CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, April 21, 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

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
5. **PRESENTATIONS / DISCUSSIONS**
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 March 26, 2026 (Andrise Bernard, MMC, City Clerk)

9.2. Regular Commission Meeting Minutes of March 26, 2026 (Andrise Bernard, MMC, City Clerk)

9.3. Eastern Shores Special Taxing District (First and Second Addition) - N/A

9.4. Resolution No. R2026-50 Adoption of the FIU North Campus - 151st Street Station Area Master Plan (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE NORTH MIAMI BEACH FIU NORTH CAMPUS 151ST STREET STATION AREA MASTER PLAN, A TRANSIT ORIENTED DEVELOPMENT PLAN; PROVIDING FOR FINDINGS OF FACT; IMPLEMENTATION; SCRIVENER ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.5. Resolution No. R2026-51 Approving a Purchase Order for Laboratory Analytical Instruments Through Piggyback Contracts with Hach Company (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING PURCHASE ORDERS FOR LABORATORY ANALYTICAL INSTRUMENTS THROUGH PIGGYBACK CONTRACTS WITH HACH COMPANY; IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

9.6. Resolution No. R2026-52 Approving a Purchase Order for Fire Protection Services Through a Piggyback Contract with Johnson Controls Fire Protection LP (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER FOR FIRE PROTECTION SERVICES THROUGH A PIGGYBACK CONTRACT WITH JOHNSON CONTROLS FIRE PROTECTION LP; IN AN ANNUAL AMOUNT NOT TO EXCEED $100,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

9.7. Resolution No. R2026-53 Approving and Authorizing a Purchase Order with OMBS Security System LLC for Fire Alarm Maintenance Services (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH OMBS SECURITY SYSTEM, LLC, IN A BUGETED AMOUNT NOT TO EXCEED $125,000.00 FOR FIRE ALARM MAINTENANCE 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.

9.8. Resolution No. R2026-54 Approving a Purchase Order for Roadway Improvement Services Through Piggyback Contracts with Metro Express Inc. (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING PURCHASE ORDERS FOR ROADWAY IMPROVEMENT SERVICES THROUGH PIGGYBACK CONTRACTS WITH METRO EXPRESS, INC.; IN AN ANNUAL AMOUNT BUDGETED AMOUNT NOT TO EXCEED $500,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

9.9. Resolution No. R2026-55 Authorizing a Change Order to the Contract with Trihedral Inc. for the Purchase of Scada Software Configuration and Integration Services (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TRIHEDRAL, INC., INCREASING THE ESTIMATED EXPENDITURE BY $24,850.00, FOR THE PURCHASE OF SCADA SOFTWARE CONFIGURATION AND INTEGRATION 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; AND PROVIDING FOR AN EFFECTIVE DATE.

9.10. Resolution No. R2026-56 Authorizing the City Manager to Accept the Grant Assistance under Miami Dade County Rescue Plan Act (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE $500,000 GRANT ASSISTANCE AWARD UNDER THE MIAMI-DADE COUNTY RESCUE PLAN ACT FOR THE WASHINGTON PARK COMMUNITY/RECREATION CENTER PROJECT; PROVIDING

FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.11. Resolution No. R2026-57 Authorizing the City Manager to Accept for Grant Assistance under the Environmental Protection Agency Clean Water State Revolving Fund (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A FEDERAL GRANT IN THE AMOUNT OF $1,141,038 FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY THROUGH THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING PROGRAM, AS SECURED BY CONGRESSIONAL REPRESENTATIVE FREDERICA WILSON, FOR THE CITY OF NORTH MIAMI BEACH DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9.12. Resolution No. R2026-58 Authorizing the City Manager to Accept the Grant Assistance under Miami Dade County Community Development Block Grant (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT RE-ALLOCATION FUNDING FROM MIAMI-DADE COUNTY IN THE AMOUNT OF $460,000 FOR THE WASHINGTON PARK SWIMMING POOL IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.13. Resolution No. R2026-59 Authorizing the City Manager to Accept the Grant Assistance Under the US Department of Housing and Urban Development (Sponsored by City Manager)

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

10. QUASI-JUDICIAL LEGISLATION - None

11. LEGISLATION

11.1. Ordinance No. 2026-04 (Second Reading) Noise Ordinance (Sponsored by Commissioner 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.

11.2. Ordinance No. 2026-06 (Second Reading) Amending Pet Sales (Sponsored by Commissioner Smith)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER VI OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "ANIMALS AND FOWL," SECTION 6-9 "RESTRICTIONS ON RETAIL PET SALES AND PET MILLS" TO CLARIFY EXEMPTIONS, ENHANCE REGULATIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

11.3. Ordinance No. 2026-05 (First Reading) Sign Code Ordinance (Sponsored by Commissioner Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

11.4. Ordinance No. 2026-07 (First Reading) Establishing Community Association Registry (Sponsored by Commissioner Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GA-02-2026 COMMUNITY ASSOCIATION REGISTRY; AMENDING CHAPTER XIV, ENTITLED BUILDING AND HOUSING; ADDING SECTION 14-13 COMMUNITY ASSOCIATION REGISTRY; ESTABLISHING LOCAL REQUIREMENT FOR REGISTRATION FOR COMMUNITY ASSOCIATIONS WITH THE CITY INCLUDING ENFORCEMENT AND PROVISIONS FOR ENHANCED TRANSPARENCY, IN ALIGNMENT WITH MAIMI-DADE COUNTY COMMUNITY ASSOCIATION REGISTRY; PROVIDING FOR CODIFICATION,

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

11.5. Resolution No. R2026-60 Authorizing a Facility Use Agreement with Little Haiti FC, Inc. (Sponsored by Commissioner Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A FACILITY USE AGREEMENT WITH LITTLE HAITI FC, INC.; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT AND UTILIZE FUNDS IN AN AMOUNT NOT TO EXCEED $52,240 FROM THE COMMUNITY BENEFIT YOUTH SPORTS ACCOUNT TO SUPPORT THE FIRST YEAR OF THE PROGRAM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.6. Resolution No. R2026-61 Expressing Disagreement and Disapproval of Resolution No. R2022-33, Censuring Commissioner Barbara Kramer (Sponsored by Vice Mayor Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING DISAGREEMENT AND DISAPPROVAL OF RESOLUTION NO. R2022-33; 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.

11.7. Resolution No. R2026-62 Expressing the Desire of the City Commission to Reprimand Mayor Michael Joseph For Not Reimbursing the City of North Miami Beach for the Sum of $3,001.90 Related to a Travel Upgrade (Sponsored by Vice Mayor Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING THE DESIRE OF THE CITY COMMISSION TO REPRIMAND MAYOR MICHAEL JOSEPH FOR NOT REIMBURSING THE CITY OF NORTH MIAMI BEACH FOR THE SUM OF $3,001.90 RELATED TO A TRAVEL UPGRADE FOR MAYOR MICHAEL JOSEPH'S TRAVEL FOR HIS SEPTEMBER 14–19, 2025 TRIP TO JAPAN FOR A SISTER CITIES INTERNATIONAL PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.8. Resolution No. R2026-63 Approving a Purchase Order for

Trenchless Rehabilitation Services Through a Piggyback Contract with Instiuform Technologies LLC (Sponsored by City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER FOR TRENCHLESS REHABILITATION SERVICES THROUGH A PIGGYBACK CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC; IN A BUDGETED AMOUNT NOT TO EXCEED $1,498,335.00; 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

12. BUSINESS TAX RECEIPTS - None

13. APPOINTMENTS

13.1. Appointing Commissioner McKenzie Fleurimond as Vice Mayor effective May 1, 2026 (Andrise Bernard, MMC, City Clerk)

13.2. Appointing Irene Pilinger to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

13.3. Appointing Wrendly Mesidor to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

13.4. Appointing Geraldine Lazarre to the Planning and Zoning Board (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner McKenzie Fleurimond

13.5. Reappointing Hilda Toni Diaz to the Eastern Shores Security Guard Special Taxing District (ESSGSTD) Board (Andrise Bernard, MMC, City Clerk)

14. MISCELLANEOUS ITEMS - None

15. DISCUSSION ITEMS

15.1. Boards and Commission Appointment (Sponsored by Commissioner Su)

15.2. Agreement between Figgers Communications, Inc and the City of North Miami Beach. (Sponsored by Vice Mayor Smukler)

15.3. Reactivation of the Advisory Committee for Disabled Individuals (Sponsored by Vice Mayor Smukler)

15.4. North Miami Beach Centennial Symphony: 100 Years of Legacy (Sponsored by Commissioner Jean)

16. **CITY MANAGER'S REPORT**

    16.1. **NMBPD Monthly Report (March 2026)**

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

18. **CITY COMMISSION REPORTS**

19. **MAYOR'S DISCUSSION**

20. **NEXT REGULAR CITY COMMISSION MEETING**

    Tuesday, May 19, 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:	April 21, 2026

RE: Commission Conference Minutes of March 26, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Commission Conference Minutes of March 26, 2026 (Andrise Bernard, MMC, City Clerk)

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, March 26, 2026

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

City Manager Darvin Williams

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 5:21pm.

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

The Vice Mayor and Commission recognized Niki Wright as the Commission on the Status of Women 'Woman of the Year.'

The Vice Mayor and Commission presented a proclamation recognizing Miriam Singer.

The Vice Mayor and Commission presented a proclamation recognizing Bonnie Schwartzbaum.

The Vice Mayor and Commission presented a proclamation recognizing Education and Sharing Day.

The Vice Mayor and Commission presented a proclamation recognizing Pioneer Day.

The Vice Mayor and Commission presented a proclamation recognizing National Procurement Month.

The Vice Mayor and Commission presented the Key to the City to Hamid Nikvan.

The Vice Mayor and Commission presented a proclamation recognizing Kimberly Green.

The Vice Mayor and Commission presented donated funds to the American Heart Association.

The Vice Mayor and Commission presented a proclamation recognizing Akira Adderly.

The Vice Mayor and Commission presented a proclamation recognizing National Athletic Training Month.

ADJOURNMENT

The Commission Conference was adjourned at 6:33pm.

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:	April 21, 2026

RE: Regular Commission Meeting Minutes of March 26, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of March 26, 2026 (Andrise Bernard, MMC, City Clerk)

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, March 26, 2026

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

City Manager Darvin Williams

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 6:49pm.

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 Pastor Peytyn Tobin of Fulford Methodist Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced that Resolution R2026-27 and Resolution R2026-33 will be pulled from the Consent Agenda and moved to Legislation.

Commissioner Su requested to defer Ordinance No. 2026-05 to the next Commission Meeting.

Motion to **approve** the agenda as amended made by Vice Mayor Smukler, seconded by Commissioner Su. Voice Vote: **MOTION PASSED 7-0**.

PRESENTATIONS/DISCUSSIONS

Chief Procurement Officer Shereece George Depusoir presented the timeline, findings, and results of an audit initiated in 2023 and completed in March of 2026.

Director of Public Utilities Hamid Nikvan provided a NMB Water performance report including national recognition, smart technology and modernization, education and conservation, community engagement, financial management, operational and compliance achievements, funding and grants, major infrastructure, Capital Improvement Program (CIP) projects, and strategic priorities.

Chief of Police Juan Pinillos recognized the work of several officers regarding a recent incident and discussed reduced crime statistics.

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. Rod Feiner

City Attorney Joseph Geller discussed Resolution R2026-47.

2. Melissa Winchester
3. Karen Harrold
4. Michelle Lazarow
5. Emily Ponce
6. Irene Pilinger
7. Stephen Hunter Johnson
8. Linda Joseph Noel
9. Ketley Joachim

City Manager Darvin Williams discussed a Haitian Heritage Month event tentatively scheduled for May 2, 2026.

10. Bruce Lamberto
11. Leslie Sardinia
12. Mara Hauck
13. David Zapen
14. Mubarak Kazan
15. Barbara Kramer

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

ANNOUNCEMENTS

Interim Communications Manager Jasmine Joseph presented a video that featured upcoming senior luncheons; homebuyer, seller, and investor workshop; East Drive resurfacing and repair project; library events; Washington Park Heritage Day; tree giveaway; and small business summit expo.

CITY COMMISSION REPORTS

Commissioner Chernoff discussed an email received from the former Chief Financial Officer and asked the City Manager to review the items and report back to the Commission; expressed condolences to Irene Pilinger; discussed the Heart Health Walk and Bike 305 events; encouraged Mayor Joseph to communicate with the City Manager; and wished a Happy Passover and Easter.

Commissioner Fleurimond recognized Women's History Month and the holidays; discussed the Hearth Health Walk; expressed condolences to Irene Pilinger; and talked about the library.

Commissioner Jean recognized Women's History Month; congratulated the Police Explorers honored at a promotion ceremony; talked about the new police marine vessel; discussed attending a National League of Cities event and federal grants regarding transportation; talked about the Washington Park community center development project and home rehab program funding; expressed condolences to Irene Pilinger and expressed celebrating family and faith.

Commissioner Smith recognized the holidays and talked about making memories; talked about a new business location that offers free financial guidance for small business owners and the Big Brothers Big Sisters program; discussed the Heart Health Walk and Bike 305 events; recognized Women's History Month; talked about garbage collection for individuals with disabilities and mobility issues; encouraged submitting ideas to the Charter Review Committee; and praised the City Manager.

Commissioner Su discussed attending a National League of Cities event and federal grants regarding energy and infrastructure; talked about the urgency of affordable housing and the issue of homelessness; discussed timely execution and delays in legislation; recognized the holidays; talked about the free UMC health clinic; and announced an upcoming Asian Night Market event.

Vice Mayor Smukler expressed condolences to Irene Pilinger and the family of Michael King; thanked the office of Tomas Regalado (Miami-Dade County Property Appraiser); discussed the Heart Health Walk and acknowledged the Parks and Recreation Department; wished a happy belated birthday to Commissioner Jean and a happy early birthday to Commissioner Chernoff; recognized the holidays; encouraged Mayor Joseph to communicate with the City Manager; and thanked the Police Department.

Mayor Joseph talked about communicating with the City Manager and his staff and recognized the holidays.

CONSENT AGENDA

Commission Conference Minutes of February 17, 2026

Regular Commission Meeting Minutes of February 17, 2026

Resolution R2026-32 Authorizing the City to Enter into a Memorandum of Understanding with Big Brothers Big Sisters of Miami, Inc. (Commissioner Daniela Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF

UNDERSTANDING WITH BIG BROTHERS BIG SISTERS OF MIAMI, INC. TO PROVIDE MENTORING SERVICES TO HIGH SCHOOL AGED YOUTH WHO ARE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH; PROVIDING FOR THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH BIG BROTHERS BIG SISTERS OF MIAMI, INC.; 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 R2026-34 Recognizing Autism Awareness Month and World Autism Awareness Day (Commissioner Phyllis Smith)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RECOGNIZING AUTISM AWARENESS MONTH AND WORLD AUTISM AWARENESS DAY; 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 R2026-35 Approving a Task Order for Professional Engineering Services to Provide Owner's Representative Services for the Smart Utility Performance Contract Implementation Phase (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE OWNER'S REPRESENTATIVE SERVICES FOR THE SMART UTILITY PERFORMANCE CONTRACT IMPLEMENTATION PHASE IN AN AMOUNT NOT TO EXCEED $462,132.00 WITH ARDURRA GROUP, 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; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-36 Approving Task Orders with Chen Moore and Associates, Inc. for Professional Engineering Services for Traffic Calming Studies, Design, and Permitting at Various Locations (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING TASK ORDERS FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC CALMING STUDIES, DESIGN, AND PERMITTING AT VARIOUS LOCATIONS WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED $163,500.00 WITH CHEN MOORE AND 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.

Resolution No. R2026-37 Approving a Purchase Order Between the City and Playcore Wisconsin, Inc. dba Gametime for the Columbia Park Resurfacing (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR THE COLUMBIA PARK RESURFACING; IN AN AMOUNT NOT TO EXCEED $111,475.00; 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 R2026-38 Approving a Purchase Order with Rechtien International Trucks, Inc. for the Purchase of a Chipper Box (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND RECHTIEN INTERNATIONAL TRUCKS, INC. FOR THE PURCHASE OF A CHIPPER BOX; IN A BUDGETED AMOUNT NOT TO EXCEED $144,094.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-39 Approving a Change Order to the Contract with Southern Underground Industries, Inc. for Washington Park Pump Station and Force Main Project (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO INCREASE THE CONTRACT EXPENDITURE BY A NOT TO EXCEED AMOUNT OF $57,384.00 FOR THE WASHINGTON PARK PUMP STATION AND FORCE MAIN PROJECT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC.; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-40 Approving a Purchase Order with Vermeer Manufacturing Company dba Vermeer Corporation for the Purchase of a Stump Grinder (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND VERMEER MANUFACTURING COMPANY DBA VERMEER CORPORATION FOR THE PURCHASE OF A STUMP GRINDER IN A BUDGETED AMOUNT NOT TO EXCEED $91,216.00; 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 R2026-41 Approving a Purchase Order with Vortex Services, LLC. for Filters #1 and #8 Rehabilitation (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER FOR FILTER REHABILITATION SERVICES THROUGH A PIGGYBACK CONTRACT WITH VORTEX SERVICES, LLC. IN A BUDGETED AMOUNT NOT TO EXCEED $271,282.00; 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 R2026-42 Approving a Purchase Order with Found Design, LLC DBA Merje for the Development of a Gateway and Wayfinding Program (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH FOUND DESIGN, LLC. DBA MERJE FOR THE DEVELOPMENT OF A GATEWAY AND WAYFINDING PROGRAM IN A BUDGETED AMOUNT NOT TO EXCEED $111,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-43 Approving a Purchase Order with Envirowaste Services Group Inc. for Stormwater Pipe Video Inspection and Cleaning Services (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND ENVIROWASTE SERVICES GROUP, INC. FOR STORMWATER PIPE VIDEO INSPECTION AND CLEANING SERVICES IN AN AMOUNT NOT TO EXCEED $60,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-44 Approving an Off-System Construction and Maintenance Agreement with Florida Department of Transportation (FDOT) (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING FOR MAINTENANCE RESPONSIBILITIES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-45 Approving a Purchase Order with Anthony Brunson P.A. for Financial and Budget Administration (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND ANTHONY BRUNSON P.A. FOR THE PURCHASE OF FINANCIAL AND BUDGET ADMINISTRATION AND STAFF AUGMENTATION SERVICES IN AN ESTIMATED

BUDGETED AMOUNT OF $120,000.00; 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 R2026-46 Approving a Purchase Order Between Smith Equipment and Supply Company for the Purchase of One Street Sweeper (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND SMITH EQUIPMENT AND SUPPLY COMPANY FOR THE PURCHASE OF ONE STREET SWEEPER IN AN AMOUNT NOT TO EXCEED $393,145.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-49

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 $200,000.00 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNT WITHIN THE PUBLIC WORKS DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES; ACKNOWLEDGING THAT $100,000.00 HAS PREVIOUSLY BEEN TRANSFERRED UNDER THE CITY MANAGER'S BUDGET CONTROL AUTHORITY FOR THE SAME SERVICES FOR A TOTAL TRANSFER OF $300,000.00; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LEGISLATION

Resolution 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.

Resolution R2026-27 was pulled from the Consent Agenda and moved to Legislation.

Motion to **approve** Resolution R2026-27 made by Commissioner Su, seconded by Commissioner Chernoff.

Commissioner Smith discussed the resolution and suggested the involvement of the Economic Development Commission and the Chamber of Commerce.

City Attorney Joseph Geller stated that a memorandum of understanding can be drafted between the city and the Chamber of Commerce and the resolution can be revised to refer to the Economic Development Committee.

Motion to **defer** Resolution R2026-27 to the Commission Meeting in May made by Commissioner Smith, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-33 Establishing NMB Safety First Initiative (Commissioner Phyllis Smith)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ESTABLISH AND IMPLEMENT A CITYWIDE SAFETY FIRST INITIATIVE BETWEEN THE NORTH MIAMI BEACH POLICE DEPARTMENT AND NEIGHBORHOOD CRIME WATCH COMMITTEES; 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 R2026-33 was pulled from the Consent Agenda and moved to Legislation.

Commissioner Smith stated that the resolution should be sponsored by the entire Commission.

Motion to **amend** Resolution R2026-33 to add the language of 'starting with the following neighborhoods' in the section titled 'Neighborhood Watch Program' under 'Community Involvement and Awareness' made by Commissioner Smith, seconded by Commissioner Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Resolution R2026-33 as amended made by Commissioner Fleurimond, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 7-0**.

Ordinance No. 2024-11 (Second Reading) Rapid Transit Zone Comprehensive Plan Text Amendment (City Manager Davin Williams)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE FUTURE LAND USE ELEMENT TEXT; AMENDING POLICIES 1.2.7, 1.6.3, 1.8.2, 1.8.5, AND 1.8.6 TO SET MINIMUM STANDARDS OVER ALL DEVELOPMENT WITHIN THE RAPID TRANSIT ZONE (RTZ) BY ADOPTING A LOCAL ORDINANCE WITH ITS OWN POLICIES SATISFYING THE MINIMUM FLOOR-AREA RATIO REQUIREMENTS OF THE COUNTY'S RTZ ORDINANCE AS WELL AS PROCEDURES FOR REVIEW AND APPROVAL OF NEW DEVELOPMENT WITHIN THE RTZ;

PROVIDING FOR CERTIFIED COPIES OF THIS ORDINANCE AND COMPREHENSIVE PLAN TO THE FLORIDA LAND PLANNING AGENCY (FL COMMERCE) AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Motion to **approve** Ordinance No. 2024-11 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.

Resolution R2026-47 Approving and Authorizing the Award of Invitation to Bid No. ITB-2026-055-WP Washington Park Community Center Redevelopment Project (City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-2026-055-WP WASHINGTON PARK COMMUNITY CENTER REDEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Darvin Williams provided an explanation regarding of the resolution.

David Martinez and Gil Nehamkin of Burke Construction Group appeared before the Commission and discussed the proposed development project.

Chief Procurement Officer Shereece George Depusoir provided additional information.

Motion to approve Resolution R2026-47 made by Commissioner Fleurimond, seconded by Vice Mayor Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-48 Formally Censuring Mayor Michael Joseph (Commissioner Lynn Su)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FORMALLY CENSURING MAYOR MICHAEL JOSEPH; MAKING LEGISLATIVE FINDINGS PURSUANT TO THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Luis Suarez appeared before the Commission on behalf of Mayor Joseph.

Motion to **approve** to uncensure former Commissioner Barbara Kramer made by Vice Mayor Smukler, seconded by Commissioner Su.

The Commission discussed the proposed resolution.

Motion to **approve** Resolution R2026-48 made by Commissioner Su, seconded by Commissioner Chernoff.
MOTION FAILED 3-4 with Mayor Joseph, Commissioner Chernoff, Commissioner Fleurimond, and Commissioner Jean opposed.

The Commission reached a consensus to continue the discussion regarding the censure of former Commissioner Barbara Kramer at the Commission Meeting in April.

Ordinance No. 2025-14 (Second Reading) Creating Workforce and Hero Housing Program (Commissioner Daniela Jean)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, "ZONING AND LAND DEVELOPMENT," OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE XXI ENTITLED "WORKFORCE AND HERO HOUSING DENSITY BONUS PROGRAM"; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS, ELIGIBILITY CRITERIA, AND DEVELOPMENT INCENTIVES INCLUDING FRACTIONAL DENSITY CALCULATION FOR QUALIFYING UNITS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Assistant Director of Community Development Mitchell Austin provided an explanation of the ordinance.

The Commission discussed the proposed ordinance.

Commissioner Jean stated that the program should engage current developments.

Roll Call Vote:
Fleurimond - **Yes**
Jean - **Yes**

Smith - **Yes**
Su - **Absent**
Chernoff - **Yes**
Smukler - **Yes**
Joseph - **Yes**

MOTION PASSED 6-0 with Commissioner Su off the dais.

Ordinance No. 2026-02 (Second Reading) Public Notice General Amendment (City Manager Darvin Williams)

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 AND ELECTIVE OFFICES CHAPTER XIV ENTITLED BUILDING AND HOUSING, SECTION 14-8 ADMINISTRATION AND ENFORCEMENT OF BUILDING AND 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.

Motion to **approve** Ordinance No. 2026-02 made Commissioner Chernoff, seconded by Commissioner Smith.

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

MOTION PASSED 7-0.

Ordinance No. 2026-03 (Second Reading) Public Notice Zoning Amendment (City Manager Darvin Williams)

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 RESOLUTION 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.

Motion to **approve** Ordinance No. 2026-03 made Commissioner Chernoff, seconded by Commissioner Smith.

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

MOTION PASSED 7-0.

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 OUTDOOR EVENTS AND TO CLARIFY ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

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

1. Mubarak Kazan

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

Motion to **amend** Ordinance No. 2026-04 to include tiered fines of $150.00, $300.00, and $500.00 made by Commissioner Su, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 7-0**.

The Commission reached a consensus to extend the Commission Meeting to 12:15am.

Motion to **amend** Ordinance No. 2026-04 to provide a grace period for contractors and service personnel for 60 days made by Commissioner Su, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **amend** Ordinance No. 2026-04 to define occurrence as each separate violation regardless of whether the violations occur on the same day by Commissioner Su, seconded by Vice Mayor Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **amend** Ordinance No. 2026-04 to state that the fine will be associated with the property or asset made by Commissioner Su, seconded by Commissioner Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Ordinance No. 2026-04 as amended made by Commissioner Su, seconded by Commissioner Smith.

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

MOTION PASSED 7-0.

Ordinance No. 2026-05 (First Reading) Sign Code Ordinance (Commissioner Lynn Su)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Ordinance No. 2026-05 was deferred to the next Commission Meeting.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller requested to retain the firm of Johnson Anselmo for outside legal counsel regarding a police force case.

Motion to **approve** the request for outside legal counsel made by Vice Mayor Smukler, seconded by Commissioner Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Ordinance No. 2026-06 (First Reading) Amending Pet Sales (Commissioner Phyllis Smith)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER VI OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "ANIMALS AND FOWL," SECTION 6-9 "RESTRICTIONS ON RETAIL PET SALES AND PET MILLS" TO CLARIFY EXEMPTIONS, ENHANCE REGULATIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

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

1. Leslie Sardinia

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

Motion to **amend** Ordinance No. 2026-06 to remove item #5 in section (b) under Exemptions made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Ordinance No. 2026-06 as amended made by Commissioner Smith, 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.

APPOINTMENTS

Motion to **approve** the appointment of Daniel Pierre to the Beautification Committee made by Commissioner Chwernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** the appointment of Linda Joseph to the General Employees Retirement Board made by Commissioner Fleurimond, seconded by Commissioner Jean.
Voice Vote: **MOTION PASSED 4-3** with Vice Mayor Smukler, Commissioner Chernoff, and Commissioner Su opposed.

Motion to **approve** the appointment of Elaine Jarvis to the Commission on Aging/Senior Citizens Advisory Board made by Commissioner Chernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** the appointment of Geeta Vasquez to the Commission on Aging/Senior Citizens Advisory Board made by Commissioner Chernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

DISCUSSION

Commissioner Su discussed previous appointments to the General Employees Pension Board.

An agreement between Figgers Communications, Inc. and the City of North Miami Beach was on the agenda but not discussed.

ADJOURNMENT

The meeting was adjourned at 12:15am.

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:	
VIA:	
DATE:	April 21, 2026

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

Description
BACKGROUND
ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

Consent Agenda
9.4.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by City Manager
VIA:	Darvin Williams, City Manager
DATE:	April 21, 2026

RE: Resolution No. R2026-50 Adoption of the FIU North Campus - 151st Street Station Area Master Plan (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- TOD Report

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE NORTH MIAMI BEACH FIU NORTH CAMPUS 151ST STREET STATION AREA MASTER PLAN, A TRANSIT ORIENTED DEVELOPMENT PLAN; PROVIDING FOR FINDINGS OF FACT; IMPLEMENTATION; SCRIVENER ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SMART Transit Plan of Miami Dade provides planning for a network to transit priority corridors throughout the County; and

WHEREAS, the Northeast Corridor of the SMART Transit Plan identifies the potential for commuter rail operating along the existing Florida East Coast Railroad corridor between the existing Miami Central and West Aventra Stations currently served by the private Brightline passenger service; and

WHEREAS, the Northeast Corridor commuter rail is currently planned to include five additional stations along the 13 mile route between Miami Central and West Aventura stations; and

WHEREAS, the planned FIU North Campus at NE 151st Street Station is planned at the intersection of the City of North Miami and the City of North Miami Beach; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach (the "City") approved Resolution R2024-114 authorizing a grant agreement between the City and the Miami Dade Transportation Planning Organization for the creation of a Transit Oriented Development Plan; and

WHEREAS, the City of North Maimi Beach, based on the extensive policy guidance of the Mayor and City Commission and significant public engagement, has developed the North Miami Beach FIU North Campus | 151st Street Station Area Master Plan, a Transit Oriented Development Plan (the "Plan"); and

WHEREAS, the Plan is based upon technical data collection and analysis including substantial input from other local governments and agencies; and

WHEREAS, the Plan provides a roadmap of policy recommendations for the update of the City's Comprehensive Plan, Code of Ordinances, Capital Improvement Program, and Budget; and

WHEREAS, at the regular meeting held on February 9, 2026, the City's Planning and Zoning Board discussed the Plan following a presentation by, The Corradino Group,a representative of the project consultant. The Planning and Zoning Board discussion focused on

the public engagement for the project and the plan consistency with the City's Comprehensive Plan; and

WHEREAS, the Mayor and City Commission find that it is in the best interests of the City to adopt the Plan, a copy of which is on file with the City Clerk and attached hereto as Exhibit "A."

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Adoption. The Mayor and City Commission adopts the North Miami Beach FIU North Campus | 151st Street Station Area Master Plan, a Transit Oriented Development Plan, a copy of which is on file in the Office of the City Clerk and attached hereto as Exhibit "A."

Section 3. Implementation. The Mayor and City Commission authorize the City Manager to take further action as may be necessary to implement the intent and purposes of this Resolution including, but not limited to:

1. Evaluate all policy recommendations for implementation in the on-going City's Comprehensive Plan update.
2. Evaluate policy recommendations and develop Capital Improvement Project recommendations including viability for any applicable Regional, State, and/or Federal Grants.
3. Based on incorporation of policy recommendations into the on-going City of North Miami Beach Comprehensive Plan update, evaluate existing Zoning and Land Development Regulations for revisions to ensure consistency.

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

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of _____, 2026**.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH, ESQ.
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By: _____

COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph				
Vice Mayor Fortuna Smukler				
Commissioner Jay R. Chernoff				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				
Commissioner McKenzie Fleurimond				
Commissioner Lynn Su				

ATTACHMENT I

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

STAFF REPORT – PLANNING AND ZONING BOARD MEETING		
Meeting Date: 4/13/2026	**Case Number:** R2026-XX	**Name:** FIU North Campus | 151st Street Station Area Master Plan A Transit Oriented Development Plan

REQUEST

Resolution to Adopt the FIU North Campus 151st Street Station Area Master Plan, a Transit Oriented Development Plan. This plan was developed through a joint funding interlocal agreement between the City of North Miami Beach and Miami-Dade County Transportation Planning Organization (TPO).

BACKGROUND

In 2025 the City of North Miami Beach was awarded a grant from the Miami-Dade Transportation Organization (TPO) to produce a station area plan for Transit Oriented Development around the future Northeast Corridor of the Miami-Dade SMART Transit Corridor Plan. This grant funded plan must be completed prior to March 31, 2026.

The SMART Plan Northeast Corridor is planned as a commuter rail service running the Florida East Coast (FEC) rail line between the Existing Downtown Miami Central Station and the Aventura West Station. This corridor is currently served by the Brightline high-speed rail service. The SMART Plan calls for the addition of five commuter rail stations between the existing Brightline Stations. This plan would establish the Northeast Corridor as a commuter rail system with 7 stops over its approximately 13 mile length.

As currently planned the station immediately south of existing Aventura Station is currently planned in the vicinity of NE 151st Street at Biscayne Boulevard. The planned station is currently known as the FIU

Project Staff Planner: **Jackie Genard** **City Planner** **Assisted by:** **Mitchell S. Austin, AICP, CNU-A** **Assistant Director** **Community Development Department** **Project Consultant:** **Mark Alvarez** **The Corradino Group**	**Review Dates:** **Planning and Zoning Board:** **2/9/2026 – Discussion** **4/13/2026 – Resolution for Recommendation** **City Commission Meeting:** **5/19/2026 – Resolution to Adopt**	**Attachment:** I. **Staff Report** II. **Resolution to Adopt** III. **Plan Document** IV. **Presentation**

North Campus/Biscayne Station. For the purposes of this City of North Miami Beach plan, the station is referred to as the FIU North Campus | 151St Street Station to more accurately indicate its location along the Northeast Corridor. The station itself is currently planned to be located just south of NE 151st Street, which is within the City of North Miami.

The station is strategically located in proximity to the Florida International University North Campus and at the intersection of the Cities of North Maimi and North Miami Beach. The primary station area is defined by a ½ mile radius around the planned station location. This ½ mile radius represents the 10 minute non-automotive commute to or from the station. Less than half of the total land area covered by primary station area is within the limits of the City of North Miami Beach. The analysis in this plan reflects the entirety of the primary station area. However, the actual recommendations are related only to those areas of the primary station area that are within the City of North Miami Beach.

The policy recommendations embodied in this plan are aspirational, they are not based on any specific development or redevelopment proposals within the identified primary station area. Any actual development based on the recommendations of this plan will require additional action by the City of North Miami Beach. Recommendations from this plan will need to be incorporated into the legal documents of the city primarily the City of North Miami Beach Comprehensive Plan and Chapter XXIV Zoning and Land Development of the City Code of Ordinances as these documents govern actual development rights.

Other policy recommendations of this plan may need to be incorporated into the Capital Improvements Program (CIP) and Budget of the City in order to implement substantive portions of this plan. The attached document is the complete plan for consideration of recommendation for adoption.

RECOMMENDED MOTION:

Move to recommend approval to the Mayor and City Commission of Resolution R2026-XX adopting the FIU North Campus | 151st Street Station Area Master Plan, A Transit Oriented Development Plan, finding it is consistent with the City of North Miami Beach Comprehensive Plan.

*** NOTE: The Planning and Zoning Board has the express authority to recommend approval, approval with amendments, or denial of any item. Any motion to recommend approval with amendments or denial must include stated cause or causes of said action.

FISCAL/BUDGETARY IMPACT:

Proposed Resolution to Adopt North Miami Beach FIU North Campus | 151st Street Station Area Master Plan, A Transit Oriented Development Plan is not anticipated to have any direct impact on the budget of the City of North Miami Beach. The resolution does provide direction to the City Manager to undertake action necessary to implement the plan including but not limited to:

1. Evaluate all policy recommendations for implementation in the on-going City of North

Miami Beach Comprehensive Plan update.

2. Evaluate policy recommendations and develop Capital Improvement Project recommendations including viability for any applicable Regional, State, and/or Federal Grants.
3. Based on incorporation of policy recommendations into the on-going City of North Miami Beach Comprehensive Plan update, evaluate existing Zoning and Land Development Regulations for revisions to ensure consistency.

These plan implementation activities may have budgetary implications. The budgetary implications of these implementation activities will be evaluated through the ordinance approval and/or city budget adoption public hearing processes required to fulfill these plan implementation directives.

NMB

NE 151 Street | FIU North Campus Station

STATION AREA MASTER PLAN



Prepared by CORRADINO

Northeast Corridor Station Area Master Plan:
FIU North Campus/Biscayne - North Miami Beach

Document:
NORTHEAST CORRIDOR STATION AREA MASTER PLAN:
FIU North Campus/ Biscayne

Document Prepared for:

City of North Miami Beach
17011 NE 19th Avenue,
North Miami Beach, Florida 33162

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EXECUTIVE SUMMARY

Executive Summary

The City of North Miami Beach, strategically located in northeast Miami-Dade County, has long been active in long-range planning with the consideration of a commuter rail station. In 2015, the City invested in studies and adopted new land use regulations to support the planned rail station at Biscayne Boulevard and NE 163rd Street, and new development investment followed in the area.

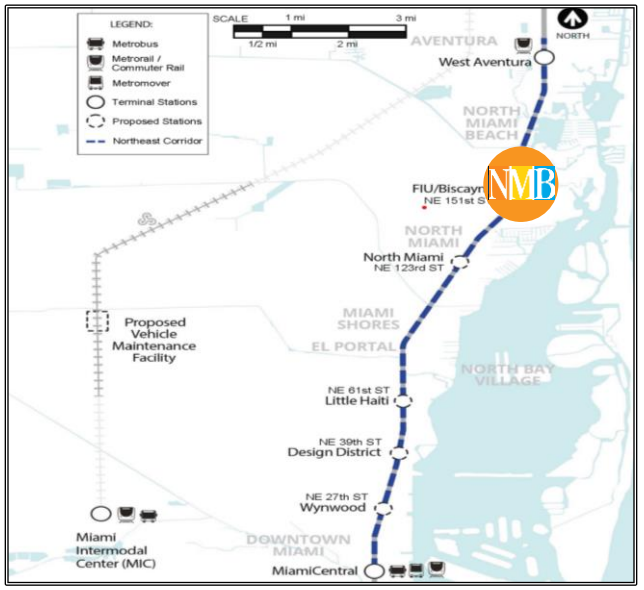
Miami-Dade County determined that the NE 151st Street location for the rail station would better serve the growing needs of North Miami Beach, North Miami, and FIU. In response to, the City of North Miami Beach applied for a TPO Municipal Grant to continue development investment successes in partnership with the TPO on a Transit Oriented Development (TOD) study for the NE 151st Street station location. The North Miami Beach / Florida International University / 151st Street Station TOD study began in March 2025.

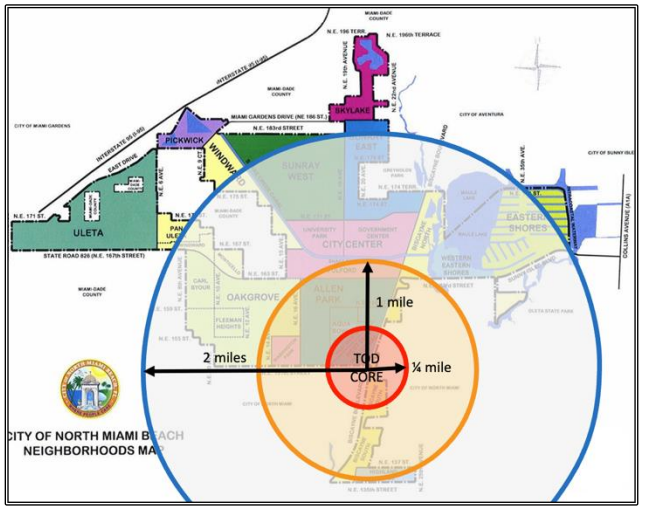
The study has included five public workshops and four public steering committee meetings throughout 2025. The TOD Plan responds to the desire and ideas from neighborhoods, business owners, investors, and landowners.

The Northeast Corridor Rapid Transit project is expected to begin service in 2032, and by 2045, is projected to provide over 6 million annual corridor trips. The TOD Plan provides a roadmap to initiate the land use, mobility, and connectivity components that will enable the rail station to provide a fast, convenient, and safe travel alternative in Northeast Miami-Dade.

Developing the TOD for new mobility infrastructure and new investment takes time. North Miami Beach continues its vision by taking early steps to realize a working TOD by 2032, with continued momentum through 2045 and beyond. The Plan provides integrated recommendations for:

1. Land development
2. Connectivity infrastructure
3. First-and-last-mile mobility

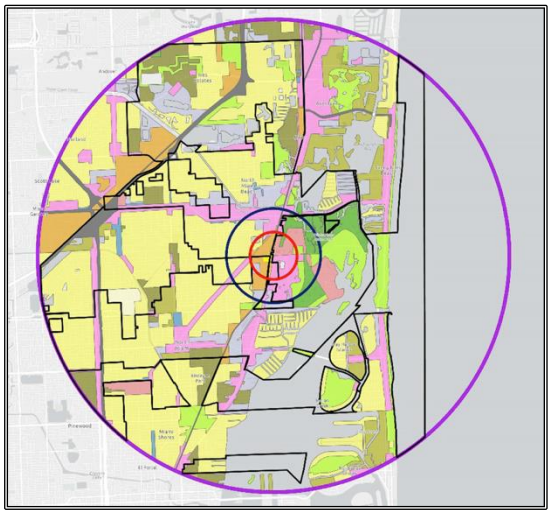




Land Development

TOD Existing Land Use

The Station transit service area (purple line) is comprised largely of low-denisty residential uses to its west, seen as the yellow areas of the Future Land Use Map excerpt to the right. The TOD Core (red line) focuses on the 1/4-mile walking distance to the rail station that is developable within the City of North Miami Beach, a triangle bounded by Biscayne Boulevard (US-1), West Dixie Highway, and NE 151st Street. The "Triangle" incorporates land that is regulated by four existing zoning districts, with most land predominantly used for light industrial uses. The land is underutilized, and ownership patterns are fragmented.



TOD Core Proposed Land Use Mix

The Steering committee and Workshop participants emphasized that land planning in the TOD Core should retain and expand the workspace function to develop the TOD as a mixed-use employment center for clean-tech manufacturing, research incubator spaces spinning off from FIU programs, and "makers" to empower the local business economy. The program of mixed-uses is comprised of:

- South of NE 153rd Street: Residential / Commercial Mixed-Use to include: daily needs retail, restaurant and cafes to serve resident and employee needs within the TOD; regionally drawing entertainment uses to serve stated regional desires, and an interceptor parking garage at NE 151st Street.
- North of NE 153rd Street: Workspace Mixed-Use: clean-tech industry, offices, and research incubators
- West of Biscayne Boulevard to Rail Corridor: Residential/Commercial Mixed-Use using existing B-2 overlay zone at 15 stories.
- West of West Dixie Highway: Transitional Live / Work spaces at 4 stories to support local makers and knowledge incubators with low-scale residential/commercial mixed-use.



TOD Core Development Intensity & Density

The recommended development policy for the TOD Core Triangle will create a well-scaled North Miami Beach TOD to right-size entitlements for good market absorption and provide a combination of regulations that, in conjunction with street network and mobility investment work to incentivize development investment over other areas.

NMB TOD Mixed-Use Core	Per Acre	B-4 Core Area
Building Coverage	-	80%
Residential Density	182 RU/acre	4,484 residential units (RU)
Commercial FAR	1.06	1,030,633 sq. ft.
Number of Floors	-	10
Building Height	-	138 feet
Off-site Commercial Parking Demand	16 per acre	355 spaces (provide 400-600)

Parks and Open Space

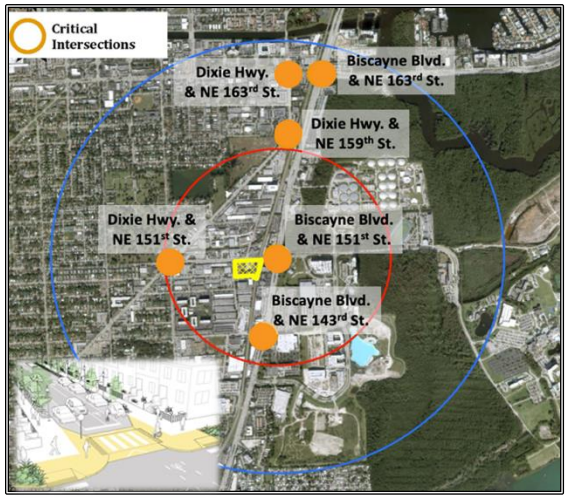


Parks and open spaces are critical to plan from the beginning to create a high quality of life and to define the TOD as a high-value, green urban place for selection by employers for investment, new residents, and regional attractions. More than relying on existing City parks, the TOD will develop its own identity with a combination of traditional at-grade parks and elevated roof-top parks.

Two signature open space parks and connectivity to existing park facilities are recommended:

1. A linear open space park along the abandoned FEC spur line from the main railway Greenway to West Dixie Highway.
2. A rooftop park and entertainment venue space at the planned garage on NE 151st Street.
3. Enhanced connections to Aqua Taylor Park to foster pedestrian involvement to the west.

Connectivity Infrastructure – Complete Streets



Pedestrian Network

The TOD connectivity infrastructure comprises its complete street network that supports all modes of mobility. Depending on the distance from the Station, the focus for each area of the TOD is different.

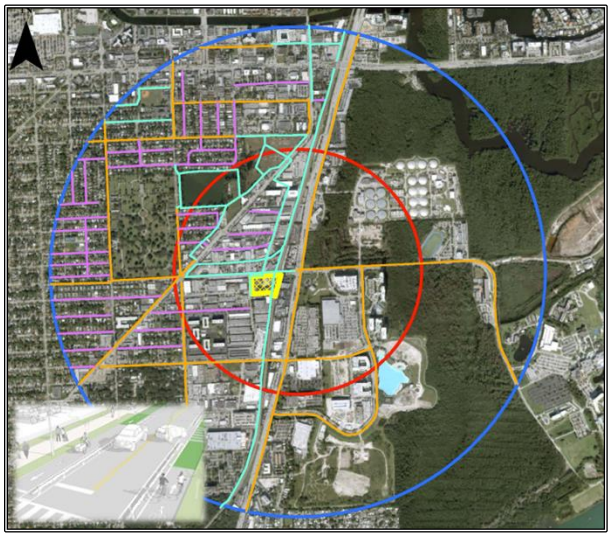
The TOD Core (red line) focuses on pedestrians while balancing automotive and business delivery needs within the constraints of right-of-ways. Sidewalks with amenities, landscape, street furniture, and clear pedestrian paths of up to 12 feet are recommended for both sides of streets.

The pedestrian network includes the intersections connecting the sidewalks and barriers to safe and convenient walking. These intersections have been identified for future engineering study as enhanced or raised intersections to better balance pedestrian priority with vehicular movement.

Micro-Mobility Network

Moving outward from the TOD Core to the Transit Supportive Area (blue line), mobility infrastructure planning focuses on supporting micro-mobility and personal mobility. This infrastructure includes buffered bike lanes, safe bike lanes and crossings, and multi-use paths for commuting and recreational purposes. These facilities support the safe use of human-powered bicycles, as well as personal and shared electric bikes, electric scooters, and skateboards. With speeds from 15 to 25 mph, powered personal mobility devices turn the Transit Supportive Area into a 5-minute ride to the station. The Bicycle and Greenway Networks have been recommended for the TOD Transit Supportive Area, shown in the map to the right, including:

- Buffered bike lanes – dedicated bycycle lanes with traffic separation
- Mixed-Use Paths – greenways and mixed pedestrian and bicycle use
- Sharrows – bicycles in mixed vehicular traffic on low speed streets



Complete Streets Section Profiles

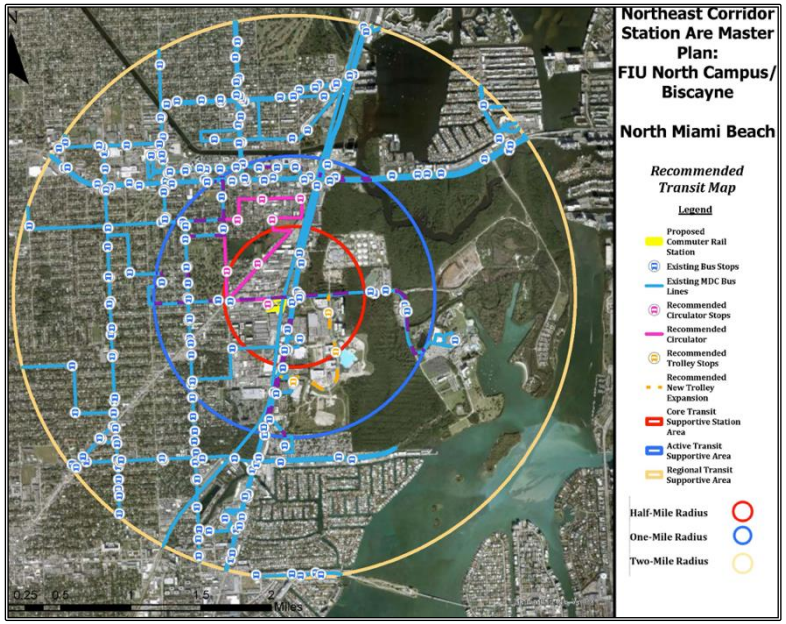
The complete streets section profiles are based on a network approach, in which parallel street pairs are considered as part of the network of streets and off-street paths to provide facilities based on the planned purpose of the street. Networks of connectivity, particularly for bicycle and micromobility paths, have been developed so that not every street accommodates every mode, with consideration of the best use of existing right-of-way, while creating a network that accommodates every mode safely and comfortably as a system.

STREET	FROM	TO	PRIMACY of USE	EXISTING ROW	TRAVEL LANES	TURN LANE	PARKING LANE	BICYCLE LANES	L'SCAPE BUFFER	SIDE WALK	PLANNED ROW	DEDICATE ROW
NE 151st St.	US-1	FEC RR	vehicular	80 ft.	4 x 11 ft.	1 x 11 ft.	none	2-way north side	-	north side 6 ft.	85 ft.	5 ft. north side
NE 151st St.	FEC RR	NE 21st Av.	vehicular	70 ft.	4 x 11 ft.	1 x 11 ft.	none	2-way north side	-	north side 6 ft.	85 ft.	15 ft. north side
NE 151st St.	NE 21st Av.	W Dixie Hwy	vehicular	70 ft.	4 x 11 ft.	1 x 11 ft.	none	none	north side 4 ft.	north side 8 ft.	76 ft.	6 ft. north side
NE 152nd St.	NE 21st Av.	W Dixie Hwy	pedestrian	50ft.	0	0	none	2-way trail	linear park 50 ft.	pedestrian path	50 ft.	50 ft. FEC ROW
NE 153rd St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 x 11ft.	0	both sides 2 x 8 ft.	shared	both sides 4 ft.	both sides 9 ft.	60 ft.	5 ft. each side
NE 154th St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 x 11 ft.	0	one side w tree islands	shared	parking + tree islands	6 ft. & 8 ft.	50 ft.	none
NE 155th St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 x 11 ft.	0	one side w tree islands	shared	parking + tree islands	6 ft. & 8 ft	50 ft.	none
NE 21st Av.	NE 151st St.	NE 152nd St.	mixed	50 ft.	2 x 11 ft.	0	none	2-way buffered	both sides 4 ft.	both sides 8 ft.	60 ft.	5 ft. each side
NE 21 Av.	NE 152nd St	NE 154th St.	mixed	50 ft.	2 x 11 ft.	0	none	shared	both sides 4ft.	both sides 8 ft.	50 ft.	none
NE 21 Av.	NE 154th St.	NE 155th St.	mixed	50 ft.	2 x 11 ft.	0	none	shared	both sides 4 ft.	both sides 8 ft.	50 ft.	50' for connection
Paseo	NE 152nd St	NE 153rd St.	pedestrian	0 ft.	0	0	none	multipurpose path	5 ft each side	pedestrian path	30 ft.	30' x 200' private land
W Dixie Hwy	NE 151st St.	NE 152nd St.	vehicular	70 ft.	4 x 11 ft.	1 x 11 ft.	none	2-way east side	both sides 4 ft.	both sides 6 ft.	80 ft.	5 ft. each side
W Dixie Hwy	NE 152nd St	NE 154th St.	vehicular	70 ft.	4 x 11 ft.	1 x 11 ft.	none	2 way on east side	both sides 4 ft.	both sides 7 ft.	90 ft.	east: 5 ft west: 20 ft..
W Dixie Hwy	NE 151st St.	NE 152nd St.	vehicular	70 ft.	4 x 11 ft.	1 x 11 ft.	none	2-way east side	both sides 4 ft.	both sides 6 ft.	80 ft.	5 ft. each side

First-and-Last Mile Mobility

Transit Network

Moving further outward from the Transit Supportive Area, first- and last-mile mobility focuses on vehicular mobility, including personal vehicles for park-and-ride trips to the station, hired personal rides (taxi and ride-sharing), and transit. Recommendations include enhancing the existing Miami-Dade Transit network (light blue) and the NMB Trolley network (orange) to include direct access to the TOD and station. A micro-transit circulator route (magenta) is recommended to serve the short-trip demands of the TOD Core and Transit Supportive Area.



Ride Sharing

To support ride sharing, ride-share lobbies and safe, convenient ride-share pick-up and drop-offs are to be included in land development regulations at the individual development level.



Parking Infrastructure

To provide for the needs of park-and-ride to the Station and TOD, a public interceptor garage is proposed at NE 151st Street. The TOD Core will have lower commercial parking requirements to allow flexibility in the occupation of commercial spaces with a wide range of commercial, office, maker, and clean-tech industrial uses. It is to be revenue-producing, allowing the City to bond for construction. The design will incorporate space for public works facilities on the first level, 2 to 3 levels of parking (400 to 600 spaces), and an active green park-like rooftop, including prime space for a regional entertainment and dining experience.

Recommendations

IMPLEMENTATION
Adopt NMB TOD Plan
Amend Comprehensive Plan to support LDR recommendation
Create new zoning category to replace B-4 Core Area and West Dixie Highway with new Transit Oriented Devlepoment District.
Housing study to determine target levels for affordable and workforce housing.
Finding of Necessity to include TOD Core in CRA
Feasibility study to acquire the abandoned FEC Spur land for linear park.
Feasibility study for implementation and financing of recommendaed recommended NE 151st Street interceptor garage
Study intersections identified as barriers to pedestrians as indicated
LAND USE & DEVELOPMENT
New District: *TOD Core Mixed-Use* 10 -stories, 200 DU/acre, FAR = 1.5, 80% buiding coverage) = up to 4,500 RU *TOD Transition Mixed Use (west side of West Dixie Hwy)* 4 -stories, 36 DU/acre, FAR = 1.0, 80% buiding coverage, and permit Live/Work
MU/EC – retain as currently adopted. The MU/EC was designed to support transit oriented development. The TOD Core and the MU/EC are complimentary.
B-2 Overlay (west of Biscayne Boulevard and east of FEC) retain as adopted – permits 15-story commercial mixed use – retain zoning
Land development regulations to accommodate temporary uses and existing uses in compatible urban forms to create development temporayl transition path
Designate Railroad Quiet Zone near intersection of NE 151st Street and FEC tracks, to reduce unneccessary train horn usage near residenital uses

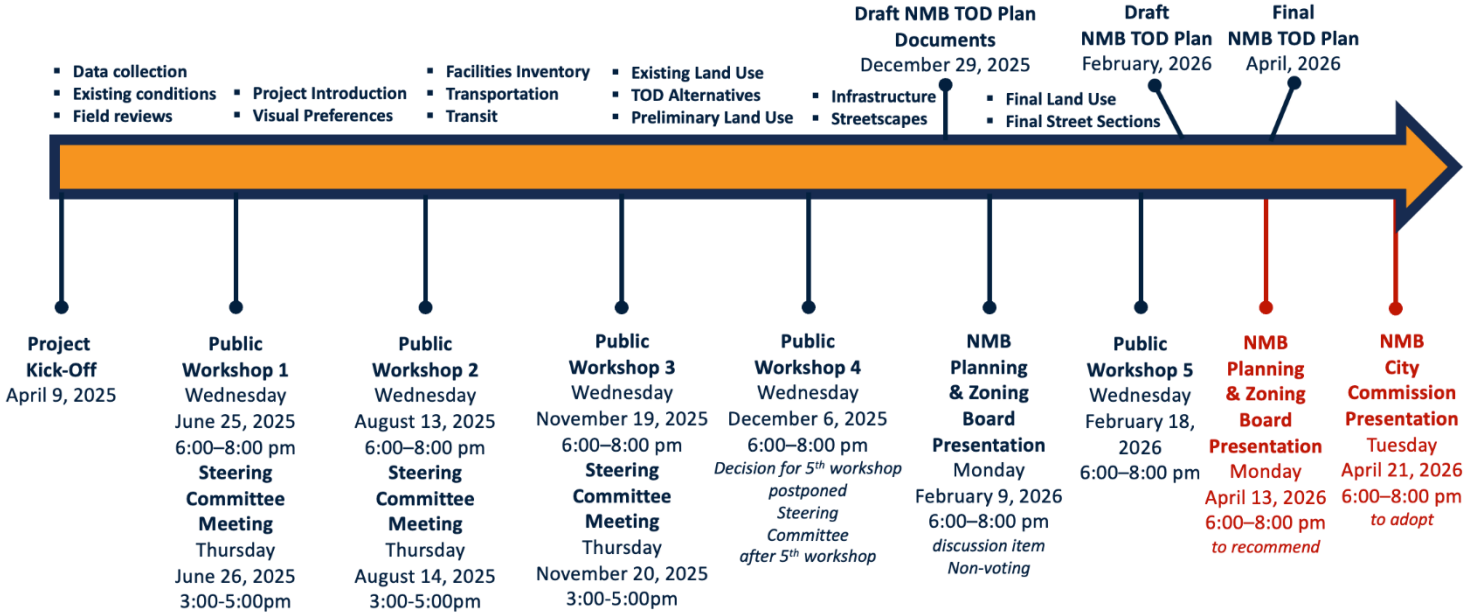
PLACEMAKING
Art-In-Public Places program to be included with amended LDR for building open spaces, building facades, or payment toward landmark installations
Landmark art to create a plaza at the intersection of the linear park and NE 21st Avenue as a visual draw from the Station, West Dixie Hwy, and the Greenway
Wayfinding plan to work with AIPP, landmark plazas, and to reinforce branding of the NMB 151st Street / FIU TOD asa mjor destination and high-value place
COMPLETE STREETS AND PEDESTRIAN MOBILITY
Implement new Complete Streets design on 151st Street, 152nd Street, 153rd Street, and 154th Street. Discuss with FDOT and Mimai-Dade County the feasibility of changing West Dixie Highway and Biscayne Boulevard design in the future.
Sidewalks are to be implemented on both sides of streets throughout the TOD. Minimum clear path to generally be regulated at 6+ feet, with landscape on the curbside. Where applicable, some sidewalks will be expanded to 10 - 12' with amenities like sidewalk dining.
Identified barrier intersections are to be studied. Intersections at City streets to prioritize pedestrians and consider universal design at raised intersections.
North-south paseo to be implemented in the TOD Core between north side of garage at the linear park, and through to NE 153rd Street
MICRO-MOBILITY & PERSONAL MOBILITY
Complete Greenway along FEC Corridor, and connect to the recommended FEC spur as a multi-use greenspace path. Coordinate with North Miami and Aventura for a multi-city corridor that will allow for improved connections to Highland Village.
Bicycle network to provide buffered bike lanes for on-street facilities, off-street multi-use paths, and sharrows only on low-volume, low-speed streets
Reinforce requirements in zoning code to provide for bicycle and electric personal mobility storage inside and exterior to new buildings.
TRANSIT
NMB Trolley: realign the Blue Line to connect the TOD and Station along to reach Highlands through Sole Mia Way to connect new major developments

PARKS & OPEN SPACE
LDR Open Space requrement for TOD Core of 10%, and permit rooftop open space and recreational areas. Adopt a private open space standard.
Linear Park along abandoned FEC Spur from FEC Greenway, across NE 21st Avenue and west to West Diie Highway. The linear park is theoretically located at NE 152nd St.
Rooftop recreation space on top of TOD Interceptor Garage at NE 151st Street. Space is to be available for concessionaires for food, beverages & entertaiment.

Micro-Transit: implement a TOD circulator to connect the Allen Park neighborhood, North Towne, the TOD and the Station
VEHICULAR FIRST & LAST MILE
Parking in the TOD will be regulated by zoning with generalized commercial parking requirements that account for shared-use and proximity to rail transit.
To augment commercial parking fluctuations, provide rail station parking overflow, and safe secure parking for evening attractions, the City will build a 400+ space parking garage over the public works yard with a rooftop park
Include requirements in the zoning code to provide for car-share /taxi pick-up/drop-off spaces and waiting lounges

Next Steps

The planning process of the North Miami Beach TOD Plan will conclude with the adoption of the plan by the City and the Miami-Dade Transportation Planning Organization. The next steps are presentation to the North Miami Beach Planning and Zoning Board for recommendation, and subsequent adoption by the City of North Miami Beach Commission.



10-story mixed Use Buildings along south side of NE 153rd Street with Adaptive Reuse Light Industrialon north side of NE 153rd Street (in foreground) and North-South Paseo



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INTRODUCTION

Introduction

The Vision

At 7:15 in the morning, a resident steps out of their condominium in the new Transit-Oriented Development District and begins a short, shaded walk toward the train station. They pass through active streets, where the ground floors of each building buzz with life. A teller unlocking the doors to the bank, a family leaving a café with donuts and coffee in hand, a large truck loading goods from the tech supply center, an artist toiling away on a clay wheel seen through windows, neighbors unlocking bicycles from secure racks, cyclists riding through the linear park atop the abandoned FEC rail spur, and all under a shaded sidewalk lined with trees that cools the walk from the sun. The crossing ahead is clearly marked, with a bicycle-pedestrian crossing set back from the traffic, making crossing the street easy and safe. Within minutes, they reached the train station plaza, a connected and welcoming space where commuters converge in safety and comfort.



Figure 1: TOD Center Concept Design Vision

Through extensive public workshops, stakeholder interviews, steering committee guidance, and collaboration, this is the vision that reflects the future that residents of North Miami Beach described throughout the TOD planning process: a walkable, safe, and vibrant district that connects people to opportunity while preserving employment opportunities within the neighborhood.

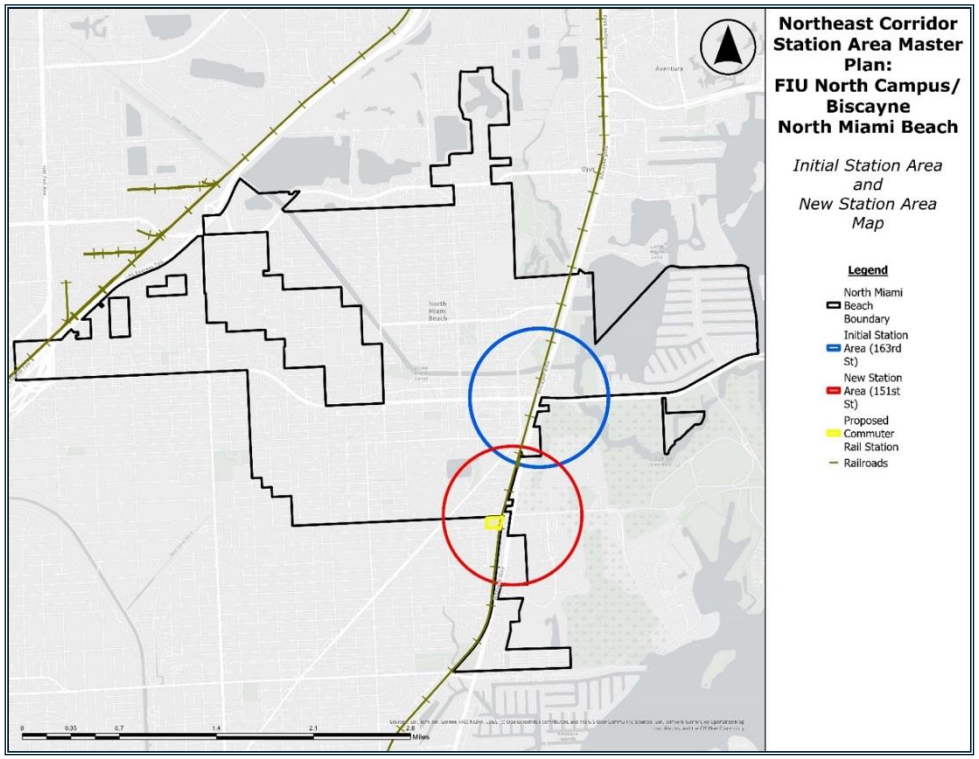
Background of the Study

Since 2010, the City of North Miami Beach has included in its long-range plans a station at NE 163rd Street and Biscayne Boulevard as part of a commuter rail system initially envisioned as the Tri-Rail Coastal Link. Around 2015, the City adopted a revised land use plan for approximately 0.58 square miles around the prior proposed station, which created new regulations aligned with a form-based, mixed-use approach centered on the station area. This station-area approach aligned with citywide efforts to introduce mixed-use districts to attract investment, with increased density, reduced parking requirements, and an emphasis on creating local activity centers that would support regional commuter rail. These new mixed-use districts included land-use designations and specified the complete streets and greenway network aspects for all major rights-of-way within the districts. The City followed up on this initial rezoning with the development of a station area master plan for NE 163rd Street and Biscayne Boulevard in 2018. This plan was jointly funded by the City and a Federal Transit Administration (FTA) Pilot Planning Grant. That plan was conceptual.



Figure 2: Original Project Design Concept

After these efforts, Miami-Dade County later revised its plans and moved the proposed commuter rail station to NE 151st Street and Biscayne Boulevard and renamed it to the "*FIU North Campus / Biscayne - North Miami Beach Station*." Map 1 to the right depicts the prior station area by the blue circle and the new station area with a red circle. The creation of the new commuter rail line service based on the SMART Plan Northeast Corridor is estimated to start construction in 2027/2028, and service is set to begin in 2031. Trains will operate every 30 minutes during peak hours and every 60 minutes during off-peak times and weekends. This effort is expected to be federally funded as part of the New Starts Program, with local funding matches by state and local penny sales tax funds.



Map 1: Initial Station Area to Current Area Map

The SMART Plan for the Northeast Corridor aims to add 85 miles to the Coastal Link commuter rail connecting Miami-Dade, Broward, and Palm Beach County. The first segment spans 13.5 miles and already has stations at Miami Central and West Aventura. Both stations currently serve Brightline trains, allowing this segment of the SMART Plan to leverage existing rail service by Brightline.

The New Station

The proposed SMART commuter rail station will attract new riders at the onset of train service from North Miami, North Miami Beach residents, and FIU faculty and students. Without developing the TOD Plan, many residents will drive to the stations as park-and-ride chained trips, while FIU students and faculty will depend on transit connections for FIU. Developing the TOD will grow the initial demand by creating walking distance high density development ,and improving safety, security, comfort and a variety of first-last-mile mobility choices. The *FIU North Campus / Biscayne - North Miami Beach Station* will then evolve from being a largely car-dependent hub into a major mobility hub that leverages redevelopment of adjacent land and creates new economic development opportunities for the station area.

The future station will connect regional transit to local transit, micromobility, bicycle and pedestrian connections. The TOD Plan will create a roadmap to leverage redevelopment, new jobs, new housing, and new ways of getting those residents and workforce to the station. These are essential to a successful and productive TOD district.

The current station proposal includes a 400-foot platform, scaled to serve 6-car trains. There are seven existing and planned stations along the Northeast Corridor, and a one-way line capacity of 1,992 persons per hour at peak frequencies of 2 per hour (30-minute headway. The seven stations should each expect 285 or more passengers per hour at peak times, and the 400-foot platforms are sufficient for that volume.

Figure 3 shows the anticipated layout of the station. There will be a surface parking lot with 125 parking spaces. As the North Miami Beach TOD develops around this station, additional parking capacity in the form of a garage adjacent to the station will be proposed that serves both rail passengers and new development in the TOD.

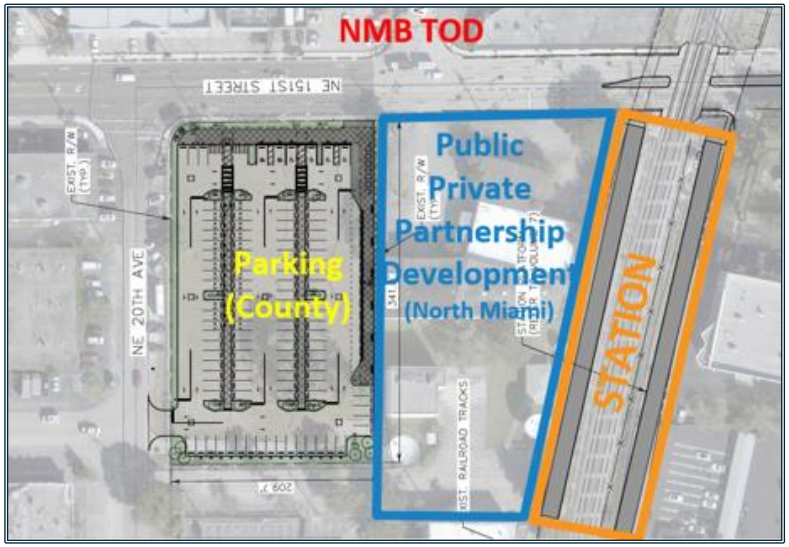


Figure 3: Proposed Rail Station Layout

New Plan Elements

Existing Conditions Overview

The existing conditions analysis reveals both the challenge and the opportunity before the City of North Miami Beach. Today, the station area is characterized by fragmented parcels occupied by light industrial, warehousing, small-scale manufacturing, and auto-oriented commercial uses. These properties are adjacent to a single-family neighborhood that is physically and functionally disconnected from the surrounding activity. While some parcels are underutilized, others operate in isolation, creating gaps in the urban fabric and limiting pedestrian connectivity. At the same time, the district is surrounded by significant regional development activity and major corridors, positioning it as one of the most strategically located redevelopment areas in North Miami Beach. The current regulatory framework allows incremental change but does not yet fully support the intensity, form, and connectivity necessary to create a cohesive transit-supportive district.



Figure 4: Example of Existing Conditions in the TOD

TOD Core Recommendations

North Miami Beach currently stands at a critical crossroads, where its suburban, auto-centric past impedes the economic potential of its future. The study area is defined by low-density residential zoning and underutilized industrial parcels where the land itself is often significantly more valuable than the structures sitting upon it. The value imbalance is a signal that the area is ripe for redevelopment, yet it is constrained by fragmented property ownership, outdated land development controls, and inadequate roadway infrastructure that is not tuned to the redevelopment potential. Without addressing these constraints, the

proposed rail station risks becoming an underutilized park-and-ride island rather than the vibrant, high-density heart of a connected community.

Land Use and Development

To unlock this potential, the TOD Study proposes implementing new TOD land development regulations that support a high-density mixed-use urban core with active ground levels in the pedestrian TOD Core area. The TOD Core is the land that is closest to the station that defines the walkable area which is the focus of redevelopment to provide residents and employment in sufficient numbers to fully utilize the station capacity and create new economic development and social value for the City of North Miami Beach. ustrial and commercial land inscribed by:

- Biscayne Boulevard to the east,
- West Dixie Highway to the west, and
- NE 151st Street to the south.

The vision for this transformation redefines the TOD Core as a lively mixed-use urban area with new land uses, development typologies and higher densities, toward creating a 24 hour district that leverages the rail station and delivers the populations for ridership in both directions, both daily peaks, and on weekends.



Map 2: Recommended Development Mix

The vision includes:

- Residential / Residential Mixed Use (north of NE 153rd St.) residential mixed use with ground floor commerce;
- Workspace Mixed Use (south of NE 153rd St.) to incentivize workspaces, clean-tech industries & offices with a ground floor mix of retail & presentable workspaces;
- Corridor Residential / Commercial MU (west of Biscayne Blvd.) already 15 stories and allows corridor retail along with residential will retain its "basket of rights"; and
- Transitional Makers / Residential Mixed-Use (west of Dixie Hwy) low-scale, 4-story transitional mixed-use to support makers, knowledge professions and live work structures to empower local investment.

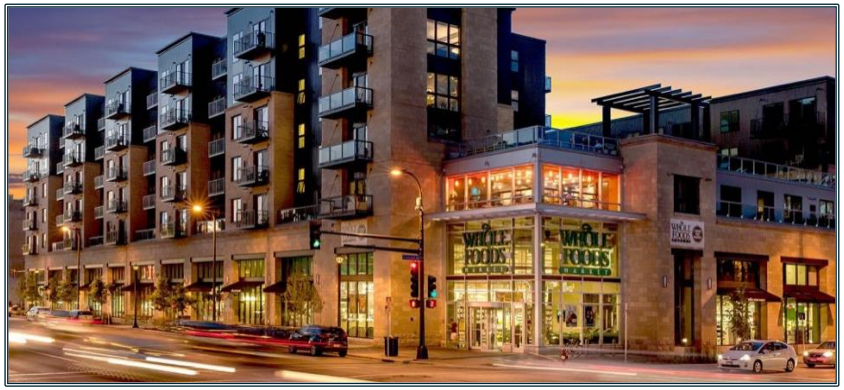


Figure 5: Retail & Residential Mixed-Use Example – Uptown,

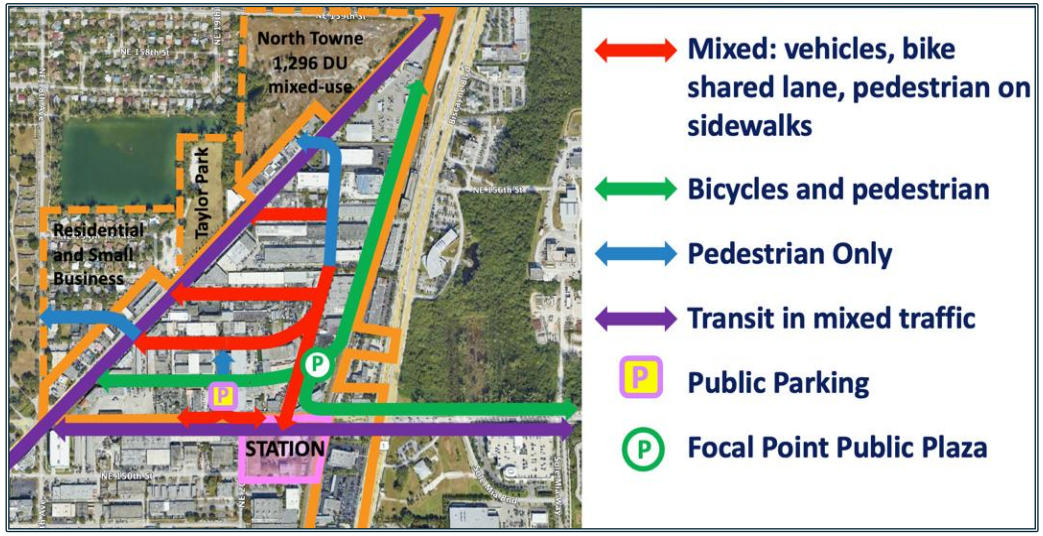
The overall redevelopment approach is to support a tertiary-scale, technology employment center integrated into a mixed-use retail and services center with high-density residential.

Retail and Residential Mixed-Use: includes retail on the ground floor that is focused on community needs retail with residences above, and generally as vertical mixed uses. It is a proven design concept for investment. Parking utilization very good with strong potential for shared parking, and with the inclusion of regional draws, will generate good weekend shared parking.

Workspace Mixed-Use: includes high-tech, clean-tech and clean-maker commerce on the ground floor with "retail" presences for pedestrian comfort and points of interest, in a combination of vertical and horizontal mixed-uses. It is a new mixed-use concept for investment, yet one that is gaining strong interest for industrial area re-use in many American cities. Parking utilization is higher during business times; however, with close proximity to the retail-residential mixed-use there is greater potential for shared parking and keeping land utilization and value high. It positions the Station and the TOD for greatly needed economic development as a tertiary employment center.



Figure 6: Industrial Re-use Mixed-Use Example



Map 3: NMB TOD Core Recommended Street Network

micromobility in compliment to the intended redevelopment on each street, and with a balanced approach that recognizes the needs of regional mobility on State and County roads. Every right-of-way requires choices to provide for the appropriate infrastructure in limited rights-of-way widths. Choices also include dividing needs among parallel paths for different components of complete streets, rather than trying to provide everything on every street.

The streets form a network of paths with each streets working as part of a system to provide appropriate infrastructure:

Vehicular Priority Streets facilitate vehicular movement, bus transit, landscaped sidewalks, and bus stops. They are usually faster streets that accommodate through traffic.

Street Network

Developing a high value TOD Core will require public investment on the street to compliment the mixed-use private investment. The main highlights of the public realm investment include:

A complete streets approach to redeveloping the public rights-of-way for complete streets that become the pedestrian circulation and mixing and gathering spaces for the residents, employees, and visitors to the TOD. The complete streets approach balances the needs of vehicles, pedestrians, bicycles and



Figure 7: Complete Streets Illustrative Example

Mixed Streets balance vehicular movement, parking, loading, landscaped sidewalks, and bicycles are accommodated in shared traffic lanes on low-speed local streets.

Bicycle and Pedestrian Ways are multi-purpose pedestrian and non-motorized passages that complete the bicycle and micromobility network by creating continuous paths parallel to Vehicular Priority Streets that cannot safely accommodate bicycle and micromobility use.

Pedestrian Ways and Paseos that create linkages through long blocks or otherwise obstructed pedestrian paths to keep walking distances short and provide the critical pedestrian synergy in the TOD.

Right-of-Way Dedications are recommended on lands that are within the land development regulation jurisdiction of the City of North Miami Beach where necessary for streets that require additional width to accommodate appropriate, safe, and comfortable facilities. Where planned and codified, they are possible to require from developers without taking away existing rights because the development envelope is increased in coordination with the requirement, and the requirement is codified in lieu of setbacks. As build-to lines replace setbacks, the dedication allows investors to donate otherwise taxed and undevelopable land (the setback area) and place it in the public domain where it is used for providing wider sidewalks and landscaping in the frontage zone of a mixed-use building.

Complete Streets and Placemaking: In combination with land development policy and regulations, the street network and complete streets recommendations plan for a TOD urban form that creates a walkable environment with points of interest and moments along the walk. Some of the elements important to creating this environment include:

- active frontages at ground level that are directly approachable by pedestrians with build-to lines replacing setbacks;
- minimum ground-floor glazing regulations to assure points of interest and security through “eyes on the street;”
- appropriate landscaping on the curbside to protect pedestrians from traffic and to maintain direct building access;
- canopy requirements in the landscaped areas, which at curbside provide adequate diameters for tree growth;
- planned gathering points at termination points and some intersections;
- street furniture, especially a gathering points and along pedestrian ways;
- art through art-in-public-places programs or by integration in building design, located at key gathering points;

- pedestrian level and vehicular level wayfinding; and
- branding and identity building through wayfinding, art, street signs, sidewalk materials, and street furniture.

Open Space and Parks

Quality places to live need quality places to play. In a TOD urban setting, open space is essential, both private open space and public open space to ensure that as a residential place and workplace, the environment has a high quality-of-life to attract a high-value development and economy. The City of North Miami Beach level-of-service for parks and open space is 3 acres per 1,000 residents. Asa place with the potential for 10,000 residents, a different approach is needed.

The recommendations include a minimum public open space requirement of 10% that will be contributed by new development. In addition, as an urban area greater emphasis will be places on greenways, linear parks, and rooftop parks. The TOD Plan introduces two signature park spaces:



Figure 8: NMB TOD Linear Park along NE152nd Street

The NE 152nd Street Linear Park is an urban pedestrian and bicycle greenspace along the abandoned FEC rail spur from NE 21st Avenue to West Dixie Highway. As a signature park space, placemaking and activation are to include building frontages on the greenspace, kiosk locations, and a place for farmers' markets or other signature events. The 1.8-acre linear space will also become the pedestrian front door for a planned interceptor garage on the City-owned public works yard, for which the vehicle front entrance is NE 151st Street.

The North Miami Beach Garage Rooftop will be an open space park with active green urban space at the 4th level roof. It is presented as programmable active spaces for performances, eateries, or a microbrewery, all of which become major attractors to bring visitors to the TOD Core, and allowing them to park in the garage below, and then discover the rest of the TOD Core. Encompassing up to 2.3 acres, it would be revenue-generating, and enhanced by its unobstructed southern exposure to southeasterly breezes.



Figure 9: NMB TOD Garage Rooftop Park

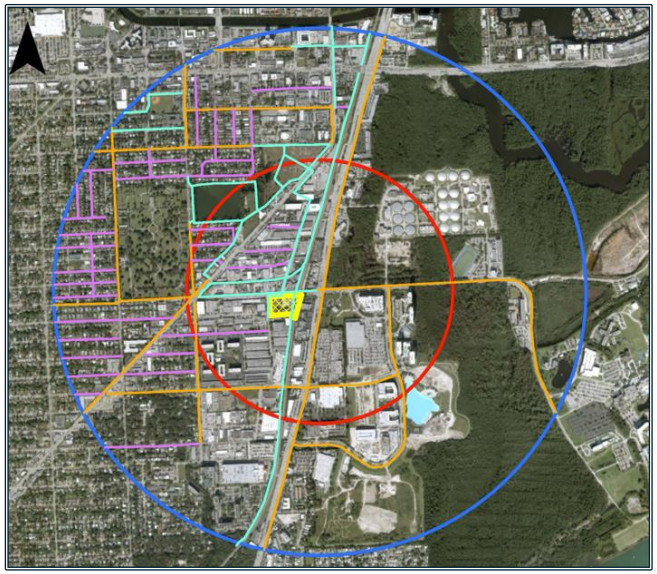
Transportation Overview

The transportation analysis for the entire 2-mile TOD area around the proposed *FIU North Campus / Biscayne - North Miami Beach Station* serves as the circulatory system that completes the TOD vision, connecting the active transit-supportive area landscape into a seamless mobility ecosystem. By focusing on the first-mile-last-mile challenge, the TOD Plan ensures that regional anchors are no longer isolated islands but are instead plugged into a high-frequency transit spine.

Micromobility and Bicycle Mobility

Moving outward from the TOD Core to the Transit Supportive Area (blue line), mobility infrastructure planning focuses on supporting micro-mobility and personal mobility. This infrastructure includes buffered bike lanes, safe bike lanes and crossings, and multi-use paths for commuting and recreational purposes. These facilities support the safe use of human-powered bicycles, as well as personal and shared electric bikes, electric scooters, and skateboards. With speeds from 15 to 25 mph, powered personal mobility devices turn the Transit Supportive Area into a 5-minute ride to the station. The Bicycle and Greenway Networks have been recommended for the TOD Transit Supportive Area, shown in the map to the right, including:

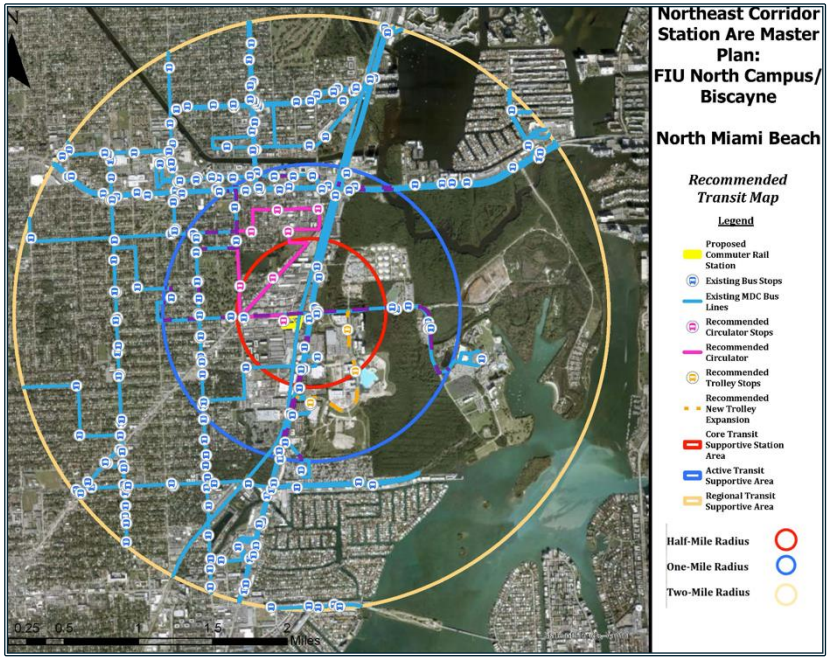
- Buffered bike lanes – dedicated bycycle lanes with traffic separation
- Mixed-Use Paths – greenways and mixed pedestrian and bicycle use
- Sharrows – bicycles in mixed vehicular traffic on low-speed streets



Map 4: NMB TOD Street Network

Transit Network

Moving further outward from the Transit Supportive Area, first- and last-mile mobility focuses on vehicular mobility, including personal vehicles for park-and-ride trips to the station, hired personal rides (taxi and ride-sharing), and transit. Recommendations include enhancing the existing Miami Dade Transit network (light blue) and the NMB Trolley network (orange) to include direct access to the TOD and station. A micro-transit circulator (magenta) is recommended to serve the short-trip demands of the TOD Core and Transit Supportive Area.



Map 5: NMB TOD Transit Network

Ride Sharing

Moving To support ride sharing, ride-share lobbies and safe, convenient ride-share pick-up and drop-offs are to be included with land development regulations at the individual development level.

Parking

To provide for the needs of park-and-ride to the Station and TOD, a public interceptor garage is proposed at NE 151st Street. The TOD Core will use lower commercial parking requirements to allow flexibility in occupation of commercial spaces with a range of commercial, office, maker, and clean-tech industrial uses. It is to be revenue-producing, allowing the City to bond for construction. The design is incorporates space for public works facilities on the first level, 2 to 3 levels of parking (400 to 600 spaces) and an active green park-like rooftop including prime space for a regional entertainment / dining experience.



Figure 10: NMB TOD Interceptor Garage along Linear Park

Recommendations Overview

The transformation of the *FIU North Campus / Biscayne - North Miami Beach Station* Transit Oriented Development starts with an integrated plan comprised of symbiotic recommendations that come together to form a new whole. The recommendations are summarized below by category.

Table 1: Recommendations Overview

LAND USE & DEVELOPMENT POLICY	
1	Create two new future land use designations and zoning districts: *TOD Core Mixed-Use* 10 -stories, 200 DU/acre, FAR = 1.5, 80% buiding coverage, providing up to 4,500 residential units and U *TOD Transition Mixed Use (west side of West Dixie Hwy)* 4 -stories, 36 DU/acre, FAR = 1.0, 80% buiding coverage, and permit live/work units, providing for transition to west
2	MU/EC zoning district – retain as currently adopted, providing for existing development rights.
3	B-2 Overlay, west of Biscayne Boulevard and east of FEC railway: retain as adopted – permits 15-story commercial mixed useMUEC – retain as currently adopted
4	Land development regulations to accommodate temporary uses to attract peoople during the transition of the TOD and existing uses in compatible urban forms to create a temporary development transition path.
5	Provide in land development regulations, general use categories with design requirements to transition existing uses into compatible urban forms tp provide path for existing business retention.
6	Designate a Railroad Quiet Zone near the intersection of NE 151st Street and the FEC tracks to reduce unneccessary train horn usage near the residential uses in the TOD.

PARKS & OPEN SPACE	
7	Provide in land development regulations, anOpen Space requrement for TOD Core of 10%, and permit rooftop open space and recreational space. Adopt a private open space standard to augment residents' parks and recreation needs.
8	Linear Park along abandoned FEC Spur from FEC Greenway, across NE 21st Avenue and west to West Diie Highway. The linear park is located along theoretical NE 152nd Street, and links to the currently planned FEC greenway along the main line.
9	Rooftop recreation space is planned on top of the TOD Interceptor Garage at NE 151st Street. The space is to be available for concessionaires for food, beverages & entertaiment, creating a regional attraction with shared parking to draw visitors.
PLACEMAKING	
10	Art-In-Public Places program is to be included with amended abd development regulations for building open spaces, building facades, or payment toward landmark installations.
11	Landmark art tis to be used to create a plaza at the intersection of the NE 152nd Street linear park and NE 21st Avenue as a visual draw into the commerce ad activity of the TOD from the Station, West Dixie Hwy, FEC Greenway, and NE 151st Street.
12	Wayfinding and marketing plan is to be developed to work with AIPP and landmark plaza locations to reinforce the branding of the NMB 151st Street / FIU TOD as a major destination and high-value place.
COMPLETE STREETS AND PEDESTRIAN MOBILITY	
13	Implement new complete streets design on NE 21st Aveneu, 152nd Street, 153rd Street, and 154th Street. Discuss with FDOT and Miami-Dade County the feasibility of changing West Dixie Highway and Biscayne Boulevard design in the future.
14	Sidewalks are to be implemented on both sides of streets throughout the TOD. Minimum clear path to generally be regulated at 6 or more feet in width with 4-ft. landscape on the curbside. Where applicable, some sidewalks will be expanded with amenities for sidewalk gathering places and outdoor dining.
15	Identified barrier intersections are to be studied. Intersections at City streets are to prioritize pedestrians and consider universal design at raised intersections.

16	North-south paseo to be implemented in the TOD Core between north side of garage at the linear park, and through to NE 153rd Street.
MICRO-MOBILITY & PERSONAL MOBILITY	
17	Complete the Greenway along the FEC Corridor, and connect to the recommended hreenway along the FEC spur as a complete multi-use greenspace path. Coordinate with North Miami and Aventura for a multi-city corridor that will allow for improved connections to Highland Village.
18	Bicycle network to provide buffered bike lanes for on-street facilities, off-street multi-use paths, and sharrows only on low-volume, low-speed streets.
19	Reinforce requirements in zoning code to provide for bicycle and electric personal mobility storage inside new buildings for the use of residents, and outside of buildings in secure and shltered spaces for the use of visitors.
TRANSIT	
20	NMB Trolley: realign the Blue Line to connect the TOD and Station along NE 151st Street to reach Highlands through Sole Mia Way and connect new major developments.
21	Micro-Transit: implement a TOD circulator to connect the Allen Park neighborhood, North Towne, the TOD, and the Station.
VEHICULAR FIRST & LAST MILE	
22	Parking in the TOD will be regulated by zoning that inludes generalized commercial parking requirements that account for shared-use and proximity to rail transit.
23	To augment commercial parking fluctuations, provide rail station parking overflow, and safe secure parking for evening attractions, the City will build a 400+ space parking garage over the public works yard with an active rooftop park.
24	Include requirements in the zoning code to provide for car-share /taxi pick-up/drop-off spaces and waiting lounges for new mixed-use buildings that include residential use.

IMPLEMENTATION	
25	Adopt NMB TOD Plan.
26	Amend Comprehensive Plan to support LDR recommendation.
27	Create new zoning category to replace B-4 Core Area and West Dixie Highway with new Transit Oriented Devlepoment District.
28	Housing study to determine target levels for affordable and workforce housing.
29	Finding of Necessity to include TOD Core in CRA.
30	Feasibility study to acquire the abandoned FEC Spur land for linear park.
31	Feasibility study for implementation and financing of recommendaed recommended NE 151st Street interceptor garage.
32	Study intersections identified as barriers to pedestrians as indicated.

Public Workshops and Steering Committee Feedback

Public Workshops and Steering Committee Feedback

Public Workshop Feedback

Consultants with the Corradino Group, led a series of public workshops to gather input and feedback from residents on what they would like to see within this TOD plan. Public opinion ranged from cautious optimism to deep skepticism. While some residents welcomed the potential for revitalization and improved connectivity, many expressed concerns about traffic, density, and the impact of ongoing and future developments, which already contribute to perceived traffic congestion. The following section summarizes the findings from the public workshops.



Figure 11: Public Workshop #2 held on August 13, 2025.

Traffic and Infrastructure Concerns

Residents are highly concerned about increased traffic, and the following themes were noted during the Public Workshops:

1. The SOLE MIA development is perceived to have already added increased vehicular traffic to the area, and the project still has more units to build.
2. The intersection of NE 151st Street and Biscayne Boulevard is seen as heavily congested and unsafe for pedestrians and bicyclists.

3. Many residents expressed concern about the potential for more congestion caused by a higher number of trains using the FEC tracks. Stating that the current freight train and Brightline train crossings cause considerable congestion.

Building Heights and Scale

Many residents expressed how they prefer the single-family character that defines much of the city, but most agreed that a mix of housing types would be nice to see. The following was noted during the public workshops.

4. There was a strong preference to avoid tall structures entirely, but many expressed that they understood the need to provide for higher densities.
5. Many expressed that the single-family neighborhoods nearby should not be dwarfed by tall structures and wished that the commercial buildings along Dixie Highway would not exceed a few stories to provide a buffer. Various TOD building types were discussed within the workshops.

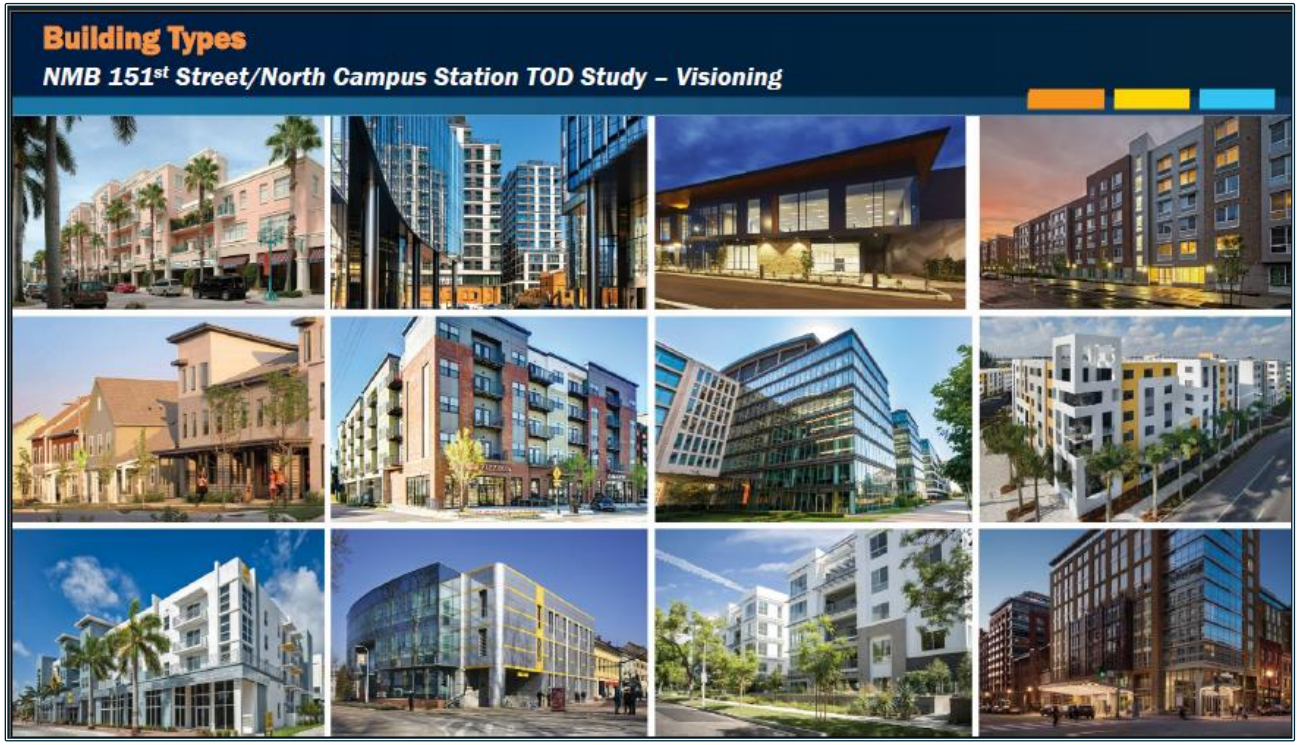


Figure 12: Building Types Vision Board

Connectivity and Equity

6. Many agreed that the single-family home area in the project area off of West Dixie Highway is isolated by commercial buildings, a cemetery, and a closed brownfield park, and lacks safe and direct access to the proposed transit station.
7. Residents state that the current climate and streetscape make walking and biking impossible and would like to see properly shaded streets and safe, and continuous sidewalks.
8. Residents expressed interest in converting the abandoned FEC rail track in the project area into a linear greenway.

9. Residents described the need for pedestrian/bicycle bridges over Biscayne Boulevard to provide more safety for pedestrians using the proposed train station.

Environmental and Public Space:

10. Residents see the undeveloped parcel between West Dixie Highway and NE 159th Street as a concern due to its status as a brownfield and contamination.
11. There was a strong desire to create streets that had shelter from the intense heat that characterizes most of the year. This included more shade and greenery.

Land Use and Zoning Preferences:

12. Residents expressed interest in allowing mixed-use zoning in the TOD area. However, many noted that they do not want to see the existing businesses pushed out entirely.
13. Many residents promoted upholding the current allowable uses within the TOD area, but would like to see more uses.

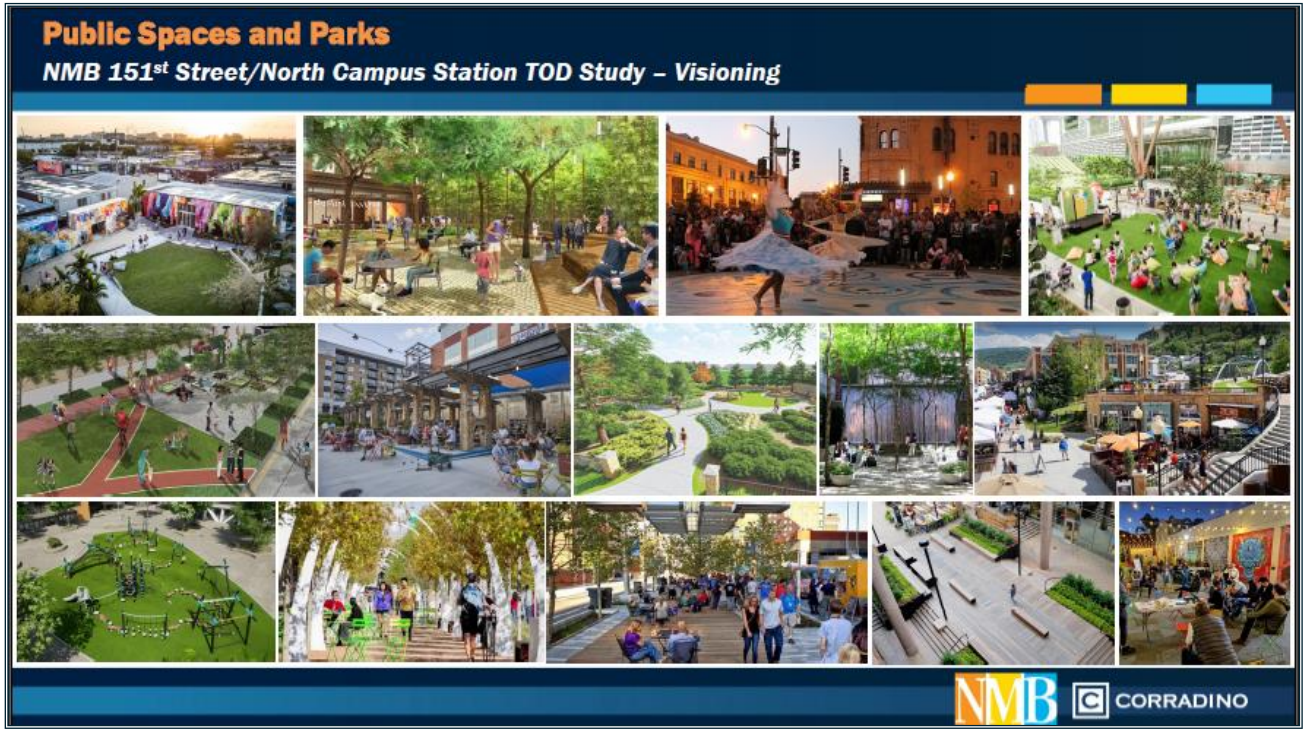


Figure13: Public Spaces and Parks Vision Board

Key Takeaways

Residents expressed a clear desire for thoughtful, inclusive planning that balances growth with preservation, safety, and environmental responsibility. While there is support for TOD principles, the community emphasized the need for:

I. Traffic mitigation,
II. Sensitive building scale,
III. Industrial job retention,
IV. Improved pedestrian infrastructure and equitable access for all neighborhoods within the TOD area.

Steering Committee Feedback

A Steering Committee was formed as part of this project that included North Miami Beach City staff, as well as staff from the City of North Miami, the Miami-Dade Transportation Planning Organization (MTPO), and Consultants from the Corradino Group. This summarizes the key points from the steering committee meetings.

Integrating Emerging Businesses/Tech into TOD

The committee detailed the possibility of integrating several innovative and high-demand industries to operate within the TOD. The following were discussed in the meetings.

1. Life Sciences: Including biotechnology, agriculture, and medical research. Strong synergy with FIU North Campus, especially in marine life sciences.
2. Avionics: Small to midsize final assembly operations for aviation electronics, requiring skilled labor and offering long-term employment.
3. Edge Data Centers: Decentralized, automated facilities with high demand and minimal environmental impact, though low job density.
4. Satellite Communications: Similar to edge data centers in automation and job density, but offering high-value employment.
5. Final Assembly of Tariff-Impacted Electronics: Clean manufacturing for high-value goods, responding to global trade shifts.
6. Co-Work Warehousing: Flexible space for startups and international businesses, with growing demand in South Florida

Mixed-Use Development with Active Ground-Levels

7. The committee emphasized the importance of transitional and flex spaces at the ground level of vertical mixed-use buildings.
8. These spaces should support incubator businesses, local makers, and artisanal enterprises, especially along Dixie Highway to extend economic benefits westward.
9. There was strong support for entertainment venues, including music and comedy clubs, and a local microbrewery as a cultural and commercial anchor.

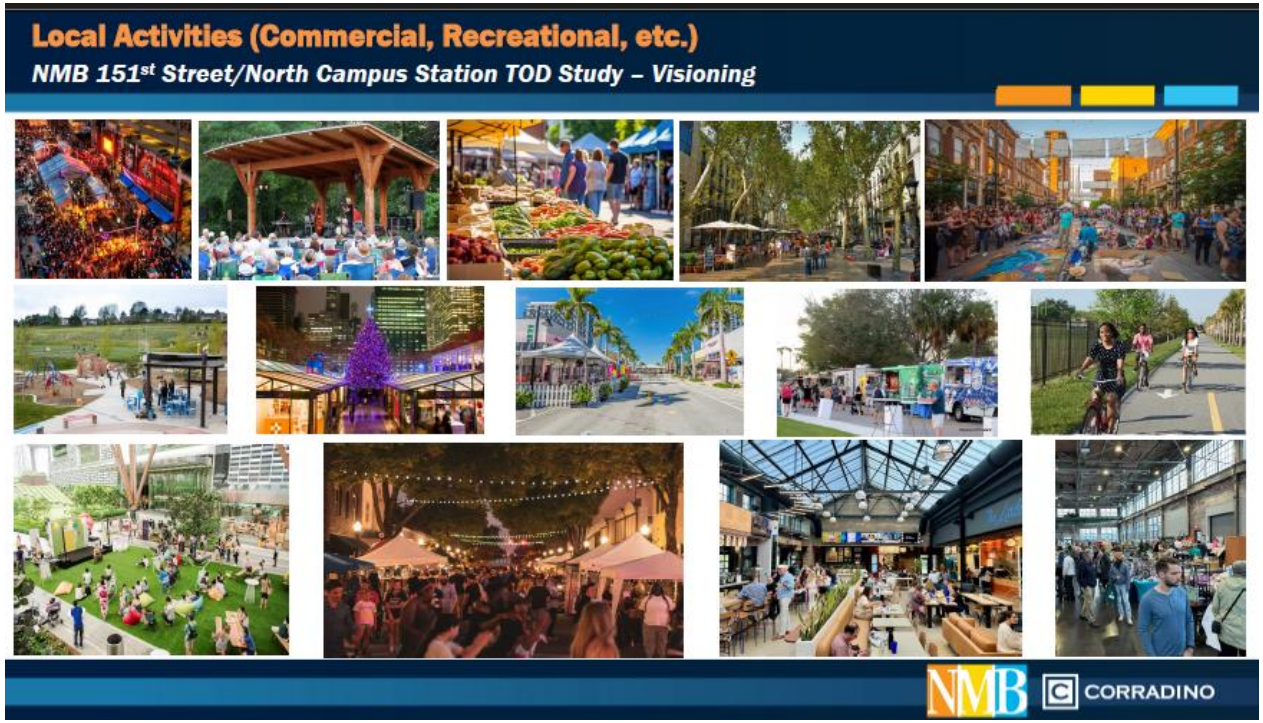


Figure 14: Local Activities Vision Board

Environmental

10. The sewage treatment plant across Biscayne Boulevard was flagged as a concern for residential development due to odor, especially given prevailing southeasterly winds.
11. The committee expressed that the sewage treatment factor should influence TOD boundary definitions and the orientation of residential buildings.

Parking

12. The committee stressed the need for substantial parking, not just for the station but for new development.
13. Lenders often require parking ratios aligned with national standards, regardless of local zoning.
14. A public parking structure was proposed as a reuse of the City's public works yard on NE 151st Street. It is centrally located and within walking distance of the TOD Core. The proposed parking for the rail station is a relatively small surface parking lot, and during peak pick-up/drop-off times, it could easily become inundated with cars. So, this garage across from the station would not only service additional rail passengers but it would also serve the patrons of the many businesses.
15. Typical parking ratios discussed ranged from 1.3 to 1.7 spaces per dwelling unit, based on a standard unit mix.

Mobility and Connectivity

The steering committee reviewed the findings from the public workshops and agreed that enhanced mobility features are needed in the TOD.

16. It was discussed that NE 21st Avenue was favored as the primary north-south pedestrian axis, with a crossing at NE 151st Street to connect the station to the TOD Core. Several mobility options discussed.
17. The unused FEC rail right-of-way was supported as a linear pedestrian park, linking West Dixie Highway to the planned multi-use path.
18. NE 153rd Street was identified as the preferred east-west corridor for retail and entertainment, with pedestrian connectivity to residential areas west of West Dixie Highway.

19. The committee supported a land use transition from residential and entertainment uses to the south and east, and employment-focused uses to the north and northwest.

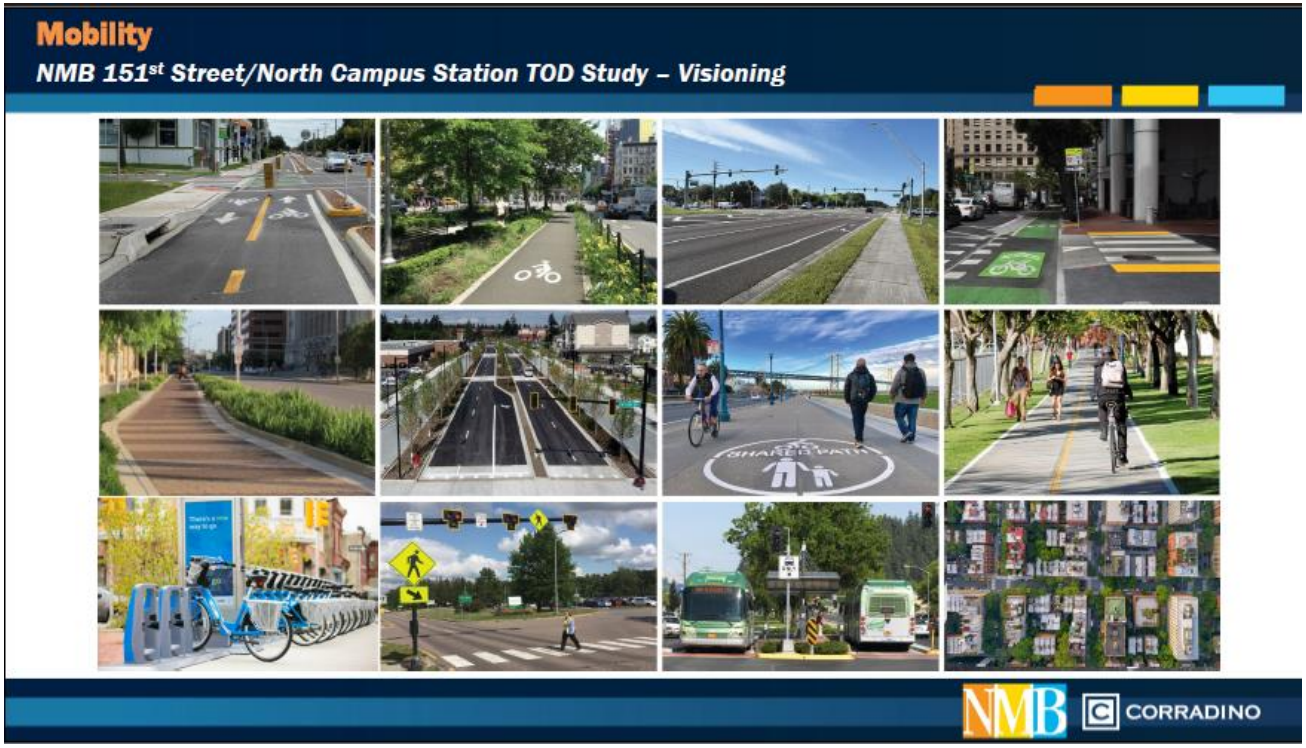


Figure 15: Mobility Vision Board at Public Workshops

Key Takeaways

The steering committee's feedback reinforces a vision for a TOD that is economically diverse, environmentally responsive, and socially inclusive. Their recommendations highlight:

I. Strategic integration of emerging industries,
II. Activation of ground-level spaces for local enterprise,
III. Infrastructure planning that supports mobility and development viability,
IV. And thoughtful land use transitions that reflect both market demand and community priorities.

LAND USE ANALYSIS

Land Use Analysis

A land use analysis was undertaken to assess whether the existing land use policies, typology, and regulations will adequately support a proposed transit-oriented development (TOD) within a 0.5-mile radius of the intersection of 151st Street and Biscayne Boulevard in North Miami Beach. In addition, this analysis identified local case studies where comprehensive TOD policies have been put in place, and highlighted any necessary policy or regulatory modifications that could be effective in North Miami Beach. The review centered on the compatibility of existing zoning, intensity allowances, design standards, and mixed-use provisions with the TOD principle. These included increased density, multimodal access, pedestrian orientation, and reduced reliance on automobile parking.

Land Use - Typology Goals

Case Studies/Best Practices

As part of this analysis, several local and national examples of successful transit-oriented developments were studied to showcase the best practices in typography utilized. The chosen examples were based on their similarity in physical conditions. Most notably, a similar climate. Throughout the public workshop process, many residents stated that the climate of North Miami Beach was too humid and hot to utilize mass transit options. The examples chosen showcase how other humid municipalities have effectively created efficient TODs where micromobility options are plentiful and serve as the direct link for many between the transit rail station and their homes.

Local Examples

Dadeland North & Dadeland South Metrorail Stations

The area surrounding the Dadeland North & South Metrorail stations was chosen as a case study for this report due to the maturity of the transit-oriented developments there. The Dadeland TOD was designed over twenty years ago and serves as one of the earliest examples in Miami-Dade County of a successful approach to one. Dadeland once had a very fragmented land use network that focused on auto-oriented infrastructure. Today, the greatest amount of population density lies within a 5-minute walk to the Metrorail stations.



Figure 16: Aerial View Dadeland

Key Land Typology Components:

a. Mixed-use, vertical development directly around the stations with high-rise residential buildings with ground-level commerce to allow daily needs trips by foot. Office uses are located adjacent to the stations to lower single-occupant vehicle use.
b. Density regulations support the use of transit through increased height limits and cluster employment.
c. The streetscapes were designed around pedestrian safety, with short block lengths, continuous sidewalks, and reduced front setbacks and side street businesses. Parking is located behind buildings to reduce vehicles crossing sidewalks.
d. Mobility hubs centered at the stations promote transit ridership through connections to local bus routes, bike racks, and bike lanes. E-Bikes and scooters are located outside the entrances to the stations, and rideshare pickup zones provide for even more connectivity.

Key Takeaway:

Dadeland proves that when a TOD is created through a comprehensive approach that includes high density, a mix of uses, and bicycle-pedestrian-scaled streets, it has the ability to significantly reduce single-occupant vehicle reliance even in a suburban, car-oriented location.

South Miami Station District

The South Miami Station District is a transit-oriented development approach based around servicing the Metrorail station near Sunset Drive and Dixie Highway. Sunset Drive has historically served as the city's central business district, but the land use surrounding it was tailored toward car-oriented commercial plazas and single-use parcels. This station district connects many retail, entertainment, medical uses, offices, and a high number of housing units within a short walk to the Metrorail station platform.



Figure 17: Aerial View of South Miami Metro Rail Station

Key Land Typology Components:

a. The City encouraged mixed-use development concentrated around the Metrorail station and along the downtown core, which resulted in the land use shifting from single-use parcels and large surface parking lots to vertical mixed-use buildings with active ground floors. The City's downtown vision emphasizes Metro Rail station access, pedestrian circulation/safety, and bicycle storage as priorities.
b. The station area contains a mix of housing, retail, restaurants, entertainment, offices, and civic uses that support high transit ridership even at non-peak travel times. This leads to a reduction in single-occupant vehicle use.
c. The city's placemaking and complete streets guidance promotes smaller vehicle travel lanes, continuous sidewalks, enhanced pedestrian crossings, and urban greenery. All of which promote a more walkable neighborhood.
d. The station area prioritizes intermodal connections over vehicle use by requiring bicycle facilities, bus stops at the station, and a reduced allowance of vehicle parking. These have helped change the area from a park-and-ride aesthetic to a walk-and-ride.

Key Takeaway:

The South Miami Station district showcases how TOD-approached planning can lead to improvements in transit ridership and create walkable communities that offer multi-modal connections, while reducing reliance on single-occupant vehicle trips in a suburban area.

Golden Glades Multimodal Transportation Facility

The Golden Glades Multimodal Transportation Facility was selected as a case study for this report due to its strategic role as a major regional transportation hub in northern Miami-Dade County and its emerging potential as a transit-oriented development node. Although this TOD zone is in its infancy and is often the cause of headaches for many South Florida drivers, the comprehensive planning approach for a successful TOD zone is in place. Historically, Golden Glades was dominated by highway infrastructure, expansive surface parking, and low-density, auto-oriented land uses. Recent redevelopment efforts have transformed the site into a multimodal hub that integrates commuter rail, bus, and future rapid transit, while setting the stage for higher-density, mixed-use development within walking distance of transit.

Key Land Typology Components:

a. The facility consolidates Tri-Rail, Metrobus, intercity bus, and future commuter rail services into a centralized zone. Covered pedestrian walkways and clearly delineated transfer points reduce barriers between modes and encourage transit use over single-occupant vehicles.
b. Redevelopment plans prioritize infill housing, retail, and office uses on parcels adjacent to the hub. By clustering residences and workplaces near transit, the facility supports a variety of trip types such as commuting, errands, and leisure without relying on cars.
c. Future plans call for structured parking and limited vehicular access, which frees space for sidewalks, shaded plazas, and landscaped corridors. Dedicated bike lanes, racks, and E-bikes/scooters provide first- and last-mile connectivity options and extend the area's walkability.
d. Green infrastructure, stormwater parks, and shaded pathways reduce the discomfort of walking in South Florida’s humid, subtropical climate and encourage active travel.

Key Takeaway:

The Golden Glades facility illustrates how a traditionally car-dominated, suburban interchange can be transformed into a people-oriented, multimodal TOD node. By integrating transit, mixed-use development, and pedestrian- and bicycle-friendly infrastructure around a centralized hub, Golden Glades has the potential to significantly reduce single-occupant vehicle reliance and create a more connected, walkable, and transit-supportive environment in northern Miami-Dade County.

MiLine Miami Apartments:

MiLine Miami serves as a premier model for linear urbanism by transforming narrow, irregular former railway parcels into a vibrant mixed-use hub. Despite having minimal traditional street frontage and a site assembly consisting of thin, disconnected lots, the project succeeds by leveraging the Ludlam Trail. By orienting residential entrances and retail spaces into this pedestrian spine, the development turns its geographic constraints into a unique lifestyle amenity, proving that leftover urban land can be integrated with transit or park corridors.

Key Land Typology Components:

a. The MiLine Miami complex proves that a railway spurs can be converted into hundreds of housing units, commercial uses, and connected to park systems.
b. This project highlights that retail can thrive without a parking lot or a highway out front with a high level of pedestrian traffic.
c. The development demonstrates how to create a sense of place on a site that lacks a traditional center by using a linear path to guide the user experience.
d. Instead of providing retail only at the narrow frontage on Bird Road, it brings the public into the project with retail and restaurant establishments within its linear pedestrian path.
e. MiLine utilized a segmented architectural approach. Rather than one massive block. The development is broken into distinct buildings connected by plazas and walkways.



Figure 18: Aerial View of the MiLine Miami Apartments

Key Takeaway:

MiLIne Miami showcases how mixed-use developments can thrive in the context of industrial areas with connection to nearby parks and open spaces, and the enhancement of a sense of place through walkways and other connecting features.

Connections to Case Studies

The goals and strategies outlined for the North Miami Beach TOD plan align closely with the best practices observed in successful transit-oriented developments across Miami-Dade County and beyond. Each local case study offers valuable insights into how TODs can thrive even in humid, car-oriented environments, and how thoughtful planning can overcome physical and cultural barriers to transit use.

Like Dadeland, the NMB TOD envisions a high-density, mixed-use core centered around the proposed commuter rail station. Dadeland's success in transforming fragmented, auto-oriented land into a walkable, transit-supportive district demonstrates the importance of clustering residential and employment uses within a short walk of the station. The NMB TOD similarly proposes taller buildings near the station, with active ground floors and a mix of uses to support ridership throughout the day. The emphasis on micromobility, such as bike lanes, e-scooters, and rideshare zones, mirrors Dadeland's mobility hub model and addresses public concerns about climate-related barriers to walking and transit use.

The South Miami Station District reinforces the value of placemaking and complete streets in TOD success. Its transformation of Sunset Drive into a pedestrian-friendly corridor with reduced parking, enhanced crossings, and urban greenery parallels the NMB TOD's goals for NE 151 Street and Dixie Highway. Both plans prioritize intermodal connectivity and aim to reduce reliance on single-occupant vehicles by integrating transit with walkable, mixed-use environments. The steering committee's support for entertainment venues, local businesses, and flexible ground-floor spaces echoes South Miami's strategy of activating the station area with diverse uses that attract people beyond standard commuting hours.

Golden Glades offers a forward-looking example of how a traditionally car-dominated interchange can evolve into a multimodal hub. Its integration of multiple transit modes, infill development, and green infrastructure aligns with the NMB TOD's vision for connectivity, environmental resilience, and equitable access. The proposed pedestrian bridges, linear parks, and shaded corridors in NMB reflect Golden Glades' approach to overcoming climate and infrastructure challenges. Together, these case studies validate the feasibility of the NMB TOD's goals and provide a roadmap for implementation that balances density, mobility, and community character.

Feasibility of Goals

The goals and vision from the public workshops and steering committee meetings for the North Miami Beach Transit-Oriented Development plan are ambitious yet largely achievable. Both the public and the steering committee expressed strong interest in creating a vibrant, connected, and economically diverse district centered around the proposed commuter rail station at NE 151st Street and Biscayne Boulevard. Realizing this vision will require addressing critical challenges related to density, land assembly, infrastructure, and compatibility of uses.

While higher densities are essential to support high transit ridership and justify infrastructure investments, many residents fear that such growth will worsen traffic congestion, especially considering the impacts of approved future developments. The steering committee acknowledged this tension and emphasized the need for strategic land use transitions. This approach may help balance ridership goals with community concerns, but it will require careful planning and design to ensure compatibility and mitigate impacts.

Fragmented land ownership within the TOD area is another challenge. The parcels surrounding the station are small, individually owned, and scattered across a mix of industrial, commercial, and residential uses. This fragmentation poses a challenge for investors seeking to assemble land for larger projects, potentially leading to long periods of underutilization or vacancy as acquisitions slowly progress. Such conditions can undermine public confidence in the TOD initiative. To counter this, proactive strategies such as land banking, public-private partnerships, and interim activation of vacant lots are recommended to maintain redevelopment momentum, establish placemaking, and increase demand.

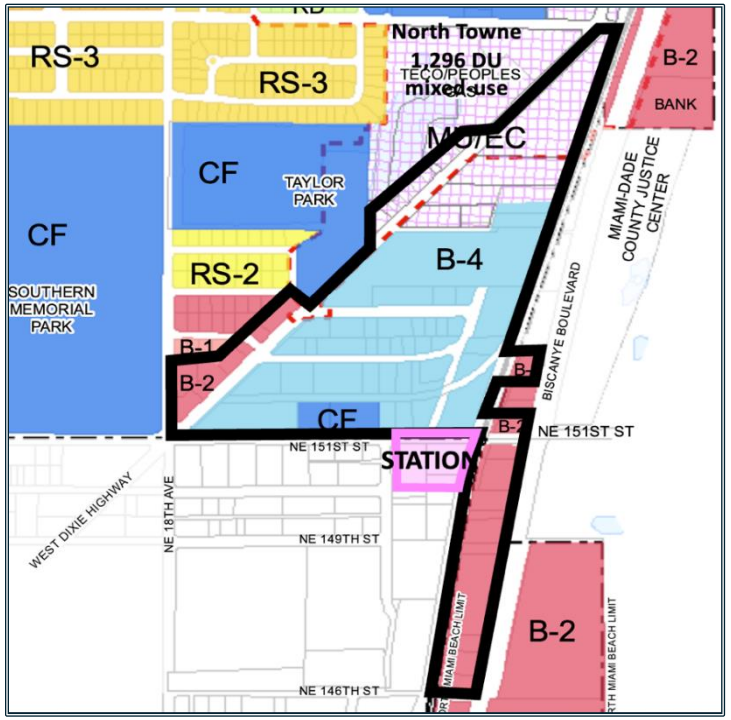
Land Development Regulations - Zoning

Existing Zoning and Land Use Patterns

The residential zoning districts within the 0.5-mile TOD study area are predominantly classified as RS-2, RS-3, RS-4, B-1, B-2, B-4, and CF. These are highlighted in Figure 31. The residential designations collectively accommodate a range of low- to medium-density residential development types, including single-family detached dwellings, duplexes, and small-scale multifamily buildings generally limited to three stories or fewer. The maximum permitted residential density within these districts is eight dwelling units per acre, which reflects the area's historically suburban development pattern and may present constraints to achieving the higher residential densities typically associated with TOD environments.

For this study, we consider the single-family areas as a low priority for recommending changes in land use or zoning, respecting the sanctity of peoples homes. For recommending changes in land use, the study focuses on the 1/4-mile walking distance to the rail station that is developable and within the City of North Miami Beach. This area is the Triangle that is within the area bounded by Biscayne Boulevard (US-1), West Dixie Highway, and NE 151 Street. The "Triangle incorporates land that is regulated by four existing zoning districts, with most land predominantly defined by the B-4 zoning district, encompassing most of the land from NE 151 Street to NE 155 Street. The four zoning districts are listed in the table below. The existing B-4 zoning combines with the existing land use together create a favorable condition for redevelopment in which:

a. The land is relatively underutilized in terms of built area
b. Ownership patterns are fragmented



Map 6: NMB Zoning Within the TOD Core

c. B-4 zoning is predominantly for light industrial use, and creates a condition is which has fewer compatibility constraints on redevelopment; and
d. The existing pattern of uses that define a workspace area, are the space to enable the input of the community and stakeholders' the concept to retain workspaces for makers and clean-tech manufacturing.

Based on the existing zoning, and not including the MU-EC area which has multiple performance zoning attributes, and already includes a greater level of development rights than the B-4 area, the table below summarizes the capacity of existing zoning.

Table 2: City of North Miami Beach Existing Zoning Regulations in TOD Core

Zoning District	B-4	B-2	MU-EC	CF
Name	Distribution Business and Light Industrial	General Business District	Mixed-Use Employment Center Core & Transition Sub-areas	Community Facilities
General Use	intensive retail, service, wholesale and light industrial or processing that play a distributive or supporting role to the overall business community	retail and service commercial uses of a general nature which serve the diverse consumer needs of the entire community	development supportive of high technology and service-based activities that are compatible with residential uses	community facilities of both a public and quasi-public nature to serve surrounding residential neighborhoods
Lot Area (min.)	15,000 sq. ft.	5,000 sq. ft.	not applicable	1 gross acre
Lot Width (min.)	100 ft.	100 ft.	not applicable	100 ft.
Height (max.)	4 stories & 45 ft.	15 stories & 150 ft.	20 stories & 255 ft.	3 stories & 35 ft.
Intensity (FAR, max.)	3.4 (4 stories x 85%)	12.0 (15 stories x 80%)	3.35 (average based on net lot area)	3.0 (3 stories x 75%)
Residential Density	0	-	134 DU/acre$_{net}$	0

Zoning District	B-4	B-2	MU-EC	CF
Building Coverage	85%	80%	not applicable	75%
Pervious Area (min.)	15%	20%	not applicable	25%
Net Area in Core	22.24 acres	36.05 acres	17.14 net acres in triangle 37.6 total MUEC	2.30 acres
Residential Units	0	5,000 (approx. with overlay)	2,300 in TOD Core 3,600 total MU/EC	0
Floor Area Potential	3,293,376 sq. ft.	18,844,620 sq. ft.	2,500,000 in TOD Core 4,000,000 total MU/EC	300,000 sq. ft.
Floor Area Existing	397,529 sq. ft. 12% of potential	765,716 sq. ft. 4% of potential	-	22,976 sq. ft. 8% of potential

While some of the existing zoning frameworks do provide a foundation for incremental growth and limited mixed-use development, several regulatory characteristics may hinder the creation of a transit-supportive environment. The low-density thresholds in residential districts restrict opportunities for higher-density housing, which is critical for supporting potential transit ridership and creating a vibrant, walkable station area that is built around a bicycle-pedestrian focus. The industrial use, combined with low height limits in the B-4 zone adjacent to the planned station, inhibits opportunities for vertical mixed-use or higher-intensity employment and residential development. To align the zoning framework with TOD objectives, future amendments should focus on increasing allowable densities and heights, introducing mixed-use provisions in industrial areas to promote compact, pedestrian-oriented development patterns around the proposed transit station.

Recommended NMB TOD Core Land Use Mix

Transit Oriented Development core areas are typically designed with coordinated infrastructure and land development regulations to create a compact, mixed-use walkable environment to ensure that there are both daytime and nighttime populations to utilize development, and utilize the transit station in both directions at both peaks of the day.

The three possible combinations of mixed use are summarized below, each suggesting different building forms and typologies.

Retail and Office Mixed-Use

The Retail and Office Mix-Use typology supports positioning the NMB 151 Street Station TOD as a Tertiary Employment Center in the regional economic context of the Northeast Corridor. The salient characteristics are:

- Retail on Ground Floor, where retail serves the local needs of employees and business patrons as well as attractors that serve as destination retail on weekends.
- Retail is mostly supported by office clientele and employees.
- Offices and other professional uses are located on upper floors.



Figure 19: Retail/Office Mixed-Use Example - 5th and Broadway,

- The retail and office mix in an urban grid typically works best as vertical mixed-use.
- It is a proven concept for investment and design, with many operating examples.
- Parking utilization is constrained as most parking utilization is during the business day. Parking capacity may be underutilized on weekday and weekend nights.
- There is better potential for shared parking between weekday and weekend if there is destination retail.
- It supports a mostly daytime population and will more likely generate stronger directional peaks for the transit station demand.

Retail and Residential Mixed-Use

The Retail and Residential Mix-Use typology supports positioning the NMB 151 Street Station TOD as a Bedroom Community in the regional economic context of the Northeast Corridor. The chief characteristics are:

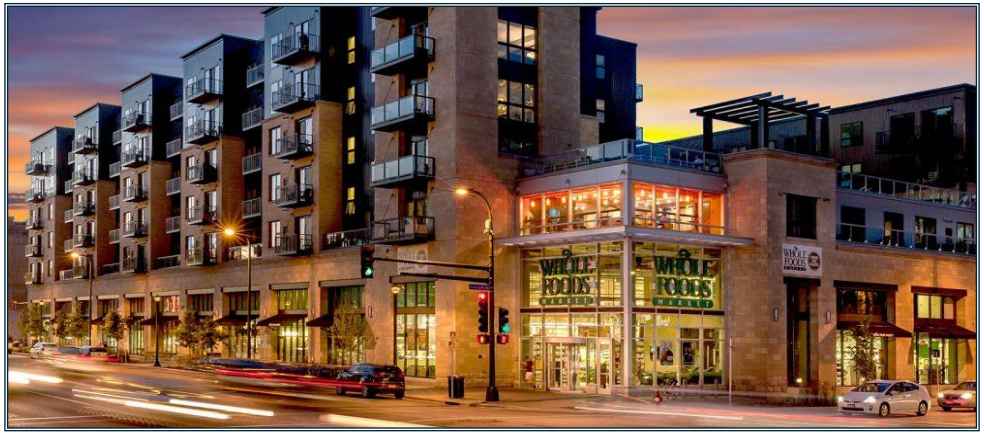


Figure 20: Retail/ Residential Mixed-Use Development Example – Uptown,

- Retail on Ground Floor, where retail can serve local needs of residents as well as attractors that serve as destination retail on weekends.
- Retail is mostly supported by residents.
- Residential units and amenities are located on upper floors, with ground floor retail, lobbies, and residential amenities.
- Works best as vertical mixed-uses, keeping residences away from fronting busy retail streets.
- It is a well proven concept for investment and design.
- Parking utilization is good, with good potential for shared parking between night and day; however, residential uses still often reserve guaranteed spaces for residents, creating less efficient parking utilization and about 10% to 15% parking surplus in the evening.
- Supports both daytime and nighttime populations, with more focus on nighttime population.
- It supports a mostly nighttime population, and will more likely generate stronger directional peaks for the transit station demand

Light Industrial, Office, and Retail Mixed-Use

The Light Industrial, Office, and Retail Mix-Use typology supports positioning the NMB 151st Street Station TOD as a Tertiary Employment Center in the regional economic context of the Northeast Corridor. The main characteristics are:



Figure 21:, Adaptive Reuse: What to do with vacant commercial property - Thesis

- Clean tech, light industrial, and other compatible light industrial workspaces are located generally on the ground level, in buildings that are characterized by high-volume ceilings and large open floors.
- The high-volume ground floors may include mezzanines for associated office space that is part of the manufacturing work.
- Accessory needs retail can also be located on the ground floor in separate spaces with doors to the street.
- Residential uses are in separate buildings above retail.
- Office space may be located above light industrial uses.
- Works both as vertical mixed use, horizontal mixed use, or a combination of both.
- It is not a fully proven concept for investment and design; however, there is strong interest in many American cities for adaptive reuse of former industrial-only areas.
- Parking utilization is generally during the business day, unless there are night operations. Parking capacity may be underutilized on weekdays and weekend nights.
- There is better potential for shared parking between weekdays and weekends if there is destination retail
- It supports a mostly daytime population and will more likely generate stronger directional peaks for the transit station demand.

Recommendation for Hybrid Mixed-Use Typology

The recommendation for the NMB TOD is for a Hybrid Mixed-Use Typology, based on advice from the Steering Committee and Workshop participants.



Map 7: TOD Core Area Mixed-Use Types

Residential & Retail Mixed Use south of NE 153 Street

residential mixed-use with ground-floor commerce

includes regional entertainment draws

Workspace Mixed Use north of NE 153 Street

workspaces, clean-tech industries & offices

ground floor mix of retail & presentable workspace

current entitlements and plans for the MU/EC per the comprehensive plan

Corridor Residential/Commercial Mixed-Use west of Biscayne Blvd.

The B4 Overlay already has entitlements to 15 stories

The recommendations are only to retain the existing "basket of rights."

Transitional Makers / Residential Mixed-Use west of West Dixie Highway

low intensity mixed-use to support maker economy, artisans, and incubators for knowledge and skills professions

transitional heights: 4 stories

The major points for the motivation and salient characteristics of the Hybrid Mixed-Use concept are:

- The existing condition of the South Triangle Core is characterized by predominantly light industrial and warehousing uses. The area's relatively underdeveloped characteristic is a development opportunity. Moreover, the value of light industrial properties in Miami-Dade County is increasing, while the supply is contracting. The retail market has limitations, is uncertain at national and local levels, and shows high turnover in some markets. For North Miami Beach, the future development of the 163rd Street Mall as a potential lifestyle center and plans for Hanford Boulevard as a Main Street in close proximity to the TOD also provide for potential competition. The TOD's proximity to the 167/163 Street and US-1 corridors also merits consideration. The general office (medical office is an exception) market is relatively slow in the post-pandemic economy. On the other hand, there is increasing demand for clean industrial properties for long-term occupancy by high-tech and green industries (those that do not include heavy machinery or unsafe processes) to locate in Miami-Dade County and provide long-term and well-paid job opportunities.
- Along with spaces for corporate commerce, there is a nascent demand for "maker spaces", as more people endeavor with their own small businesses to make merchandise, arts, crafts, and bespoke products for local and world distribution. "Maker spaces" are small light industrial spaces that, by careful land development regulation and their small scale, are viable for local ownership and compatibility with communities at the edges of the TOD station area. Maker spaces are becoming increasingly supported by many municipalities revising land development regulations, and there are now codified precedents for establishing these uses. Maker spaces also provide an activity basis for small, local events such as street festivals that North Miami Beach has been actively seeking, as it promotes a family-friendly community that has things to do within the City.
- Depending on the scale, both corporate clean industrial spaces (larger) and maker spaces (micro) can be well supported through adaptive re-use or by new concepts for mixed-use construction.
- In addition to large, open-floor building spaces, clean, new industrial economies need utility and transportation infrastructure, for which walking distance to high-capacity regional transit will play a major role in attracting skill and knowledge-enhanced labor markets from regionally diverse home locations.

- Major research and educational institutions often play a pivotal role in attracting clean high-tech design, development, and production commerce. The FIU Biscayne Bay campus is 1-¼ miles across Biscayne Boulevard to the southeast of the TOD Core. The 200-acre campus has an enrollment of 7,000 students and offers degree programs in marine biology, nursing, business, journalism, mass media, and hospitality management focused on cruise line operations. The research focus of the North Campus in marine biology can be a focus for green industry employment spaces in the station area. Mobility connections will be critical for the station area. FIU is further than walking distance, so first-last-mile mobility connections will be critical.
- The presence of FIU places a large demand within the larger station area for affordable and workforce housing, entertainment, and retail activities in a consolidated, comfortable mixed-use environment, and regional transit travel within the range of first-last-mile mobility services.
- A range of business sectors for which there is current demand for space in other areas of Miami-Dade, and those that would have potential to fit into the mixed-use NMB TOD include:
    - Life sciences: includes a broad group of natural and applied sciences that includes fields of agriculture, biotechnology, and medicine. In the areas of medicine, specific uses may be laboratory and research facilities in affiliation with or supporting the growing South Florida healthcare sector. Biotechnology, particularly marine life sciences, has significant potential to support one of the major research areas of the nearby FIU North Campus, which is part of the TOD mobility service area.
    - Avionics: includes the manufacture, or more likely final assembly of components for electronics that are specific to the aviation industry, including navigation systems, aircraft controls, and powerplant controls. The scale is small to midsize, and the sector is defined by high precision, strict quality control, and high-value products that require highly trained workforces with generally long employee retention.
    - Edge data centers: smaller, decentralized computing and data storage facilities located close to the source of data or to the end user to enable faster processing with reduced latency and lower bandwidth consumption. The group notes that although there is a strong demand for the use, and it is a “clean” use, the intrinsically high level of automation translates to a lower raw number of jobs per floor area, but higher-paying employment.

- Satellite communications: in a similar manner to edge data centers, this use exhibits area demand and growth, and it is a "clean" use, but the intrinsically high level of automation translates to a lower raw number of jobs per floor area, but higher-paying employment.
- Final assembly of tariff-impacted electronics: a unique and timely potential for growing clean manufacturing businesses in the area, is the need for foreign manufacturing that is impacted by new tariffs to move final assembly spaces to the US. Typically, these uses would be for high-value items, where final assembly of components for the US market can be undertaken. As a final assembly, it is a "clean" use, requiring highly trained workforces with generally long employee retention.
- Audio-Visual: Focusing on technical and creative skills for sound, such as for movies, music, and other applications, this builds upon local strength found in the area's vocational schools and FIU programs at the North Campus.
- Co-work warehousing: a unique sector, that has a burgeoning demand in Doral and Airport West, is for flexible warehouse and associate office/work space for a variety of foreign, national, and incubator businesses that require variable work space, inventory space, and trans-shipment space needs for growing businesses in South Florida. The steering committee also noted that this use, although requiring large needs for space and potential tax base, may be less intensive in terms of employees per floor area.

- Transitional areas and Core flex spaces are included to provide viable ground-floor space for incubator businesses, small local maker economy participants, and artisanal businesses. These uses may be part of the traditional ground-floor uses in vertical mixed-use buildings and will also serve as the economic development component, extending across West Dixie Highway to include the neighborhoods to the west and more equitably distributing the benefits of economic development from the TOD.
- The station area has a history in music production, with Criterion Studios located at 1755 NE 149th Street in North Miami. The music studio was founded in 1958 and has been in continuous operation, where hundreds of gold, platinum, and diamond singles and albums have been recorded and mastered for many notable artists and producers. Speaking to the possibilities for branding and placemaking, Steering Committee members and Workshop participants suggested

planning an outdoor music venue as part of civic infrastructure within the public realm of the mixed-use station area, further emphasizing that it is a much-needed cultural infrastructure for the area.

- Throughout the study at workshop meetings, there has been an expressed desire for spaces for entertainment venues, with some supporting restaurants, noting that there is a need in the northeast for music, comedy clubs, and other performing arts venues. There should be emphasis on a local microbrewery, since experience has shown them to be strong anchors to attract patrons for the other uses. These types of entertainment uses become a regional draw to bring new people to support redevelopment and create demand for transit usage in the evenings.
- Planning for parking will be important to the success of the TOD, and will vary depending on the specific characteristics of redevelopment. More and flexible parking capacity will be required for the station and for new development. The planned parking for the TOD is sufficient for the short term for the station only in the initial years of operation.
- The concept is new and not well proven, but there is much new development interest in the workspace element in major American cities. Most plans are adaptive reuse of older, large industrial structures. The NMB TOD does not have that type of existing environment and will need to invent new typologies to attract investment and a market for this type of mixed-use.
- Parking utilization will be good, with good potential for shared parking between night and day; however, residential uses will need to have reserved guaranteed spaces for residents.
- The Hybrid Mixed-Use supports both daytime and nighttime populations.

Recommendation for TOD Core Intensity, Density, and Building Heights

In the TOD core area defined by the Triangle that is currently zoned B-4, there are 22.24 net acres, not including rights-of-way. The part of the Triangle that is zoned MU/EC includes 17.14 acres and will support 2,300 residential units according to the land use plan application. The B-2 Overlay Area that is within a ¼ mile walking distance has the potential to accommodate 5,000 residential units. A review of the census tracts within the TOD area indicates that an estimated 21,529 people currently live in the TOD area, of which almost none live in the TOD Core.

Based on the estimation to support the transit station in the horizon year 2045, for a corridor ridership of 21,400 daily linked trips, we estimate that 28,500 residents and/or employees are needed in the TOD area. The average number of persons per household in North Miami Beach is 3.0; however, in multifamily areas, particularly for mixed-use TOD areas that typically attract younger persons, we would expect 2.5 persons per household, which correlated well with many multifamily residential unit mixes that are approved. This provides that in the TOD Core area, 11,400 residential units are needed.

Total residential units needed in the walkable TOD Core (Triangle)	11,400
Planned residential units in the MU/EC part of the Triangle	2,300
Potential Units in the B-2 Overlay	5,000
Number of Units to plan for in the south part of the B-4 Triangle (5-minute walk to the station)	**4,100**

The residential density required to accomplish this is: 184 dwelling units per acre.

Based on this, an estimate of typical average dimensional parameters for all building space associated with an average residential unit, based on typical unit mixes, indicates that the residential floors, amenities, circulation, lobby, back-of-house areas, and parking provide an aggregate of 1,728 sq. ft per residential unit.

For a building with a maximum building coverage of 80%, this provides a density per residential floor, including parking levels, of 25.22 residential units per acre. At this density per floor, the number of residential levels per acre to achieve a ground density of at least 184 residential units per acre is 7.30 floors, rounded up to 8

This provides a base level for the number of residential floors to recommend: 9 stories as-of-right, including parking levels.

This is added to 1 level of commercial on the ground floor. Based on the uses that are recommended to include clean tech manufacturing, knowledge workers, and makers, the recommended height for the minimum ground floor is 30 feet from grade to the second floor. To allow for additional use of the tall ground floors for retail, office, and other uses that don't require as much height, it is recommended to permit mezzanines on the ground floor occupying up to 33% of the floor below.

The commercial space recommendation is a single parking rate, at half the ITE Shopping Center land use rate of 1 space per 600 sq. ft., with overflow assigned to the recommended public garage. This rate accounts for a 20% reduction for mixed-use shared parking, and 20% reduction for transit proximity. This leaves 10% of the remaining rate to be absorbed by the public garage.

The resulting as-of-right building envelope for this area on a per-acre basis and for the 22.24 acres of the Triangle would then be:

Table 3: Recommendation for TOD Core Intensity, Density, and Building Heights

NMB TOD Core Development Parameter	Recommendation
Building Coverage	80%
Residential Density	182 residential units / acre 4,484 residential unit potential
Commercial Intensity (FAR)	1.06 1,030,633 sq. ft.
Number of Floors	10 total 1 ground floor with optional mezzanine 2 parking decks 7 residential or office floors
Building Height	138 feet 30 ft. ground floor, 11' per residential floor, 10 per parking deck, 11' for rooftop recreational uses
Off-site Commercial Parking Demand	355



Figure 22: NE 153rd Street Visioning Concept - NE 153rd Street in transition – residential mixed-use on the south side (right) and Industrial adaptive re-use on the north side (left)



Figure 23: North -South midblock connection paseo from interceptor garage and FEC linear park to NE 153rd Street in transition wit adaptive re-use in foreground.

Height Bonuses

Development bonuses are important to attain development characteristics that are important public benefits; whereas the same characteristics, if required, would be overly burdensome and costly to investors who would look to invest elsewhere. The development bonuses that can be used initially are based on providing additional building height and floors. Residential density and overall development intensity using Floor Area Ratio (FAR) are more difficult to implement without amending the underlying Comprehensive Plan policies and Future Land Use Map designations that control both.

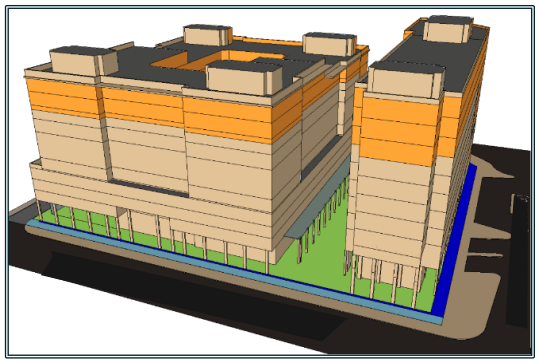


Figure 24: Bonus Floor Diagram

The important characteristics for providing meaningful bonuses as incentives are:

- Provide bonuses in exchange for buildable, permanent characteristics that are a public benefit to the redevelopment area;
- Provide reasoned economic parity between the benefit sought and the development bonus, such that the bonus provides a good incentive for providing the public benefits, while generating sufficient public benefit.
- Provide a bonus that does not incur a financial cost to the City;
- Provide benefits that can also provide long-term benefits to the developer/owner, creating additional incentive.
- Provide a menu of possible benefits that a developer can provide for development bonuses.
- Limit the cumulative effect of development bonuses overall; and
- Limit bonuses away from sensitive areas where additional development diminishes neighborhoods or preservation areas.

Four possible benefits of requesting a height bonus are:

1. Open Space: To encourage the provision of more open public space.
2. Green Certification: Bonus building height may be granted for achieving LEED Certification or equivalent
3. Green Roof: Bonus building height for providing a green roof for urban open space.
4. Affordable and Workforce Housing: Bonus building height for providing a mix of workforce housing (60% to 140%) of the Miami-Dade County median income (AMI) or affordable housing (below 80% of AMI), consistent with City policies.

NMB TOD Core Recommended Permitted Uses

Commercial real estate markets are evolving more rapidly than ever before to respond to the realities of consumer shifts toward online purchases, to changes in the way office space is used, and to the new demands of made-in-place economies. It is ever more important to assured flexibility of uses and occupations for future redevelopment. A "retail apocalypse", long heralded by direct-to-consumer retailing, has been accelerated. The lifestyle retail sector is also saturating and facing intense competition and short business cycles.

The resurgence of made-in-place, small-scale manufacturing and sales by the new sector of "makers" requires well-regulated live-work spaces that go beyond home offices to foster real commercial front doors with separated living spaces within to provide bricks and mortar space for pedestrian-scaled commerce. In addition to supporting a sustainable local economy, these spaces create market-based cross-subsidy that can simultaneously provide affordable housing and affordable commercial incubator space.

The NMB TOD land development regulations are recommended to accommodate broader and changing possibilities of uses to respond to these new markets, specific sectors of clean-tech manufacturing, along with affiliated knowledge workers, and new made-in-place, small-scale light manufacturing. As an alternative to very specific non-residential uses that are not fully inclusive of new requests and include many outdated uses, group classifications of permitted and conditional uses are proposed.

Table 4: TOD Core Recommended Land Uses

General Use Categories	Triangle South	Triangle North	West of Dixie	Biscayne Blvd
General Retail and Personal Services	Permitted	Permitted	-	Permitted
Neighborhood Proprietor Commercial	-	-	Permitted	-
Entertainment Uses	Permitted	-	-	Permitted
Restaurants and Eateries	Permitted	Permitted	Permitted	Permitted
Microbreweries and Food Halls	Permitted	-	-	-
Professional Offices	Permitted	Permitted	Permitted	Permitted
Medical Offices	Permitted	Permitted	Permitted	Permitted
Civic Uses	Permitted	Permitted	-	-
Colleges and Universities	Permitted	Permitted	-	Permitted
Places of Assembly	Permitted	Permitted	-	Permitted
Clean-Tech Light Industrial	-	Permitted	-	-
Research Centers & Labs	-	Permitted	-	Permitted
Artisanal Studios, Makers, Incubators	Conditional	Permitted	Permitted	-
Automotive Sales	-	-	-	Permitted
Automotive Specialties (services completely indoors w/ retail storefront)	-	Permitted	-	Permitted
Multi-Family Residential	Permitted	Conditional	Permitted	Permitted
Live - Work	Permitted	Conditional	Permitted	-
Townhouse Residential	Permitted	-	Permitted	-

Accommodating Live-Work and Maker Incubators

Live/Work Units (LWUs) are proposed for permitting within the NMB TOD. A Live / Work Unit is a purpose-built or purpose-renovated space that combines a commercial use and living space, for proprietorship and operation of the business by the resident as an ongoing enterprise. The workspace is suitable for running a business that is a permitted use or lawfully approved conditional use in the applicable zoning district. Live-work units are not the same as residential home offices.

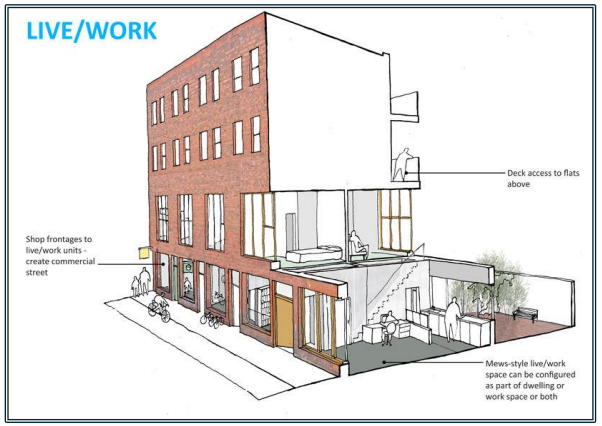


Figure 25: Live/Work Concept Diagram

The concept is designed to support incubator businesses, long-term sole-proprietor businesses, and artist studios while maintaining fine-grain compatibility with adjacent live-work units and residences. The concept adapts to changing economies and provides residential products that are more affordable by combining market-rate live spaces that incorporate workspaces to provide for business owner income for the residents. Criteria will be used to regulate LWU for compatibility, appropriate flexibility, and to ensure that LWU maintains the workspace instead of reverting to high market residential loft spaces, as many artist studios have in other cities.

Accommodating Temporary Uses

Given the underutilization of some of the spaces, the City should consider amending its code to create a category for temporary space and structures. Temporary structures for retail range from coffee to small crafts, and can help bolster the market makers and activate an area while preserving flexibility for permanent development near the station. Temporary uses generally have significantly lower capital costs at inception.



Figure 26: Food Truck Event for Temporary Uses

NMB TOD Core Parking Requirements

Planning for parking will be important to the success of the TOD and will vary depending on the specific characteristics of redevelopment. More and flexible parking capacity will be required for the station and for new development. Typical parking requirements in the City code are based on providing for the needs of suburban, automobile-oriented mobility. In general, they tend to "over-park uses" with the guiding philosophy to protect residents from parking intrusion and motorists from parking shortages at their destinations. There is no expectation of shared-use parking by complementary uses located in a compact, walkable area. Providing parking at a suburban level counters the redevelopment vision of the NMB TOD goals to increase transit use, increase walking, and provide viable mobility options in a compact mixed-use area.

The cost of regulations that force overparking are:

- Increasing traffic for local circulation among uses within the district, thereby reducing safety and comfort for pedestrians, bicyclists, and micro-mobility users such as e-scooters.
- Increasing redevelopment cost.
- Adding an additional driveway that interrupts safe pedestrian flow along sidewalks.
- Creation of parking fields in front of uses that must then be setback from the sidewalk, and removal of the continuous paths of points of interest that foster greater pedestrianism.
- Creation of unsightly parking areas along the street that counter the efforts of carefully landscaped public realm spaces and carefully regulated building facades to enhance pedestrian comfort.
- Increasing heat-island effects with increased needs for surface parking causing heat island effect, whether it is needed or not.
- Decreasing security with large empty spaces at night and distancing the benefits of eyes on the street and eyes on the building frontages.

To support pedestrianism of the mixed-use district, to reduce wasted open space for parking supply, prepare for a future less dependent on automobiles and to incentivize sustainable development by reducing the amount of parking requirement

required, the amount of parking required is recommended to be reevaluated. This is a paradigm shift with regard to providing parking supply. Right-sizing parking supply is nearly impossible for unpredictable future conditions, evolving uses and combinations, changing pedestrian synergies within mixed-use areas, and with consideration of the cost of private car use on consumer choices in urban areas. The traditional approach is to overpark. For the NMB TOD, we recommend being as close as possible to right-sizing parking supply, but it is better to err toward under-parking instead of overparking. Overparking wastes valuable urban space, creates an impediment to redevelopment, and when transit is operational and social and economic changes evolve toward lower private vehicle ownership, the NMB TOD would be left with vacant spaces that are difficult to retrofit. Under-parking may create periodic parking shortages; however, residents, employees, and visitors adjust and find alternative mobility choices. New residents are self-selecting. If there is a viable, walkable transit option and less expensive rents without paying for parking spaces, then new residents with fewer household vehicles and a greater preference to use transit will occupy the TOD.

It is important to recognize that a balance is needed. Sufficient parking will also be important for investment in the TOD, as many lenders will not fund projects that don't meet national parking standards. Experiences vary, but recent requirements and recent construction in urban areas of Miami Dade County with good transit access are in the range of 1.6 to 1.7 average spaces per dwelling unit, with typical mixes of unit types (about 10% studio, 45% 1-bedroom, 40% 2-bedroom, and 5% larger units.)

Meeting the needs of commercial parking has greater potential variation. For commercial parking, it is recommended to generalize parking requirements and incorporate transit and mixed-use reductions into the requirements.

The four main tenets for commercial parking in the NMB TOD are:

1. Generalize requirements with use categories so that commercial cells do not remain empty because of parking insufficiency on paper.
2. Reduce parking required on-site, to support pedestrianism from a person's primary destination to other commerce in the TOD.
3. Under-park to meet the general daily need, but not peaks.
4. Develop a municipal interceptor parking facility for area-wide public parking and to absorb peaks.

Municipal Interceptor Parking Garage

The recommended location for the interceptor parking facility is the City of North Miami Beach public works yard at NE 151 Street. The 2.30-acre lot is currently underutilized and will be a good site for redevelopment with a parking facility that would still retain public works facilities on the ground floor, while accommodating approximately 200 parking spaces per upper-level ramp, and a rooftop green area as a center for regional entertainment or recreation use with concessions. Upper stories can be developed for other uses missing in the area, including civic uses such as a branch of the NMB Library system and community center space.

- The location provides an access and exit point at the edge of the TOD core to reduce vehicular circulation within the pedestrian area
- The location is within minutes of walk time from the proposed rail station and can provide overflow parking for increased transit use
- Walking from the parking facility allows direct access to the linear park along the abandoned FEC rail spur, and north-south access through the block to NE 153 Street.
- The programming of the facility must include a major attraction on the roof, including a green roof, with concession space for one of the entertainment venues discussed in the uses section. This could be a bandshell-type stage, an outdoor microbrew/beer garden, or an outdoor food court with light roof coverings. Asa a city-owned property, in addition to fulfilling a desired use stated by workshop participants, the City would also receive revenue from concession rentals and fees.
- At a planning level, the parking program would be comprised of the following:
    - The ground floor at 30 ft. height, consistent with TOD Core district buildings, would continue to house the City of North Miami Beach Public Works vehicles, maintenance building, and offices.
    - Daytime Parking Use: 355 spaces as determined to meet overflow parking to allow for under-parking the commercial TOD spaces and providing flexibility for changes in use, plus additional spaces to fill 2 levels to about 400 spaces.
    - An additional level to augment the NMB/FIU Station on-site parking with a level containing approximately 200 spaces.

- Nighttime and weekend parking for regional retail, entertainment, and 2nd shift employment

- By this program, the City already owns the land, would still retain its public works yard functions, and could bond against future revenue streams from parking; therefore, not presenting a burden to the City's general funds, and more likely, along with successful redevelopment of the TOD Core, produce positive revenue into a City enterprise fund. A depiction of the recommended garage with green roof and rooftop entertainment concessions is illustrated below.



Figure 27: Public Garage between NE 151st Street and NE 152nd Street with Green Roof Concept



Figure 28: Green roof above public garage concept with recommended rooftop entertainment concessions

NMB TOD Sustainability Criteria

Sustainability criteria are recommended to encourage sustainable development within the NMB TOD that will promote the environmental health of the region and future residents of the NMB TOD. The criteria will ensure that the area is environmentally sustainable, resilient, contributes to the reduction of heat island effects, and reduces its carbon footprint. The main aspects of sustainability are:

- Street landscape and canopy;
- Personal mobility infrastructure;
- Green certification by United States Green Building Council (USGBC) or equivalent;
- Green roof construction;
- Rooftop solar power generation equipment; and
- Climate change resiliency

Sustainability policy and regulations are intended to foster architecture and urban design that minimizes the negative environmental impact of buildings through: improved energy efficiency; moderation in the use of materials; inclusion of facilities for mobility options with reduced carbon footprints; and increased green space that can reduce heat island effects, help process carbon emissions, and increase flora and fauna habitat spaces in an urban environment. Sustainable zoning uses a conscious approach to energy and ecological conservation in the design of the built environment.

While there are well established health benefits and life-cycle cost efficiency outcomes from energy reduction strategies, it is still necessary to provide additional motivation to development investors. The mechanism to encourage such design is accomplished in the zoning code both through requirements at a base level and through development bonus incentives for an increased level of benefit.

Street Landscape and Canopy

Open space, pervious areas, and landscape requirements provide a substantial baseline of green space and trees, which can reduce the heat island effect, process carbon emissions, and increase habitat. Additionally, the reduced parking requirements in the code further reduce paved areas and heat-island effects.

Personal Mobility infrastructure

Redevelopment for pedestrian-oriented, mixed-use districts must also include strategies to support first-and-last-mile (FLM) mobility and personal micro-mobility. While FLM functions to support transit and expand its capture area, micro-mobility provides environmentally low-impact personal mobility for short trips. Both include personal and shared bicycles, e-bikes, e-scooters, e-skateboards, and ride-sharing. These modes are privately owned and operated and require only public realm infrastructure and some building requirements. With relation to the land development policy and regulations, the needs are relatively low-cost, and should be requirements. The following are required to support these mobility options:

a. **Personal micro mobility storage for residential buildings:** The storage must be a secure, air-conditioned room near the primary entrance of the building and accessed from the lobby, with lighting, suitable rack systems to lock bicycles, electricity to support personal e-bike use, and a wall-mounted electric air pump. Recognizing that many residents store their own bicycles, scooters, and other devices, it is more desirable to encourage bike/personal mobility room use as much as possible, especially to relieve elevator congestion. The capacity of the rooms should encourage use with sufficient space and also accommodate the increase in personal mobility ownership.

b. **Bicycle storage for mixed-use and non-residential buildings:** All of the same requirements as for a residential building are applicable. Outdoor bicycle and personal micro-mobility racks must also be provided on primary streets in safe, secure, and illuminated locations.

c. **Car Sharing Lobby:** For residential or mixed-use buildings with more than 50 dwelling units, the car sharing lobby can be a dedicated air-conditioned indoor space or part of the main building lobby that provides a clear view to a dedicated, on-street pick-up drop-off space, seating, and close proximity to the main entrance.

d. **Shared Mobility**: Space for micro-mobility dock areas (physical rack systems or electronically geo-fenced areas) in the public realm to be provided as an amenity space in open space or along a public sidewalk without reducing the effective width of the sidewalk. Where possible, these areas should be along primary streets, or as near as possible to a primary street, co-located with transit stops where possible, and located in a safe, secure space with night-time illumination.

e. **Electric vehicle spaces**: Electrically-powered vehicles (EV) provide undisputed public environmental and health benefits and it is critical to support their continued growth with electric charging stations within off-street parking facilities.

Green Building Certification

Green Certification by the United States Green Building Council (USGBC) or equivalent standard, such as LEED, ENERGY STAR for Buildings, National Green Building Standard, Florida Green Building Coalition, is a requirement for any building that is over 50,000 gross square feet of floor area. Options are to be provided for the certifier to address potential cost differences between different certifications.

Rooftop Solar Power Generation

A building-mounted solar photovoltaic array is attached to any part or type of a building's roof. A building-integrated array maintains a uniform profile or surface of vertical walls, window openings, and roofing, and is used in lieu of a separate roof-mounted array, replacing architectural or structural components of the building. It may be within vertical facades, replacing view glass, spandrel glass, or other facade materials, while maintaining architectural requirements, except for upper-story glazing and surface materials.



Figure 29: Solar Power Generation

Green Rooftops

A green roof is a roof of a building that is covered with vegetation, and a growing medium over a waterproofing membrane, and may also include root barriers, drainage, and irrigation systems. Rooftop container gardens, recreation decks, and pools are not a green roof. The public benefits of green roofs are many, including absorbing rainwater with less load on drainage infrastructure, providing insulation for less cooling energy use, helping to lower urban air temperatures and mitigate the heat island effect, and creating avian habitat. Some benefits are also internalized to the building operating cost as well. Public benefits include urban park space in urban districts and improving the aesthetics of views from taller buildings nearby. There are two types of green roofs: 1) intensive roofs, which are thicker, with a minimum depth of 13 cm and can support a wider variety of plants but are heavier, require heavier roof structure and more maintenance; and 2) extensive roofs, which are shallow, with depths from 2 cm, are lighter than intensive green roofs, do not require heavier roof structure, and require minimal maintenance.



Figure 30: Green Rooftops above Housing

Passive Design Strategies

Passive design strategies for achieving a more sustainable urban environment include regulating the building orientation, glazed surface orientation, levels of height and step-back transition for a whole district in order to carefully engineer for the entire district solar panel locational efficiency, daytime shade for cooling, breezes; however, this level of regulation countervails to other objectives for primary and secondary street definition, neighborhood protection, and equity in permitting heights. This level of holistic strategy also requires detailed study and has not been included in the proposed regulations and incentives.

Flooding, Stormwater, and Resiliency

Much of the station area lies within Federal Emergency Management Agency (FEMA)-designated flood hazard zones, requiring thoughtful design that responds to South Florida's hydrologic realities. As identified by the FEMA Flood Insurance Rate Maps, portions of the district fall within AE and X flood zones, underscoring the need for resilient building practices and advanced

stormwater management systems. In a transit-oriented district where impervious surfaces are reduced, stormwater must be managed as an integrated public realm feature rather than hidden infrastructure. The following best practices should guide both public and private development to improve flood mitigation, water quality, and long-term climate resilience:

- **Bioswales and Linear Rain Gardens:** Integrated into streetscapes and medians to capture, slow, and filter stormwater runoff before it enters the drainage system.
- **Permeable Pavements:** Porous asphalt, pervious concrete, or interlocking pavers in plazas, sidewalks, and parking areas to enhance groundwater recharge.
- **Elevated Finished Floor Elevations:** Designing buildings with finished floors above base flood elevation, incorporating floodproofed ground floors where appropriate.
- **On-Site Stormwater Retention & Cisterns:** Underground vaults or above-ground storage systems to detain and reuse stormwater for irrigation and landscape systems.

Together, these strategies shift the district from a traditional “drain-and-discharge” model to a layered, resilient approach that aligns with FEMA requirements while enhancing the livability and long-term sustainability of North Miami Beach’s TOD district.

Additional Regulatory Review

Arterial Access

Biscayne Boulevard is a state arterial with existing driveways, wide travel lanes, and access-management rules that favor vehicular through-travel and on-site parking. Those frontage/access patterns make creating short blocks and active sidewalks more difficult without redesigning the right-of-way and modifying access rules. The city should coordinate with FDOT for a corridor redesign on Biscayne Boulevard near NE 151st Street. This could include lane reallocation, driveway consolidation, narrower lanes, and protected crossings. In addition, the city could adopt frontage and access standards in the TOD that require buildings to provide for continuous sidewalks by locating parking behind buildings and not along street frontages.

Railroad Quiet Zone

A railroad quiet zone is a designation by the Federal Railroad Administration (FRA) that prohibits trains passing through from using horns at or near track crossings. They are implemented to reduce noise impacts on surrounding communities, particularly in urban or residential areas. Currently, there is a designated quiet zone at the NE 151st Street crossing. Train horns can disturb the quality of life of those residing adjacent to the train tracks and could deter would-be buyers or renters from locating in the TOD. The developments within this new TOD district will benefit greatly from this designation in place, but the City will have to maintain this designation. With the increased number of cyclists, micromobility riders, and pedestrians expected at the train station and in the adjacent TOD district, the municipality should consider installing enhanced safety features to better alert pedestrians, cyclists, and vehicle operators to the train crossing. These safety features are called supplemental safety features. The increased safety features at the NE 151st Street crossing would help maintain the train quiet zone designation, which will support residents' quality of life, outdoor dining, active streets, and provide for more quality public spaces adjacent to the rail corridors.

The City should seek to maintain the railroad crossing quiet zone in the area around the crossing on NE 151st Street by implementing stronger bicycle and pedestrian safety measures.

The following improvements were noted for the rail crossing on NE 151st Street:

- Enhanced safety systems would be installed at the NE 151st Street crossing. These can include bicycle-pedestrian automatic gates in addition to the vehicular ones present, channelization deviations, or roadway closures that provide a higher level of safety.
- Funding for quiet zones is available through several means. FDOT's Rail Safety Program, which can allocate funds from the Federal Section 130, Railway-Highway Crossings Program, is specifically targeted at improving safety at railway crossings.
- The Miami-Dade TPO has funding for railway crossing safety through its Transportation Improvement Program (TIP). Other funding could come from FDOT traffic safety subgrants targeting transportation safety upgrades, which could be used to fund planning services for crossings.



Figure 31: Railroad Crossing Depiction

- The proposed station area sits near major planned developments and projects, including the SoLé Mia development in the City of North Miami. Differing municipal codes, development agreements, and political priorities can create misaligned height, density, and parking rules. Cross-boundary misalignment often results in disjointed urbanism.

Existing Land Policy Frameworks

There are several existing policies, plans, and regulatory frameworks that can help determine the feasibility of a successful TOD at the intersection of NE 151st Street and Biscayne Boulevard in relation to the current land use. Table 4 describes the existing frameworks.

Table 5: Existing Policy Frameworks

Plan, Entity, or Policy	Description
City of North Miami Beach Comprehensive Plan & Future Land Use Map	The City Comprehensive Plan provides the Future Land Use framework and policies that guide compatibility and allowable intensities and densities.
City of North Miami Beach Official Zoning Map and Code of Ordinances	The official Zoning Map and the Code of Ordinances provide for the land development regulations to implement the Comprehensive Plan policies locally. Any change to allowable densities/intensities for TOD will require local plan/zoning amendments or application of an overlay.
City of North Miami Beach Transit Oriented Development Master Plan (2018)	The City has previously engaged in TOD planning for a proposed station at 163rd Street and Biscayne Blvd. This plan provides conceptual station-area visions and recommendations useful for aligning local policy with transit investments. These prior efforts are a strong policy basis for pursuing TOD-enabling changes at this location.
Miami-Dade County Comprehensive Development Master Plan (CDMP)	The County CDMP establishes station typologies (Regional, Metropolitan, Community) and countywide guidance for transit-oriented land use intensity and compatibility. The CDMP's typology definitions and intent should be used to determine whether the 151st/Biscayne station area should be planned as a Community, Metropolitan, or Regional typology.
Miami-Dade Transportation Planning Organization (TPO) Long Range Transportation Plan (LRTP)	The Miami-Dade TPO provides design standards, recommended active-transportation connections, and recommendations for station access that would apply to any TOD in the county. These plans provide gap analyses and recommended bicycle/pedestrian improvements on corridors such as Biscayne Boulevard.

Gaps in Regulations and Recommendations

Land Assembly – Fragmentation

Successful TOD areas often require assembling several parcels to create cohesive block patterns and public spaces. The existing fragmented ownership in the NMB TOD slows redevelopment, and remediation issues around the largest vacant parcel within the project area add to development costs. Without tools to assemble or incentivize the development of these parcels, large projects may stall. The City could utilize tools such as creating an acquisition fund to support a site assembly authority. If the City acquires even a few parcels through an acquisition fund, it could be sold together to a developer, which helps achieve walkable and cohesive streets.

Establish a TOD Site Assembly Program:

- Create a TOD Site Assembly Program authorized to acquire, hold, and convey property within the TOD boundary.
- Focus acquisitions on vacant or underutilized parcels, parcels critical to block consolidation, and parcels necessary for pedestrian connections.
- Create a dedicated TOD parcel acquisition fund to finance parcel purchases. This can be done through tax increment financing (TIF).
- Each acquisition shall be approved by the local Planning authority.

Sale of Assembled Parcels:

- Utilize requests for proposal (RFP) process to encourage competitive solicitation for the assembled parcels.
- The RFP evaluation shall include TOD-compliant designs, bicycle-pedestrian-oriented frontages, structured parking, mixed-use buildings, and active ground floor uses.

Jurisdictional Fragmentation – Overlapping Approvals

The proposed station area sits near major planned developments and projects, including the SoLé Mia development in the City of North Miami. Differing municipal codes, development agreements, and political priorities can create misaligned height, density, and parking rules. Cross-boundary misalignment often results in disjointed urbanism.

The City can create an intergovernmental memorandum of understanding (MOU) or joint station-area plan that aligns permitted uses, parking policy, pedestrian infrastructure, and public-realm investments across municipal boundaries. Although it is not a legally binding document, it would set the framework for how the City of North Miami Beach may amend its zoning within the 0.5-mile radius of the proposed rail station in response to NMB's TOD plan, promoting more uniformity within the district. Adopting an Intergovernmental TOD MOU would include:

- Execute an Intergovernmental Memorandum of Understanding (MOU) between North Miami Beach and adjacent municipalities affecting the station area. This includes Miami-Dade County and North Miami.
- The MOU shall have a shared, defined station influence area. A 0.5-mile to one-mile radius would be ideal, but may extend to up to two miles.
- The MOU should commit to coordinating on future amendments that affect maximum height, FAR, density, parking, and ground-floor activation requirements.
- The agreement shall commit each member to notifying partner jurisdictions prior to adopting zoning changes within the defined influence area.

Urban Design and Placemaking

Placemaking

Placemaking is a process that transforms public spaces, streets, and communities into vibrant, inclusive, and engaging places that reflect the identity and needs of the residents. It goes beyond physical design to include cultural, social, and economic dimensions, aiming to create spaces that foster interaction, well-being, and a sense of belonging. Effective placemaking integrates public art, green spaces, pedestrian-friendly infrastructure, and community input to ensure that places are not only functional but also meaningful and memorable.

Urban Form and Building Facades

Urban form refers to the physical layout and design of buildings, and how they interact with public spaces and infrastructure. A well-considered urban form promotes walkability, connectivity, and efficient land use, supporting sustainable growth and vibrant communities. In the context of Transit-Oriented Development, urban form emphasizes compact, mixed-use development near transit hubs, encouraging reduced car dependency and fostering active lifestyles.



Figure 32: Double Height 30-foot Active Ground Floor Frontages

Facade requirements are design standards that guide the appearance and functionality of building exteriors. These regulations ensure that buildings contribute positively to the public realm by promoting transparency, architectural interest, and pedestrian engagement. In TOD areas, facade requirements often include elements such as active ground-

floor uses, minimum window coverage, articulated building surfaces, and materials that reflect local character. These standards help create visually appealing streetscapes, encourage street-level activity, and support a cohesive urban identity. Façade requirements for the district should consider an urban form, as well as the 30-foot first-story allowance that is recommended. District façade requirements should allow for consistency in area identity over identical development.

The City can utilize similar standards as the mixed-use districts for the TOD, but with some exceptions. Façade requirements along all rights-of-way need to be balanced, given the district's current and potential economic makeup. The area's current small shops, services, and restaurants require facades that lend themselves to smaller bays and storefronts, and the City should avoid adopting TOD regulations that would create façade requirements that would inhibit small businesses' location.

Active Frontages

- Require active non-residential uses on the ground floor along designated TOD corridors: NE 151st Street, the east side of West Dixie Highway, NE 153rd Street, and NE 154th Street.
- Require a minimum of 50% to70% of ground floor frontage that must be active uses, including retail, dining, community services, or even lobbies with transparent facades.

Prohibit Blank Facades

- Prohibit excessive blank walls at ground level by requiring that no more than 25 feet of blank facades are permitted along pedestrian-facing facades. This shall include areas along pedestrian alleys and breezeways.
- Prohibit blank walls without fenestration or articulation above ground level for more than 50 feet.

Build-to-Lines

- Primary streets should require that buildings be 60-70% of the structures built between 0 to 10 feet from the public ROW.
- Can be recessed back for plazas, outdoor dining, or breezeways.
- Secondary streets shall require 60-70% of buildings to be within 5 to 15 feet of the ROW.

Publicly Accessible Space

- Require that 5 to10% of each development contain publicly accessible open space.
- These public spaces should be required to have a minimum tree shade canopy between 40% and 70%.

Streetscape Landscaping

Street-facing development should contribute to a high quality, shaded, and walkable public realm.

Street trees are to be required along all public frontages at regular intervals. Miami Dade County requires one street tree for every 35 feet of linear frontage, requiring trees within shorter distances would promote walkability, but should consider particular tree species to avoid expensive removal/maintenance costs from roots and branches.

There should be a minimum of landscape planting zones provided along the public rights-of-way. Their location should not be as setback buffers between the building and active walkway; instead, the landscape should be located at the curbsides as a street buffer to provide for more pedestrian safety.



Figure 33: Complete Streets

Street Furniture is to be required along street frontages that include bike racks, benches, and sheltered bus stops.

All street furniture should be located in places where there is high visibility, night-time lighting, and preferably within view of 24-hour uses to maintain eyes on the street. Landscaping and street furniture should be coordinated to avoid obscuring street furniture from view Crime Prevention Through Environmental Design (CPTED) principals should be observed throughout to proactively reduce crime and fear of crime through design with natural surveillance, access control, and territorial reinforcement of private spaces.

To require development and public investment within the TOD to create active, inclusive, and memorable public spaces that support social interaction, cultural expression, and pedestrian activity. Recommendations include:

Placemaking

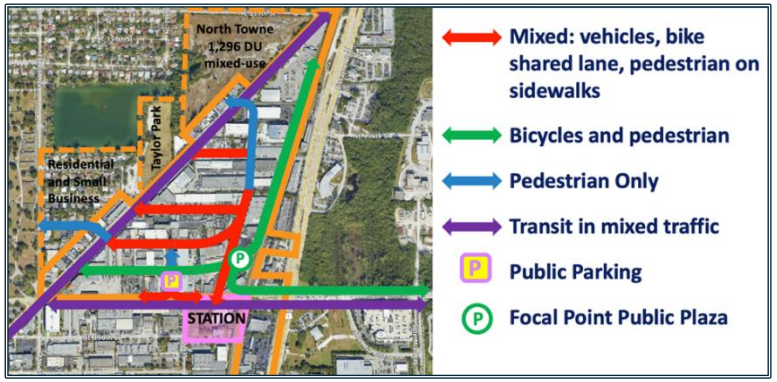
Placemaking is a process that transforms public spaces, streets, and communities into vibrant, inclusive, and engaging places that reflect the identity and needs of the residents. It goes beyond physical design to include cultural, social, and economic dimensions, aiming to create spaces that foster interaction, well-being, and a sense of belonging. Effective placemaking integrates public art, green spaces, pedestrian-friendly infrastructure, and community input to ensure that places are not only functional but also meaningful and memorable.



Figure 34: Creating Sense of Place Concept for TOD

Placemaking within the TOD are also developed through Art-in-Public Places programs or be other public-private partnerships to create active, inclusive, and memorable public spaces that support social interaction, cultural expression, and pedestrian activity. Public art installations should also be programmed within other plazas, elevated parks, or other public space required as part of development, and refer to the region's historical ties to the music industry to create a unique public art form.

A key location for natural wayfinding through terminated vistas is at the intersection of the NE 152 Street / FEC Linear Park and NE 21 Street. This location is close enough to serve as a visible point of interest, drawing pedestrians north from the 151 Street Station into the TOD. It will also serve for visual orientation to people coming out of the planned interceptor parking garage, drawing their attention and walking into the heart of the TOD. For people riding and walking along the FEC Greenway from the north, it becomes a welcoming moment and gathering point for the district.



Map 8: Recommended Street Grid

Wayfinding

In addition to employing urban design, street hierarchies, and terminated vistas to placemaking art, wayfinding is a smaller-scale, finer-grained approach to ensure that pedestrians are comfortable and find their destination and discover new points of interest. Wayfinding uses signage, ground paths, and other measures to bring people through the network. Wayfinding needs to be a system with a consistent branding to reinforce the TOD as a place of interest. Wayfinding recommendations include:

- Enhanced signage within the TOD core for directions to the train station should be installed at every intersection.
- Require that the TOD district have a uniform wayfinding design criterion that uses consistent colors, icons, and materials to improve visibility and sense of place.
- Available parking counts of public parking lots and garages should be displayed outside of these facilities.
- Dynamic wayfinding signs that depict transit schedules shall be located at the train station, bus stops, and micro mobility parking areas.



Figure 35: Wayfinding Street Signage



Figure 36: Wayfinding Street Markings

Parks and Open Space

North Miami Beach currently falls short of its adopted Level of Service (LOS) standard of 3 acres of parkland or open space per 1,000 residents. This shortfall highlights a critical gap in access to recreational and natural areas, which are essential for enhancing the quality of life in urban environments. Parks and open spaces provide much-needed respite from the intensity of South Florida's dense urban landscape, offering residents opportunities for relaxation, physical activity, social interaction, and mental well-being.

Access to green space is not just a luxury. It is a public health necessity. It is well known that proximity to parks is linked to lower stress levels, increased physical activity, and stronger community ties. In cities like North Miami Beach, where development pressures are high, ensuring equitable access to open space is vital for fostering livable, resilient neighborhoods.

North Miami Beach does not currently meet its adopted parks and open space LOS of 3 acres per 1,000 residents. As development intensifies, new methods to meet this LOS must be sought. Traditional at-grade parkland alone will be insufficient, and elevated parks should be explored along with publicly accessible space within developments in the TOD.

Elevated Parks

Amend the Comprehensive Plan and LDRs to allow elevated parks and structured open space to count toward the City's parks LOS within TOD areas. Elevated public parks must be publicly accessible for at least 12 hours a day and have a minimum size of 3,000 to 5,000 square feet.

TOD Requirements for Open Space

Establish a minimum on-site open space requirement for TOD projects of 5 to10% of gross site area that is publicly accessible through open space, plazas, or greenways. Breezeways could be counted toward this if they include parkland features. These open spaces must be visible from a public street and be directly connected to sidewalks or transit facilities.

Flood Resilience

Integrate flood resilience with parks by establishing requirements that new publicly accessible parks within the TOD be designed as dual-purpose park areas and as flood-resilience infrastructure, using bioswales and other stormwater retention systems with pedestrian walkways, meeting places, and green spaces.

Linear Urban Park – FEC Abandoned Spur Right-of-Way

The City should obtain the abandoned FEC railway spur that is theoretically NE 152nd Street, from West Dixie Highway to NE 21st Avenue, from the east edge of NE 21st Avenue to the planned greenway along the FEC rail corridor. The recommendations are:

- Use the Spur as a greenway extension that is activated 24 hours a day by permitted double fronted buildings on NE 151st Street and NE 153rd Street.
- The greenway becomes a pedestrian, bike, and micromobility mall that is also a linear park for the TOD with activation through concessions for kiosk sales.
- The greenway can also be used as an event space for art fairs and farmers' markets, in connection with programming for the rooftop level park of the interceptor garage.
- The linear park is a major component of connectivity by bringing together the neighborhoods across West Dixie Highway into the TOD, the Station, and the FEC rail line greenway.



Figure 37: Depiction of recommendation along abandoned FEC spur right-of-way for NE 152nd Street linear park

Housing Opportunities

Housing Affordability:

Like other communities in South Florida, the affordability of housing has been a growing crisis, with increases in property taxes, utility costs, and general inflation of goods and services making housing affordability increasingly difficult. In addition, the influx of new residents during and after the COVID-19 pandemic has increased property values and diminished housing supply. Rising values may be seen as a benefit for those looking to sell their homes, but it has a negative impact on generational wealth, as the children cannot afford to inherit homes from their parents without incurring heavy fees and costs. The higher property values have also pushed some out of their homes, as reassessments of homes have crippled the ability of many to continue to afford their homes. This has a negative impact on aging in place and leads to higher turnover on properties, which lessens neighborhood cohesion and placemaking.

According to the U.S. Census 2023 American Community Survey 5-year data, the median household income in NMB is $57,633, and roughly 14.7% of households in North Miami Beach are below the poverty line. These two factors indicate that many households have a limited ability to absorb rising housing and transport costs. In addition, the median household income is approximately 17% lower than the Miami-Dade County average. The need for more affordable housing in NMB is evident.

Affordability through TOD Planning:

North Miami Beach and the region around the proposed commuter rail station could alleviate housing issues through a comprehensive approach that utilizes particular urban design guidelines to create vibrant, mixed-income, and diverse communities.

Traditional housing models, such as strictly single-family or multi-family, have fueled America's car-centric society. It has allowed poor neighborhoods to remain as such, with less service availability within them. Mixed-use developments are a proven way to encourage people to use alternative modes of travel beyond single-occupant vehicles, provide services to residents in the immediate vicinity, and allow for a mix of affordable units with standard market rates while still providing high incomes for developers.

In well-designed TOD districts, affordability is an essential component. Providing a minimum percentage of housing units as affordable provides for a mixed-income neighborhood and bolsters transit ridership.

- A minimum of 15-30% rental residential units per development have fixed AMIs. Twenty-five percent would be the TOD Core area goal.
- A layered approach of 5-10% of rental units at ≤60% AMI; 5-10% of rental units at 80% AMI, and 5-10% of rental units at 100-120% AMI.

The City should discourage the concentration of exclusively rental residential units within the Transit-Oriented Development district in order to promote long-term neighborhood investment, housing tenure diversity, and economic resilience.

- Consider incentivizing the inclusion of for-sale residential units within mixed-use developments through density bonuses, parking reductions, expedited review, or impact fee credits when at least 20% to 30% percent of dwelling units are provided as ownership units.
- Consider a direct requirement that mixed-use developments within the TOD district provide a percentage of residential units as for-sale units, including condominium or fee-simple ownership, unless otherwise approved by the City Commission upon demonstration of market infeasibility.

NMB TOD Strategic Advantages

Geographic Advantage:

North Miami Beach occupies a geographically strategic position at the intersection of Miami-Dade and Broward counties, making it a natural conduit for regional commuters, travelers, and economic activity. This location places the city within reach of two major urban centers, Downtown Miami and Fort Lauderdale, while offering a more moderate cost of living and commute time for residents seeking alternatives to the increasingly expensive housing markets in those cores.

As housing affordability continues to decline in central urban areas, North Miami Beach stands to benefit from redevelopment that provides accessible, workforce-friendly housing without exacerbating regional traffic congestion. Its proximity to major transportation corridors and transit lines makes it an ideal location for the proposed commuter rail station, and the TOD framework around the station will ensure a planning approach that emphasizes compact, walkable communities centered around high-capacity transit.

Key Benefits of North Miami Beach's Location:

- **Access to Regional Markets**: Businesses and residents benefit from quick connections to employment hubs, ports, airports, and commercial centers in both counties.
- **Housing Opportunity**: The city can attract residents priced out of nearby urban cores by offering housing options that balance affordability with accessibility.
- **Mobility and Connectivity**: Existing transit infrastructure and roadway networks position the city to support multimodal travel, reducing car dependency and improving regional mobility.

Industrial Land

North Miami Beach has a limited supply of land zoned for industrial uses, with only a few remaining areas designated for such purposes. Industrial properties are a vital component of the city's tax base because they typically generate stable and substantial tax revenue. This is due to several factors:

- They are less likely to qualify for tax exemptions compared to residential properties.
- They often have higher assessed values, especially when used for income-generating activities.
- Their valuations tend to be more stable over time, making them less vulnerable to market fluctuations that affect residential properties.

Accommodating industrial use is especially important in the context of long-term fiscal sustainability. These properties support local employment, while also contributing to municipal revenues. As cities face increasing demands for infrastructure, public services, and amenities, a balanced land use strategy that includes industrial zones is essential. This issue becomes even more critical when one of the remaining industrial areas is located within this proposed TOD zone. While TODs are designed to promote compact, walkable, and transit-accessible communities, they must also accommodate a mix of uses.

A major recommendation that is built into the TOD land use plan is to retain and expand employment-generating industrial activities. Rather than displacing industrial uses, TOD planning can integrate them through:

- Allowing for light industrial or artisanal spaces within mixed-use developments.
- Buffering and design standards that reduce impacts on residential and commercial/retail, and entertainment uses.
- Preservation of key parcels for warehousing, or clean-tech manufacturing near transit hubs to support commuter ridership.

By thoughtfully incorporating industrial uses into TOD areas, North Miami Beach can preserve its economic diversity, maintain a strong tax base, and still provide for an efficient transit-oriented development zone around the proposed rail station. Figure 53 depicts the industrial in mixed-use design concept. Light industrial uses like artistry have great curb appeal and ability to attract foot traffic and contribute to a sense of place.



Figure 38: Light Industrial in Mixed-Use Development Concept Design

Land Values and Opportunity

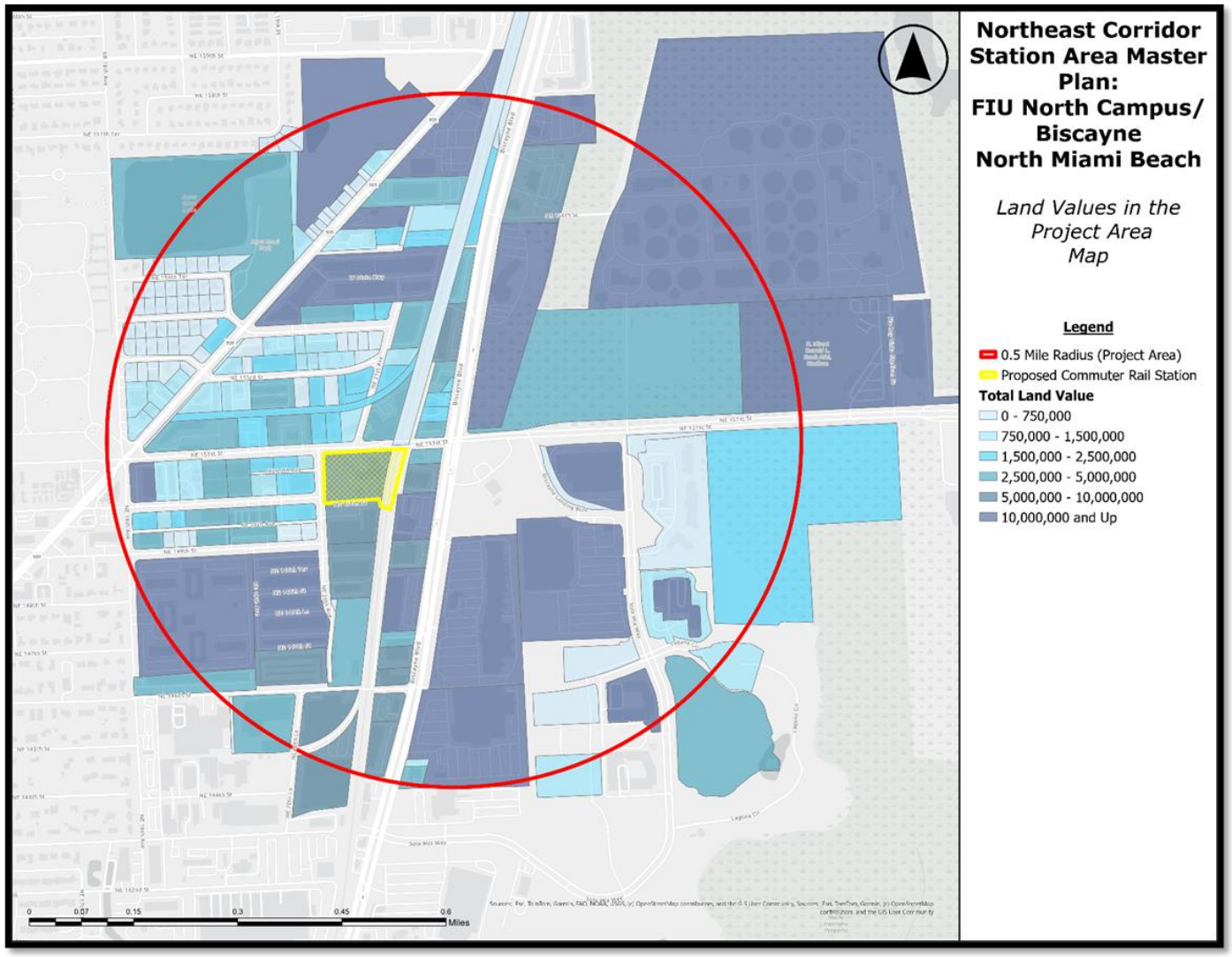
The land values within the North Miami Beach portion of the study area are higher than the County average for suburban parcels. This can be explained by the number of parcels on Biscayne Boulevard, one of South Florida's strongest commercial corridors providing access to the regional market. Miami-Dade County Property Appraiser data indicates that taxable values in the area are generally increasing.

Land values in the project area are most expensive in the parcels adjacent to Biscayne Boulevard. The commercial and industrial parcels just north of the proposed station have lower values, and the single-family residential section has the lowest values in the project area. These values gradually change between the single-family parcels and the proposed station, where there is a commercial light industrial presence. Land values are depicted in Map 9. When analyzing the improvement to land ratio, it is seen that the land is largely more valuable than the buildings/developments that occupy it. This is especially true for the light-industrial and commercial/retail businesses in the TOD Core. Area improvement-to-land value ratio is also depicted in Map 10.

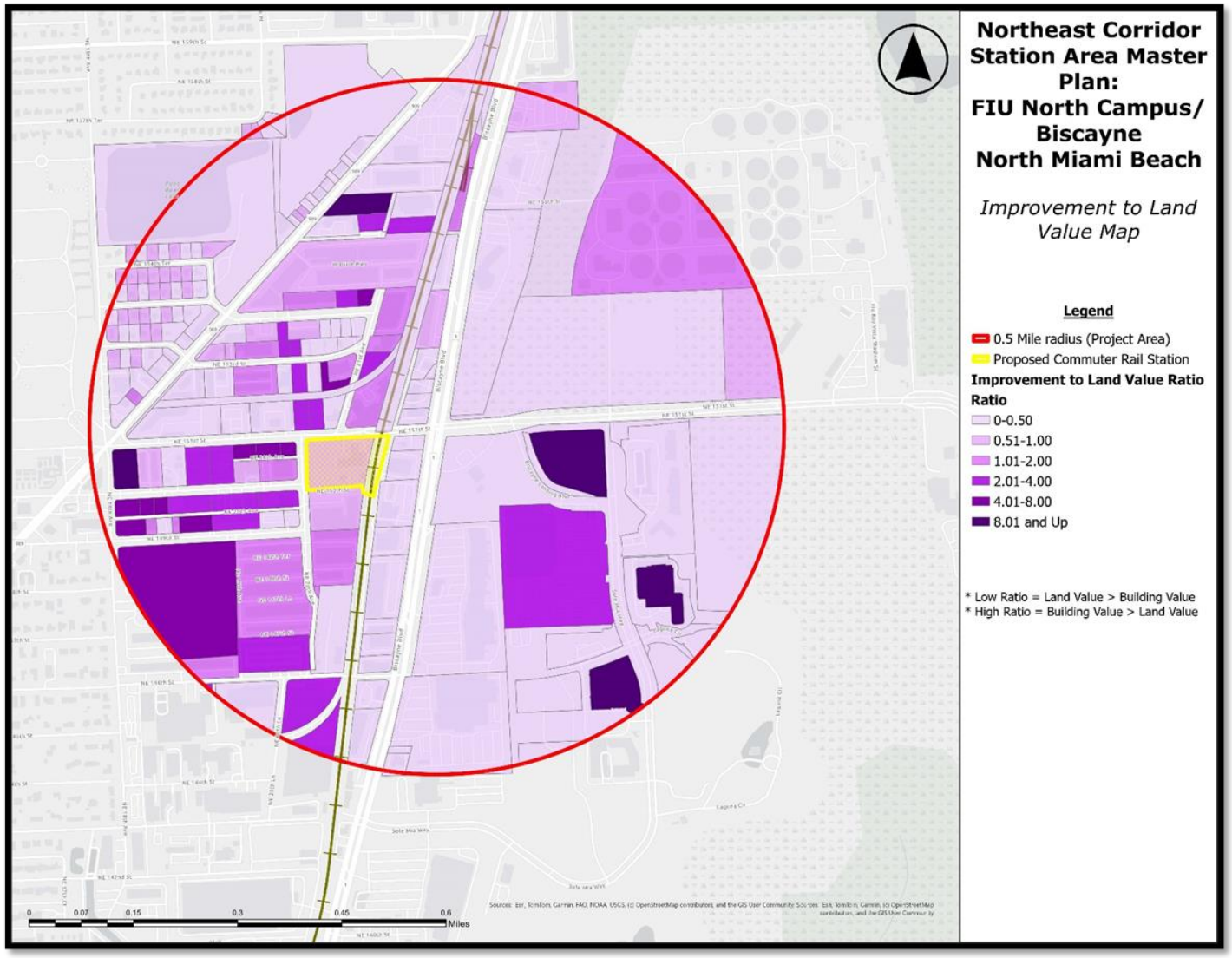
The elevated property values within the station area, coupled with the fact that the underlying land is, in many cases, more valuable than the existing buildings or improvements, indicate a strong redevelopment potential. Given the corridor's visibility, accessibility, and proximity to regional markets, this value imbalance suggests that much of the current built environment is underutilizing the economic potential of its location. From a TOD perspective, this condition is both a challenge and an opportunity. On one hand, high land costs can increase barriers to entry for new development and limit the feasibility of affordable or mixed-income housing projects without public-backed incentives. On the other hand, the higher land value relative to the existing structures signals that property owners and investors may have financial motivation to redevelop sites at higher densities. This can help support a TOD with more intensive, transit-supportive uses. Zoning and regulatory frameworks are recommended to be updated accordingly. Strategic policy measures, such as density bonuses, tax increment financing, or public-private partnerships, may be necessary to entice private redevelopment with public TOD objectives. This would ensure equitable outcomes and fully capitalize on the area's strong market position.

It is recommended that the land values of the TOD area should be updated annually to reflect the current market conditions. The TOD site assembly program would need this information to perform educated and strategic purchasing decisions.

Map 9: Land Values in Project Area Map



Map 10: Improvement to Land Value Map

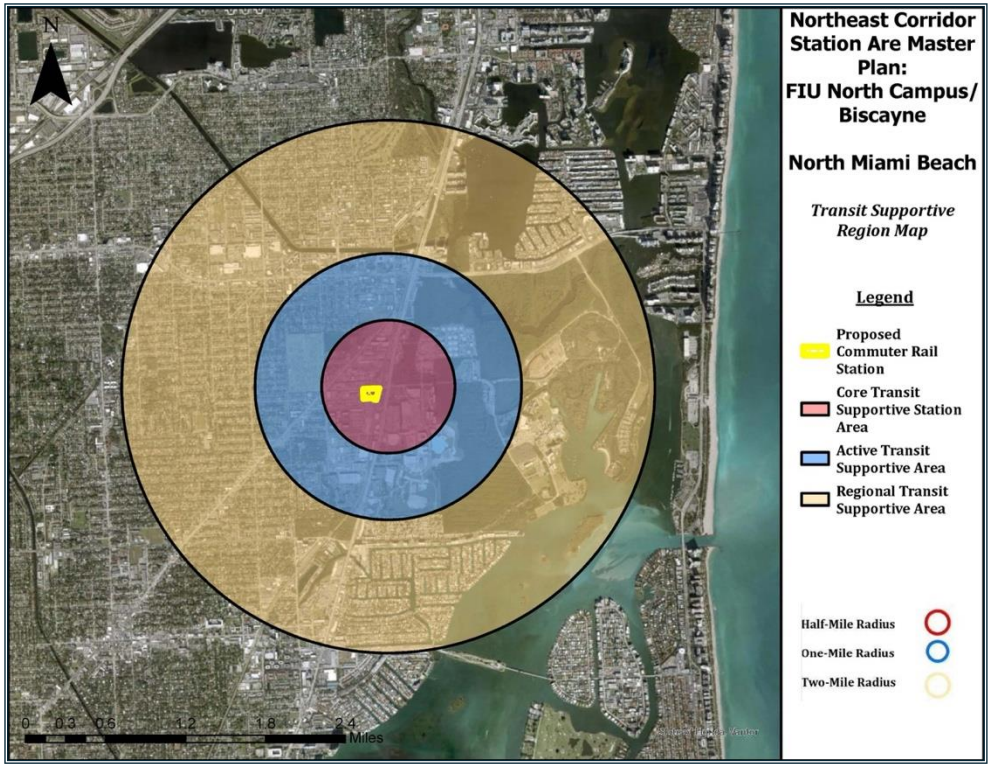


TRANSPORTATION ANALYSIS

Transportation Analysis

A transportation analysis was conducted to identify strategies that will strengthen mobility and connectivity within the future station area. While the proposed commuter rail station will directly influence the parcels immediately surrounding it, its impact will extend well beyond the station footprint. For this reason, the study defines a regional TPD supportive area encompassing a two-mile radius around the station, recognizing that transit riders, pedestrians, cyclists, and motorists will all interact with the broader network of streets, land uses, and community destinations.

For planning and design recommendations, the analysis places particular emphasis on the quarter-, half-, and one-mile radius, where the efficiency of the first-mile-last-mile network of roadways, pedestrian and bicycle infrastructure, public spaces, and access to community assets will play a critical role in shaping how people travel to and from the station. Enhancing the connectivity, safety, and comfort of this area is essential for creating an efficient, functional, and attractive transit-oriented development district that supports ridership and reduces dependency on single-occupant vehicles.



Map 11: Transit Supportive Region

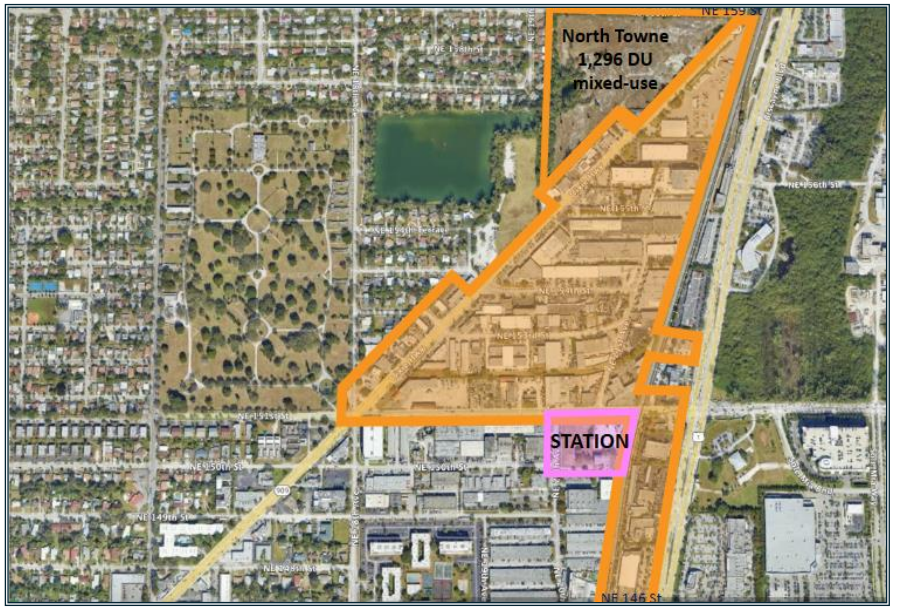
Regional Connections

The Regional-Supportive Area

The regional supportive area is defined as the two-mile radius surrounding the proposed transit station. This area provides a broader context in which the majority of daily trips to and from the station will occur and include a diverse range of land uses. Established residential neighborhoods, major commercial corridors, entertainment destinations, industrial employment centers, civic institutions, and community parks. The North Miami Beach City Hall, the new planned main street along Hanford Boulevard, several new developments along 163rd Street, the Sole Mia residential and hospital development in North Miami, and more are located within this area. The various land uses function as key activity nodes and collectively shapes the travel patterns of residents, workers, and visitors. There are several activity nodes within the regional transit-supportive area that would be serviced by the proposed rail station on NE 151st Street. Ensuring that the land use, roadway design, and transit options to and from the station are crucial to successful TOD planning.

TOD Core

The TOD core is the area immediately adjacent to the proposed transit station. The "triangle," as it is being dubbed in North Miami Beach (pictured above), has the highest potential for redevelopment. This area will be where the majority of the TOD designs and frameworks will be implemented.



Map 12: TOD Core Area

Regional Anchors

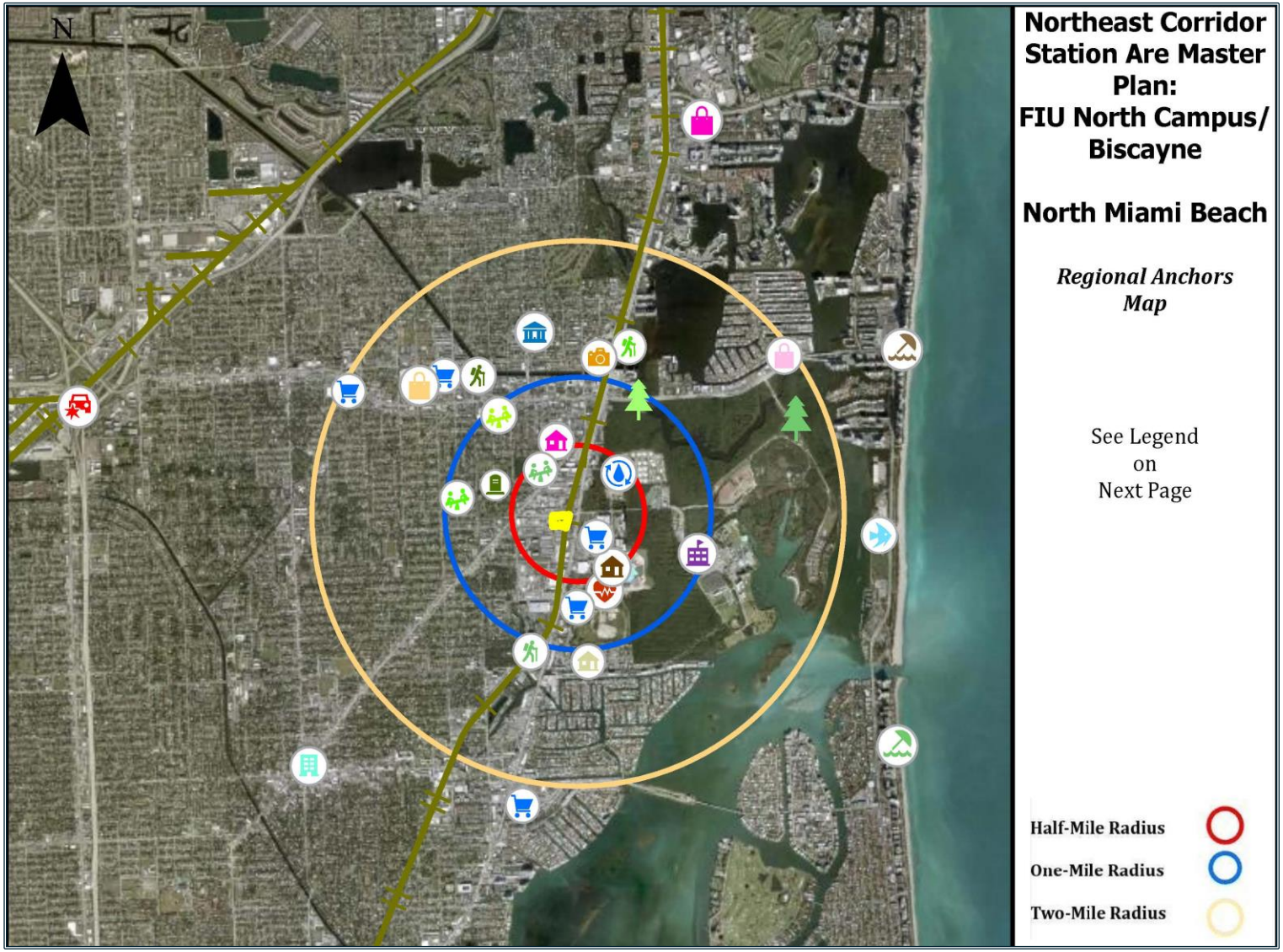
Understanding how these destinations relate to one another is essential to planning an effective transit-oriented district. The success of the station will depend not only on the design of the immediate station area but also on the quality of connections linking these high-demand locations to the transit system. Strengthening multimodal access will enable the regional supportive area to function as an integrated mobility ecosystem. By enhancing the connectivity between these major trip generators and the station, the district can maximize ridership potential and create a more cohesive, transit-supportive environment. The regional activity generators are detailed in **Map 23**.



Figure 39: Regional Anchors: Sunny Isles Beach



Figure 40: Regional Anchors: North Miami Beach City Hall



Map 13 Regional Anchors Map



Map 13 Regional Anchors Map Legend

Neighborhood Connections

The overall transit-supportive area includes multiple communities, municipalities, and institutions; however, the neighborhoods within this broader region represent the greatest opportunity to benefit directly from the transit station and the surrounding Transit-Oriented Development (TOD) district. While the regional transit-supportive area extends approximately two miles from the station, neighborhoods located within a one-mile radius, or the "active" transit supportive area, are best positioned to fully access and leverage the amenities, services, and mobility options provided by the TOD.

By providing critical infrastructure for bicycling and pedestrian use, these neighborhoods can support higher levels of walking, biking, and transit use. This would significantly reduce reliance on single-occupant vehicles. Investments within a one-mile radius, such as enhanced pedestrian and bicycle connections, neighborhood-scale mixed-use development, and improved access to the station, would likely provide mobility, environmental, and economic benefits. Focusing on planning and infrastructure improvements in this area enhances the overall performance of the transit system, ensuring that nearby residents can access the TOD district safely, conveniently, and equitably.

Internal Connections

Internal connectivity is fundamental to the success of a TOD district. Ensuring that people can move easily, safely, and directly between destinations without relying on automobiles is a high priority. A well-connected internal network links plazas, parks, linear parks, festival streets, and key mobility nodes into a cohesive system of public spaces and circulation routes. Rather than functioning as isolated elements, these spaces should be deliberately arranged to form a continuous, legible framework that supports walking, bicycling, social interaction, and access to transit throughout the district.

Plazas and parks serve as primary gathering spaces and visual anchors, while linear parks and festival streets function as connective corridors that guide movement between destinations. The Florida International University campus would be an example of another mobility hub. Providing those connections between hubs is crucial.

Mobility Hubs

Mobility hubs are centralized locations where multiple transportation options converge, enabling users to seamlessly transfer between transit modes and complete trips efficiently, without relying on private automobiles. In a Transit-Oriented Development (TOD) district, mobility hubs function as critical connectors between local neighborhoods, regional destinations, and the broader transportation network. By integrating transit services, shared mobility, pedestrian and bicycle infrastructure, and supportive amenities in a single, well-designed location, mobility hubs enhance accessibility, improve user experience, and support sustainable travel behaviors.

The proposed transit station will serve as the primary/major mobility hub within the TOD district, anchoring local and regional connectivity. The proposed mobility hubs are depicted in Map 14. As a central node, the station links users to surrounding neighborhoods through walking, bicycling, on-demand services, and local transit, while also providing access to regional rail and fixed-route bus systems that connect to other major hubs and employment centers. A well-designed mobility hub at the station features clear wayfinding, safe multimodal connections, bicycle parking, rideshare facilities, and comfortable waiting areas. This integrated approach enhances the transit station's role as a gateway to the district and as a vital link between neighborhoods, travel, and regional mobility. Secondary and tertiary hubs then serve as access points to the broader regional network.

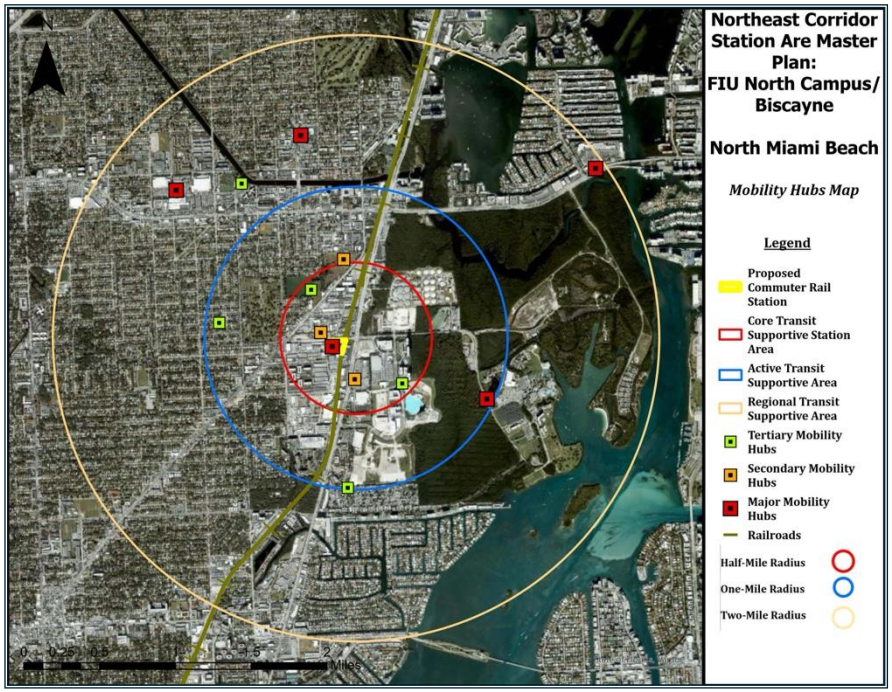
When these elements are intentionally interconnected, they create a fine-grained, human-scaled environment that enhances walkability, distributes activity evenly across the district, and strengthens the overall performance of the TOD by making every destination feel accessible and integrated within a unified public realm.



Figure 41: Secondary Mobility Hub Design Concept

Types of Mobility Hubs

1. **Major Hubs**: Major hubs, sometimes called 'Primary" hubs, are located in central areas with high passenger volumes, such as city centers or major transit stations. They offer a wide range of transportation options, including buses, trains, bike-sharing, car-sharing, and sometimes even electric vehicle charging stations. Major hubs are designed to handle large numbers of commuters and provide extensive amenities and services.
2. **Secondary Hubs**: These hubs are typically found in suburban or smaller urban areas. They connect to primary/major hubs and offer several transportation options, though not as many as major hubs. Secondary hubs might include bus stops, bike-sharing stations, and limited car-sharing services. They serve as important connectors within the transportation network.



Map 14: Location of Mobility Hubs

3. **Tertiary Hubs**: These are smaller hubs located in residential neighborhoods or less densely populated areas. They usually provide basic transportation services like local bus stops and bike-sharing stations. Tertiary hubs are crucial for ensuring that even less populated areas have access to the broader transportation network

The proposed park along the FEC spur line would become a strong secondary mobility hub. Its strong bicycle-pedestrian focus, combined with access routes created by the large breezeways, allows for connections to larger or tertiary mobility hubs. Other parks in the region, such as Washington Park, will become tertiary mobility hubs, while larger parks, such as the public facilities at City Hall, will be major mobility hubs.

Pedestrian Systems

All roadways within a TOD should be walkable and include pedestrian facilities. However, walkability is not just confined to roadways for vehicles but can be thought of in different ways. While the area has ample pathways for east-west connectivity for pedestrians, there are large blocks within the area. Blocks within the TOD area, as defined, range from approximately 400 ft to 1500 ft. Ideally, blocks and crossing points should have a maximum length or distance, respectively, of 300 ft in order for pedestrians to have areas to pivot or avoid feelings of being "trapped." The ability to turn onto new streets and have alternative routes increases comfort for pedestrians and increases the walkability of an area since it reduces the chance that a traveler will have a longer, more roundabout route to reach their destination when traveling within the district. Major blocks can be redesigned for pedestrian connectivity and accessibility in this way, through not only sidewalks, but pedestrian-only streets, breezeways, and internal arcades and alleyways that can also serve to activate additional storefronts.

Additionally, within the existing areas, there are long stretches where pedestrians cannot cross at a crosswalk; this is seen in the jaywalking on NE 151st Street, West Dixie Highway, and other areas. Within the TOD area, there is a need to consider midblock crossings along these roadways. Utilizing the same principles as block sizes, the city can connect the TOD area better through the usage of block lengths to determine appropriate distances for crossing. In some areas along the corridor, the distance between crosswalks is up to 1500 to 2500 ft in distance, such as on NE 151st Street, US-1, and West Dixie Highway. While areas such as US-1 may not provide easy midblock crossings, such crossings are vital for people to get to their destination, and where needed, they can be at-grade (on the roadway) or elevated (pedestrian overpasses).

Sidewalks

Sidewalks within the Transit-Oriented Development district shall be designed as primary public spaces that prioritize pedestrian comfort, safety, and accessibility. Sidewalk widths should be expanded beyond minimum standards, particularly along commercial and mixed-use frontages, to accommodate high pedestrian volumes, outdoor dining, street furnishings, landscaping, and clear pedestrian through-zones and/or breezeways. Continuous, ADA-compliant sidewalks shall be required on all streets, with special emphasis on direct, unobstructed connections to the commuter rail station, transit stops, and major trip generators within the district.

Sidewalk design should reinforce an active street environment through the use of high-quality materials, shade trees, pedestrian-scale lighting, and transparent frontage. Ground-floor uses such as retail, dining, entertainment, and artisan workspaces should directly engage sidewalks through frequent entrances, windows, and architectural features that create visual interest and enhance safety through passive surveillance. These elements greatly support walkability, economic activity, and a vibrant public atmosphere.

Active Streets

Active streets are essential to creating a safe and engaging pedestrian experience within the TOD district. Streets should be designed to balance mobility with placemaking by incorporating traffic-calming measures such as narrower travel lanes, curb extensions, raised intersections, and textured crosswalks. These design strategies reduce vehicle speeds, shorten crossing distances, and prioritize pedestrian movement, particularly near the transit station and along ground-floor commercial corridors. Ground-floor activation is critical to the success of active streets. Continuous building frontages with retail, dining, and entertainment uses should be encouraged to generate foot traffic throughout the day and evening. Transparent facades, frequent doorways, and flexible storefronts contribute to a lively streetscape, while upper-story light industrial, artisan, office, and residential uses ensure sustained activity and natural surveillance, improving comfort and safety.

Pedestrian-Only Streets

Pedestrian-only streets are highly beneficial for successful Transit-Oriented Development districts, providing safe, people-scale spaces that prioritize walking, social interaction, and economic activity. By removing vehicular traffic, these corridors enhance comfort, reduce noise and air pollution, and create opportunities for placemaking and active ground-floor uses. Pedestrian-only streets also enhance connectivity within the district by reducing walking distances, increasing the number of pedestrian route options, and fostering a continuous, walkable public realm that promotes transit use and reduces automobile dependence.

Breezeways

Breezeways are pedestrian-only passages that break up large building frontages and long block lengths, improving permeability and walkability within the TOD district. These corridors create direct, mid-block connections between streets, plazas, and transit facilities, making walking more viable. By reducing the scale of development and introducing frequent pedestrian access points, breezeways help transform large or monolithic blocks into a network of smaller, more navigable spaces.

In addition to improving circulation, breezeways enhance comfort by promoting airflow, shade, and visual relief along active corridors. When lined with storefronts, entrances, art, or seating areas, breezeways become vibrant extensions of the public realm, encouraging exploration and supporting ground-floor retail and dining uses throughout the district. Breezeways can be utilized to ensure that 300-foot blocks for pedestrians are created. These pathways can also serve as frontage for local stores.

Pedestrian Alleys

Pedestrian alleys are narrow, vehicle-free streets that are typically around 20 feet wide, which function as highly active commercial and social spaces. Similar to pedestrian streets found in many European and Asian cities, these alleys are designed for slow movement, informal gathering, and close interaction with shops, cafés, and small-scale dining establishments. Their compact width creates a strong sense of place while prioritizing pedestrian comfort and safety.

When activated with ground-floor retail, artisan uses, and outdoor seating, pedestrian alleys extend commercial activity beyond primary streets, creating additional destinations within the TOD district. These spaces support flexible programming, such as markets or cultural events, and offer quieter, more immersive pedestrian experiences that complement larger streets and plazas. Pedestrian alleys strengthen the overall walkability of the district while reinforcing its urban character.



Figure 42: Pedestrian Alley Design Concept

Pedestrian/Shopping Arcades/Covered Passageways

Being in South Florida, a respite from the elements is sometimes welcome, and can help create a more pedestrian-friendly environment. Where this affects block length positively, exceptions in a code of ordinances could be carved to allow for indoor arcades to be treated the same as effectively reducing block length or building length. Because the current ownership of land in the district is such that there are unassembled lots and no dedicated right-of-way for north-south travel, this option may provide for a middle ground, while providing something unique and capable of creating additional store frontages and indoor public spaces. Standards for this will need to be written in the district's land development regulations and targeted for the lots between NE 151st Street and NE 153rd Street.



Figure 42: Pedestrian Arcade/Shopping Colonnade Design

Lighting

Pedestrian-oriented street lighting shall be provided throughout the TOD district to enhance safety, visibility, and nighttime activity. Lighting should be scaled to the pedestrian environment rather than vehicular traffic, with fixtures placed at regular intervals to illuminate sidewalks, crosswalks, building entrances, and public spaces. Consistent lighting levels reduce shadows and improve visibility, supporting both real and perceived safety for pedestrians traveling to and from the transit station.

Street lighting design should complement the district's character and reinforce active ground-floor uses. Lighting integrated with street trees, furnishings, and building facades can enhance wayfinding and highlight storefronts and public gathering areas. Additionally, well-lit streets encourage extended hours of activity, support local businesses, and foster a welcoming environment for pedestrians at all times of day. This factor is crucial to having an efficient transit rail station.

Facility Needs

The existing streetscape within the TOD district presents several challenges to pedestrian mobility, including narrow or missing sidewalks, high-traffic roadways, large intersections, and a lack of safe, visible pedestrian crossings. These conditions create barriers to walking and limit access to the commuter rail station and surrounding destinations. Addressing these deficiencies is essential to achieving a safe, walkable, and transit-supportive environment.

Pedestrian facility improvements should include the construction of continuous sidewalks, widened pedestrian zones, enhanced crossings with high-visibility markings and pedestrian signals, and intersection redesigns that reduce crossing distances. Additional measures such as median refuges, curb extensions, and accessible curb ramps should be prioritized in areas with high pedestrian demand. These improvements will create a cohesive and connected pedestrian network that supports transit use, encourages walking, and strengthens the overall functionality of the TOD district.

Bicycle Systems

Bike Network

A comprehensive bicycle lane network is essential to supporting first- and last-mile connections to the commuter rail station and reducing reliance on single-occupant automobiles within the Transit-Oriented Development district. Bicycle facilities should be designed to accommodate riders of all ages and abilities, prioritize safety, and integrate easily with pedestrian infrastructure and active ground-floor uses. On-street and off-street bicycle facilities should be clearly marked, well-maintained, and directly connected to transit stops, employment centers, retail corridors, and residential areas.

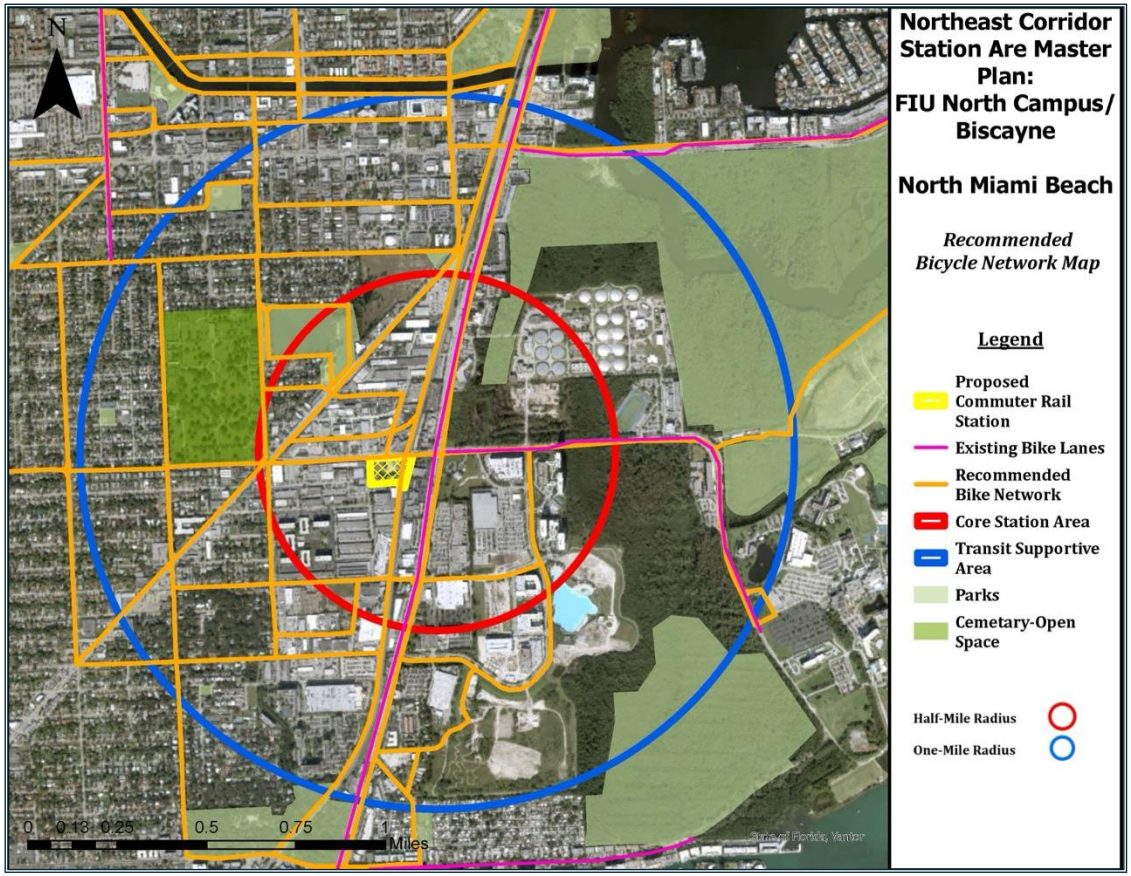
The bicycle network in relation to the TOD area is best understood as both direct routes with bicycle lanes, greenways, and mixed-use paths that connect along major routes of potential travel, and internal circulation and facilities within the station area, including bicycle racks and storage and bikeshare stations.

Within the station area, a variety of bicycle facilities should be planned, considering the different speeds and available rights-of-way, as well as safety and the perception of safety, which affects network utilization. A combination of on-and-off-road facilities should be planned for the station area to plan for cyclists of all ages. Within the station area, there are several critical off-road opportunities, including the conversion of the unutilized FEC spur line into a linear park, the extension of the City's existing plans and regulations for an off-road north-south mixed-use path along the FEC line, and the utilization of Taylor Park as part of the bicycle network. These then complement on-road facilities needed along NE 151st Street, West Dixie Highway, and either new pathways or alternative routes to US-1.

The recommended bicycle infrastructure for the TOD region is depicted in Map 15 below. The use of sharrows is mostly limited to single-family streets with low speeds and connecting to the larger network. Mixed-use paths are located along areas that are projected to be heavily trafficked by pedestrians, cyclists, and potentially small-scale robotic/autonomous vehicles (i.e., delivery robots, etc.). These areas may also be limited on the available amount of right-of-way space to create fully serviceable bike lanes while also providing for adequate pedestrian facilities on both sides of the road.

In addition, in some areas, such as along NE 151st Street by the proposed train station, the sheer level of activity there would require a shared mixed-use path to properly support all modes of travel. Buffered bike lanes are located along the busiest

roadways and in areas with far-spaced activity centers. The latter is important when analyzing inter-city travel between activity centers. The single-family neighborhood north of the Cemetery may not be a high injury network or location of a heavy number of daily vehicular rides, however, the long stretch between the activity centers near N. Dixie Highway/ NE 151st Street and NE 163rd Street need to have buffered bike lanes to mitigate the effects of more cyclists on the neighborhood streets, address safety concerns form darker road corridors and to promote more usage of bicycles as a mode of intercity travel.



Map 15: Recommended Bicycle Infrastructure Map

Bike Lanes

Separated bicycle lanes provide clearly defined facilities for cyclists on roadways and should be considered anytime the posted or design speed is above 25 mph or where there are heavy levels of vehicle and/or freight traffic. Within the immediate station area, such roadways include US-1, NE 151st Street, and West Dixie Highway. Bicycle lanes should be at a minimum of 4 feet, and systems must consider both to and from facilities to facilitate round trips.

Buffered bike lanes should be provided along primary and secondary streets where vehicular traffic volumes and speeds are higher. These lanes use painted buffers of at least 3 feet, curbing, or landscape elements to create physical and visual separation between bicyclists and motor vehicles, increasing comfort and safety. Buffered bike lanes also reduce conflicts at intersections and driveways, making cycling a more attractive option for daily trips within the district. Additionally, bike lanes may be buffered by landscape features to increase the distance between pedestrians and vehicular paths, adding to the perceived sense of safety. These generally may be either one land on each side of the road or are structured as mixed-use paths off-road. Bike lanes along Biscayne Boulevard are not buffered and should be in the future. While well-intentioned in providing for multimodal mobility, this lack of buffering along a 6-lane road may contribute to lower utilization because, generally, the public is either not comfortable with or not equipped to ride alongside 6 lanes of heavy traffic. New bike lanes along West Dixie Highway, given the level of traffic and the posted speed limit, should also be buffered or have a landscape strip separating cyclists from general traffic, with enhanced crossings at critical intersections to promote the usability and utilization of the facilities.

Mixed-Use Paths

Mixed-use paths may be incorporated where adequate right-of-way width allows and are often utilized to either save space or provide a more comfortable experience for bicyclists. They should be particularly focused on major corridors, greenways, and connections to the rail station. These shared facilities accommodate both bicyclists and pedestrians and should be designed with sufficient width, clear signage, and pavement markings to minimize conflicts. Mixed-use paths provide flexible, low-stress routes that support both recreational and commuter cycling, while promoting walkability and enhancing access to public

transportation. Within the station area, mixed-use paths should be planned in the future for Biscayne Boulevard, West Dixie Highway, and all off-road paths.

Sharrows

Sharrows, or shared lane markings, are a bicycle facility used on low-speed, low-volume streets where dedicated bike lanes may not be feasible due to right-of-way constraints or urban design objectives. In a Transit-Oriented Development (TOD) district, sharrows can play a crucial role in completing the bicycle network by providing clear guidance on the shared use of the roadway, while reinforcing a calm, pedestrian-oriented street environment. Properly implemented, sharrows communicate expected positioning for cyclists, increase driver awareness, and support safe, predictable interactions between bicyclists and motorists.

For streets within the TOD district that utilize sharrows, vehicle speeds must be carefully managed to ensure safety and comfort for all users. Maximum posted speed limits on sharrow-designated streets should not exceed 15 miles per hour, reinforcing their function as shared, low-stress corridors rather than through streets. This speed threshold aligns with complete streets and traffic-calming principles, reduces the severity of potential conflicts, and supports walking, bicycling, and active ground-floor uses. By pairing sharrows with low-speed limits, narrow travel lanes, and pedestrian-oriented design features, TOD districts can safely accommodate shared mobility while maintaining a vibrant and people-focused public realm.

Bikeshare

Bikeshare systems are typically operated through public-private or concession contracts by local municipalities and are available in both docked and dockless formats. Systems with docked bikeshares are highly structured and rely on anchors or key generators that will generate high levels of activity between the assigned stations. The benefit of docked systems is that they do not create issues of obstruction, as the return of bicycles is very controlled. Alternatively, dockless bikeshare allows for a greater range by users, though this may be controlled by "geofencing" the system to keep bicycles within a certain area. However, such systems should designate areas where people can leave their bicycles after use so that they are not casually left in areas that may provide obstacles to walking or other traffic.

North Miami Beach is still a developing city and docked stations as a system may not generate sustained activity, given the dispersion of potential bicycle riders. As the city has core areas that are not dispersed, and large areas that are lower density and single-family residential in nature, bikeshare systems for the city's TOD area should rely on a dockless system.

Bicycle Parking

Secure, visible, and conveniently located bicycle parking is critical to encouraging bicycle use within the TOD district. Short-term bicycle parking should be provided near building entrances, retail storefronts, and transit stops, while long-term parking should be incorporated into residential and employment uses. Covered and secure bicycle storage options, including lockers and monitored facilities near the commuter rail station, support multimodal travel and reduce barriers to bicycles being used as a means to transit stations.

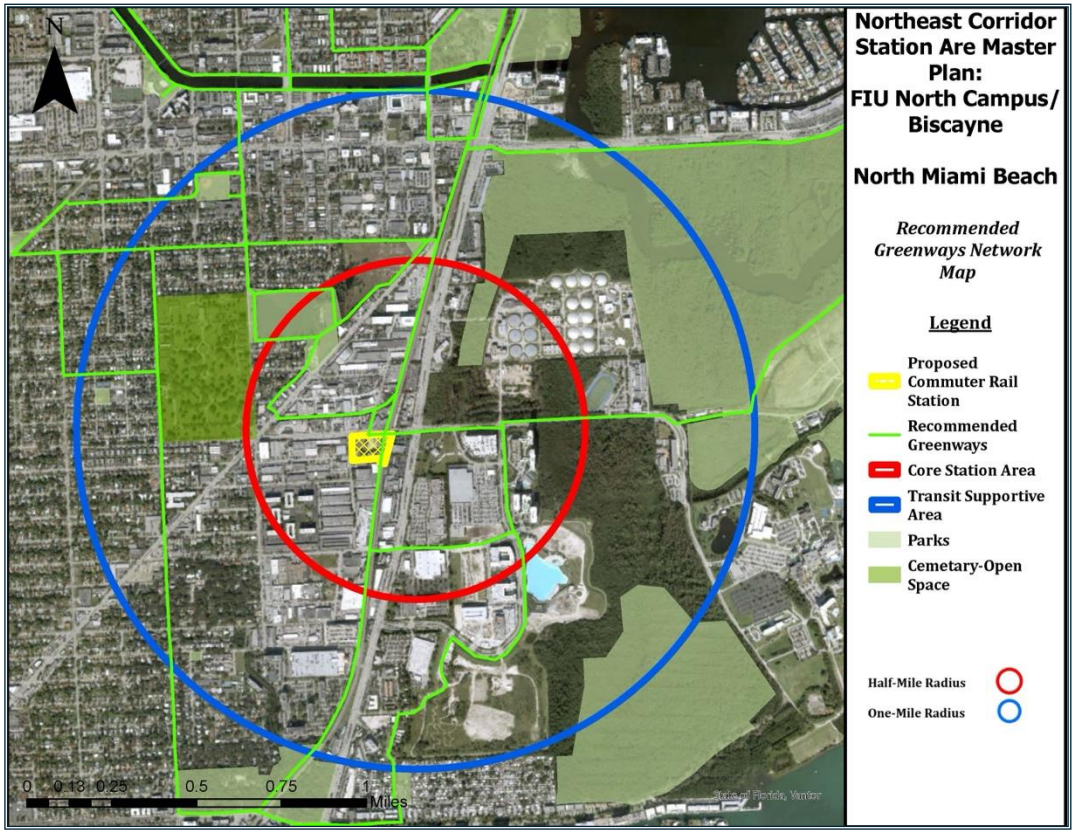
Greenways and Off-Road Paths

Greenways serve as key components of the bicycle system by providing continuous, low-stress corridors that prioritize non-motorized travel. These facilities are generally focused on recreation in nature, with some exceptions, and aim to create a green space or one with shade. Greenways can enhance connectivity, improve safety, and offer attractive alternatives to on-street cycling, particularly for families, recreational users, and less experienced riders. Greenways also contribute to placemaking, environmental sustainability, and public health within the TOD district. Within the TOD area, greenways should be recommended for the former FEC spur line, around Taylor Park, and along the west side of the FEC tracks as off-road paths. Future greenways may be planned within the city to connect to FIU and Oleta State Park as well.

Off-road bicycle paths should be designed to accommodate two-way bicycle travel and, where appropriate, shared pedestrian use. These paths provide separation from vehicular traffic, which enhances safety while facilitating efficient movement throughout the TOD district. Landscaping, lighting, and wayfinding should be incorporated to ensure usability during all times of day and to create inviting, high-quality public spaces. The City could discuss with the Florida Department of Transportation the feasibility of converting the current bicycle lanes on Biscayne Boulevard/US-1 to off-road, mixed-use paths. Alternatively,

the City may consider designating one or both sides of the corridor as providing for an off-road path, utilizing a combination of utility and beautification easements, or private property dedications, to achieve this goal.

Greenways can serve as connective spines, linking neighborhoods, activity centers, and the commuter rail station to the broader bicycle network and pedestrian systems. Clear transitions between off-road paths, bike lanes, sidewalks, and crossings are essential to maintaining continuity and minimizing conflicts. By integrating greenways with streets, sidewalks, and transit facilities, the district can create a cohesive, multimodal network that supports safe, convenient, and sustainable travel choices. The proposed network of greenways can be seen in Map 16.



Map16: Recommended Greenways Network

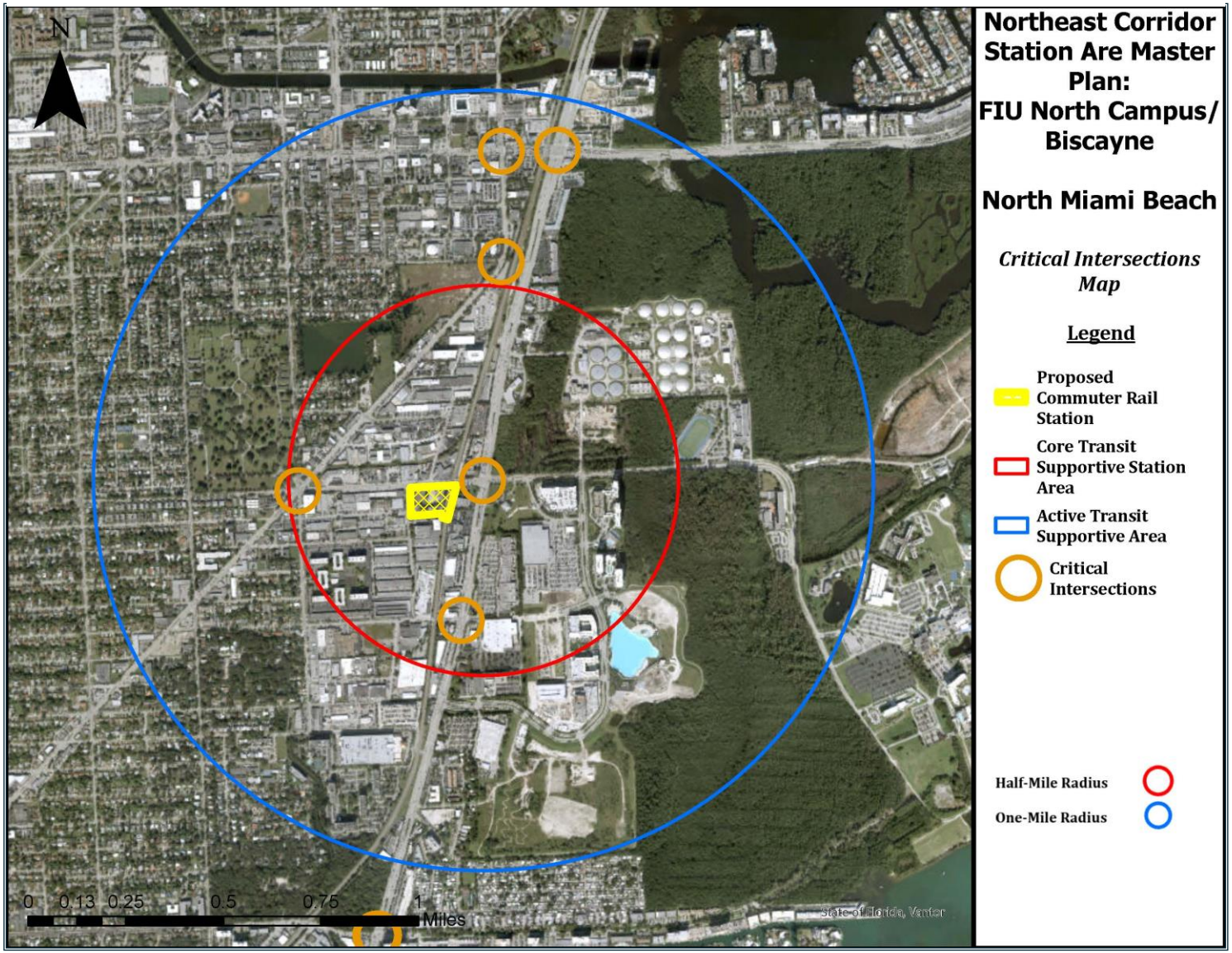
Facility Needs

The existing bicycle and greenway network within the proposed Transit-Oriented Development district is characterized by limited and fragmented infrastructure, which presents significant barriers to safe and comfortable bicycle travel. Where bicycle lanes are currently present, they are typically unbuffered and located directly adjacent to vehicular travel lanes. Unbuffered bicycle lanes expose cyclists to high-speed traffic, increasing the risk of conflicts. In many areas, bicycle facilities are entirely absent, resulting in discontinuous routes that discourage ridership and will limit access to the proposed commuter rail station and other key destinations.

To meet the mobility goals of the TOD district, bicycle facilities should be upgraded to provide continuous, protected, and low-stress connections throughout the area. Priority improvements include converting existing unbuffered bike lanes to buffered or physically separated facilities, introducing mixed-use paths where right-of-way allows, and completing missing network links. Enhancements should focus on improving safety at intersections, strengthening connections to pedestrian systems and greenways, while ensuring direct access to transit facilities. These investments are crucial to establishing a comprehensive bicycle network that promotes multimodal travel, reduces vehicle dependence, and aligns with the district's walkable, transit-supportive character.

The following provides an understanding of the existing network and the planned network for bicycles, as recommended. While facilities exist on US-1/Biscayne Boulevard, the configuration of the right-of-way should be reconsidered in the future to provide for increased separation between bicyclists and vehicular traffic. Additionally, enhanced crossings for bicycling should be provided at critical intersections, including US-1 Biscayne Boulevard/NE 151st Street, and at the intersection of NE 151st Street/West Dixie Highway/NE 18th Avenue. Map17 shows the critical intersections within the active transit supportive area.

Map 17: Critical Intersections Map



Vehicular Pathways

Parking Management

Parking within the Transit-Oriented Development district should be managed to support active streets, pedestrian safety, and transit use while still accommodating vehicular demand. While the transit station will have some surface parking as planned, generally, the district area does not have on-street parking, and in some cases, lacks adequate off-street parking, as the area has begun to transform from industrial warehouses and body shops, which require less parking, to an area that has small cafes and gyms. As the area continues to grow, even though it is in a station area, parking remains a critical consideration, including for park-and-ride.

Surface parking lots and off-street parking in front of buildings should be prohibited to reduce pedestrian-vehicular conflicts and encourage a more aesthetically pleasing built environment. Parking should instead be located to the rear of buildings, within interior blocks, or provided in structured garages integrated into mixed-use development. Structured parking should be screened with active ground-floor uses or architectural treatments to maintain a continuous, pedestrian-oriented streetscape.

Shared parking strategies, reduced parking ratios, and flexible parking designs should be encouraged to minimize excess pavement and support mixed-use activity patterns. By limiting the visual and physical dominance of parking along street frontages, the district can promote walkability, enhance safety, and reinforce ground-floor retail, dining, and entertainment uses essential to the TOD environment. Over time, parking reduction strategies for the area should include improved transit connectivity as well as rideshare.

However, parking needs for the area will never be completely eliminated. As a destination, limited on-street parking and some parking garages will be required, including parking facilities for park-and-ride functions and to support local businesses. In planning for the future, in addition to the surface lot planned for the station, as the area grows, the City should leverage its existing property along NE 151st Street to provide for a mixed-use and civic facility with parking. Additionally, currently, on-street parking is unregulated and along unmarked swales; as the district develops, on-street parking should be formalized and regulated as part of the right-of-way redesign and implementation.

Rideshare Considerations

Rideshare services play a critical role in first- and last-mile connectivity within the TOD district and must be accommodated in a manner that minimizes congestion and conflicts. Designated rideshare pull-in zones should be incorporated along key corridors and near the commuter rail station to allow for safe and efficient passenger pick-up and drop-off without obstructing travel lanes, bike facilities, or sidewalks. In particular, these should be considered for all new developments on NE 20th Avenue, NE 151st Street, West Dixie Highway, NE 153rd Street, NE 154th Street, and NE 155th Street. These areas should be clearly signed and designed to function during peak commuter and event-related activity periods. These pull-ins can be further supported through the use of a kiss-and-ride system at the transit rail station to promote the dropping off of passengers, limiting the number of vehicles seeking long-term parking.

In addition to vehicle-based rideshare services, the district should support shared mobility options such as bikeshare and scooter share stations. These facilities should be strategically located near transit stops, major intersections, and high-activity destinations to complement pedestrian and bicycle networks. Integrating shared mobility options reduces reliance on private vehicles while maintaining convenient access throughout the district.

Roadway Design

Roadway design within the TOD district must strike a balance between accommodating significant vehicular volumes and prioritizing the district's emphasis on pedestrian and bicycle safety. Streets should be designed as multimodal corridors that maintain adequate vehicular capacity while incorporating complete streets principles. This includes lane configurations that efficiently manage traffic flow, coordinated signal timing, and intersection designs that reduce conflicts and improve predictability for all users.

While vehicle throughput remains important, roadway design should prioritize safety and accessibility by managing speeds, organizing turning movements, and clearly delineating space for pedestrians, bicyclists, and transit users. Strategic design measures, such as medians, turn lanes, and well-defined curb space, allow high volumes of vehicles to move through the district without undermining the walkable, transit-supportive character essential to a successful TOD.

Within the district, current traffic flows and presumed growth indicate that no lane reductions for regular travel lanes are necessary or feasible. However, the turn lanes on NE 151st Street between West Dixie Highway and the FEC tracks do not serve much purpose, general plans for the corridor should consider a road diet here in favor of multimodal facilities for bicycles or wider sidewalks in the vicinity of the station. Similar considerations should be provided for the turn lanes along West Dixie Highway, which has more traffic, although with additional development along West Dixie Highway, this may be a less feasible policy, though acceptable if the vehicular level of service is being reduced in favor of increasing overall multimodal level of service in the station area as a matter of policy preference.

Facility Needs

The existing vehicular environment within the TOD district presents several safety and operational challenges. There are limited connections to bicycle infrastructure, contributing to conflicts between vehicles and cyclists. Parking is frequently located along the front of buildings and directly adjacent to busy rights-of-way. This has resulted in hazardous back-out parking, thereby increasing the risk of crashes. In some areas, vehicles encroach onto sidewalks, further compromising pedestrian safety and accessibility.

Additionally, the intersection of NE 151st Street and West Dixie Highway, currently configured as a six-point intersection, presents significant challenges for both vehicular and pedestrian movement. This intersection should be redesigned as a modern roundabout to improve traffic flow, reduce conflict points, and enhance safety for all users. A well-designed roundabout can facilitate continuous vehicular movement while incorporating safe pedestrian crossings, shorter crossing distances, and traffic calming features. Addressing these facility needs is critical to creating a safe, functional, and balanced vehicular network that supports the broader goals of the Transit-Oriented Development district.

Freight and Loading

Efficient freight and loading design are essential to efficient Transit-Oriented Development districts, particularly those characterized by active ground-floor retail, dining, entertainment, and artisan production uses. While TODs prioritize walking, bicycling, and transit, these districts still rely on regular deliveries, service vehicles, and waste collection to support activity. Poorly planned freight operations can lead to congestion, blocked sidewalks or bike lanes, safety conflicts, and reduced pedestrian comfort. All of which undermines the overall goals of the TOD. Thoughtful freight and loading strategies ensure that goods movement occurs efficiently and safely without disrupting the public realm. By managing delivery times and carefully locating loading areas, TOD districts can balance operational needs with pedestrian-oriented design, and maintain active street frontages.

Times: Loading and delivery activities within the TOD district should be scheduled to minimize conflicts with peak pedestrian, bicycle, and transit activity. Off-peak delivery windows, such as early morning or late evening hours, should be encouraged. Time-based loading regulations can reduce congestion, improve safety, and preserve curb space for pedestrian circulation, rideshare activity, and transit operations during peak travel times. Flexible loading schedules may be suitable for smaller businesses or artisanal uses, provided that deliveries do not obstruct sidewalks, bike lanes, or travel lanes. Clear policies governing loading times help ensure consistent enforcement and predictable operations while supporting the diverse mix of uses within the district.

Locations: Loading and service areas should be strategically located to minimize their visibility and impact on pedestrian-oriented streets. Wherever possible, loading should occur at the rear of buildings, within internal service alleys, or inside structured facilities designed to accommodate delivery vehicles, such as a specially marked and designated space in parking garages. Curbside loading along primary TOD corridors should be limited and carefully managed to avoid conflicts with pedestrian movement, bike lanes, and on-street transit operations. Regulations for site plan reviews within the district should provide for loading zones, and when feasible, for loading alleys behind the buildings. Loading zones should be clearly signed, appropriately sized, and designed to prevent vehicles from blocking sidewalks, crosswalks, or bicycle facilities. In mixed-use and higher-density developments, shared loading facilities should be encouraged to improve efficiency and maintain continuous active frontages along public streets.

Transit Systems

Transit systems are the foundation of a successful Transit-Oriented Development district, providing the mobility options necessary to reduce automobile dependence and supporting higher-density, mixed-use development. Effective transit service connects residents, employees, and visitors to regional destinations while reinforcing walkable, bikeable, and compact land use patterns. A coordinated mix of on-demand and fixed-route transit services ensures flexible, reliable access to the commuter rail station and surrounding neighborhoods, maximizing the overall efficiency and performance of the TOD district. Local transit for the TOD provides for a critical first and last-mile connection that can expand the station area's transit ridership beyond the immediate 1-2 mile radius, up to a 15-30 minute ride.

On-Demand Options

On-demand transit services, such as Freebee, play a critical role in first- and last-mile connectivity within the TOD district. These services provide flexible, point-to-point mobility that complements fixed-route transit by serving short trips, lower-density areas, and off-peak travel needs. On-demand options are particularly valuable for connecting neighborhoods within a one-mile radius to the transit station, reducing reliance on single-occupant vehicles while improving accessibility for seniors, visitors, and those with limited mobility. Miami-Dade County currently runs MetroConnect, a free service that connects to this area, but which is expected to either change or be discontinued in the near future.

On-demand can be structured to be free, as with some current services, within a limited geographical area. However, this has the potential to cascade into uncontrollable costs once more riders can go to the station. On-demand connections to the commuter rail I the future should be carefully considered in this regard, and where on-demand reaches certain levels, such services should be converted to a fixed route system. Accordingly, if the City elects to begin service to the area with an on-demand system, it should be part of a larger plan, with key milestones, which will trigger a change to fixed-route systems once certain user thresholds are met. At that time, on-demand connections to the TOD area should be based on service to/from areas within a geofenced location, or with appropriate cost per ride. The city may also explore, as is the case with some Tri-Rail stations, programs through the Florida Department of Transportation or other sources that provide Freebie services or grants to run such services.

Fixed-Route Options

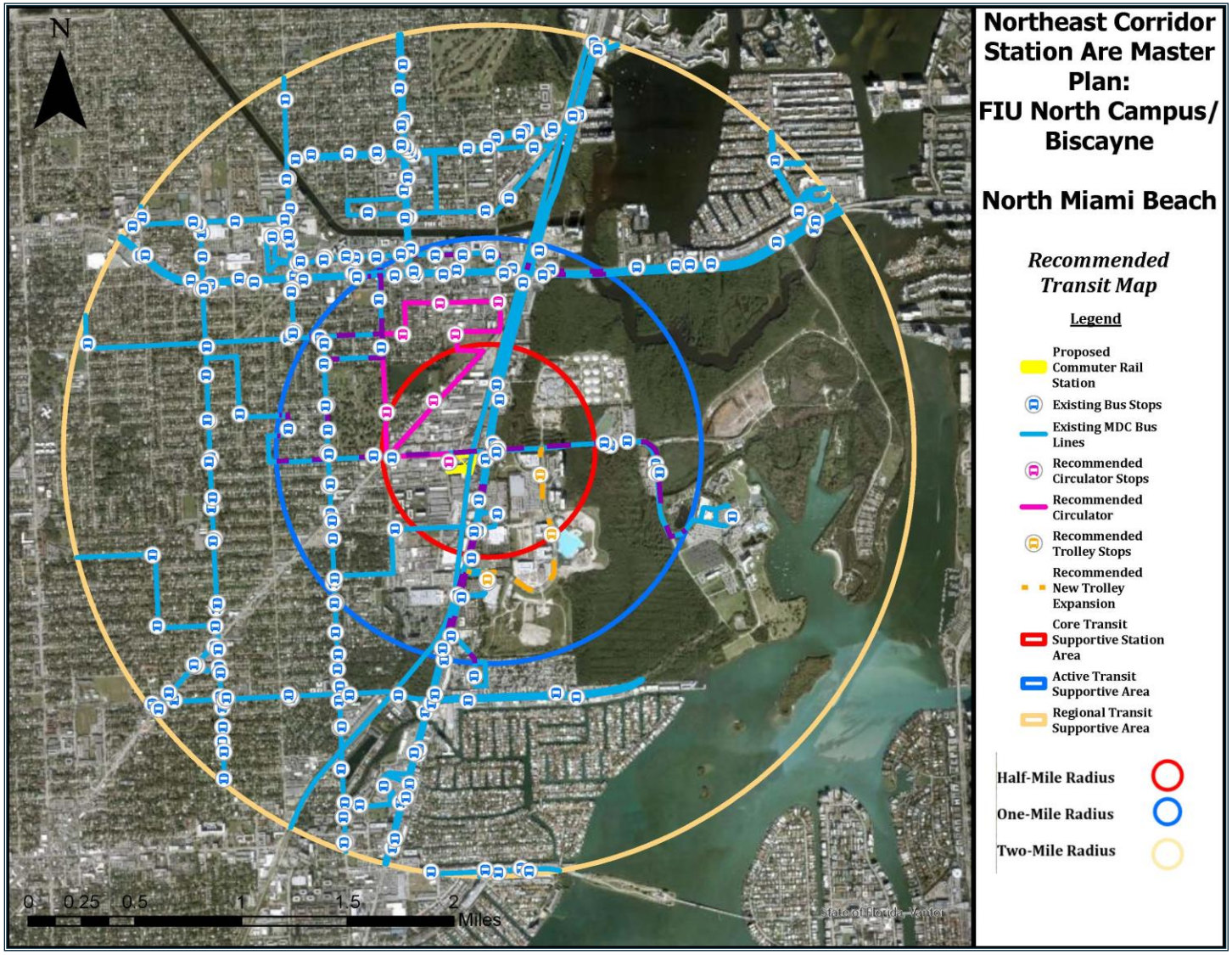
Fixed-route transit services, including the Miami-Dade County bus network and the North Miami Beach trolley, provide consistent and predictable mobility, forming the backbone of local and regional transit access. These services support daily commuting, connect the TOD district to employment centers and regional destinations, and reinforce transit-supportive land uses along major corridors. Frequent, reliable service and well-coordinated routes are essential to encouraging transit use and supporting higher levels of ridership within the district. North Miami Beach's current trolley system was previously designed as a 1-transfer route from anywhere in the city to other areas within the city. However, the routes will need to have their alignments reconsidered in light of the commuter rail, not only for the timeframe but for convenience. Most headways for the NMB system operate on a 45-minute headway, and only between 7 am and 7 pm, which may then be inconvenient in terms of connection to regional transit.

There is an opportunity in the future to think about this difference, and it should be considered in future studies, for pulse routes that serve as direct routes to hubs within the city. One such route could utilize Golden Glades, connect to Uleta and its routes, and then proceed to the station. Other pulse routes that can be considered include Oleta State Park/Intracoastal Mall, which can then connect to Sunny Isles Beach, and the 163rd Street Mall, a central hub for both NMB Trolley and Miami-Dade Transit.

Facility Needs

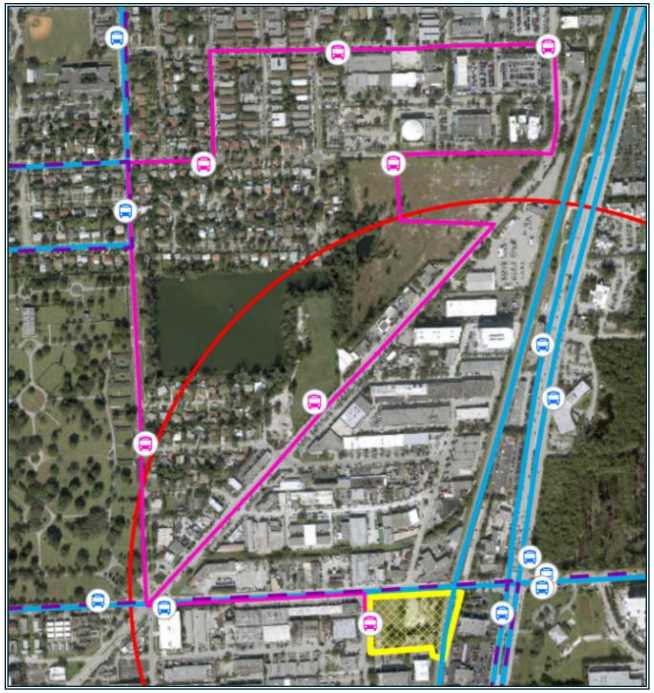
To support existing and future transit services, the TOD district requires well-designed transit facilities that prioritize safety, comfort, and accessibility. Key needs include clearly marked and sheltered bus stops, integrated wayfinding, ADA-compliant boarding areas, and seamless connections to pedestrian and bicycle networks. Additionally, bus pull-ins should be dedicated where needed. Designated curb space for on-demand services and coordination between transit modes are also necessary to minimize conflicts and congestion. Addressing these facility needs will enhance the user experience, improve system efficiency, and strengthen the role of transit as the primary mobility option within the TOD district. Map 18 below details the existing transit system and recommended improvements.

Map 18: Recommended Transit Map



Local Station Area Circulator

As illustrated in Map 18, the TOD core area is currently underserved by existing Miami-Dade County transit routes (in light blue) and the North Miami Beach Trolley system (in purple). Despite this limited transit coverage, the area is planned to accommodate more than 1,000 residential units. Additional development is anticipated as the TOD core area regulations established by this plan are implemented. The current North Miami Beach Trolley can easily serve the station and connect to the FIU campus. As the station comes online, however, the route should be redefined at that time as part of a Comprehensive Operational Analysis. Importantly, the headway and timetable for the trolley may be reconfigured such that it matches the schedule of the commuter rail service in order to minimize the transfer time for commuters and travelers.



Map 19: Local TOD Circulator Route

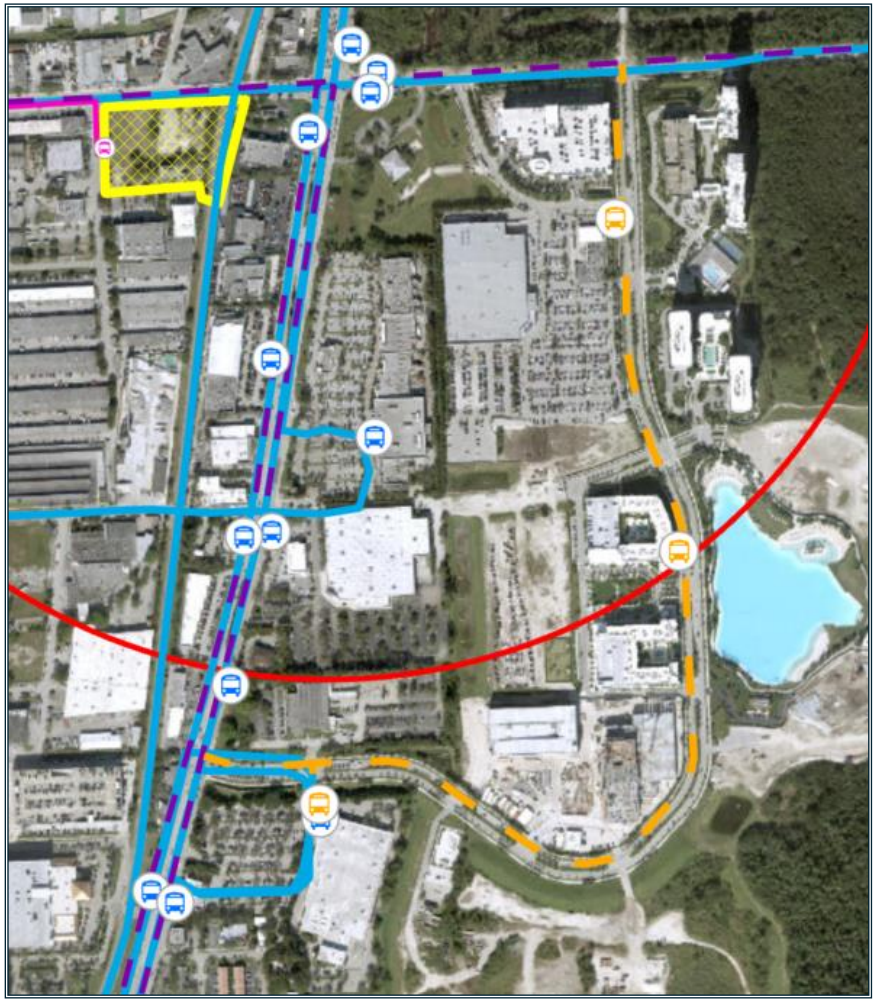
To support this growth and ensure the effective operation of the transit station, the establishment of a dedicated local circulator route serving the TOD core area is essential. A focused circulator would provide convenient, frequent connections between residential neighborhoods, mixed-use destinations, and the transit station, improving accessibility and reducing reliance on single-occupant vehicles. Implementing a circulator system tailored to the TOD core area will strengthen first- and last-mile connectivity, enhancing the overall efficiency and usability of the transit network. Map 19 provides closer details of the proposed circulator route (in pink).

This and other circulators should be planned 2 years before the beginning of service (2030), with operations to begin with revenue service for the station. However, new development in the area does not have rules regarding transit contributions or stops built into the property, and this should be a consideration for all future development design in the district and incorporated into any updated land development regulations for the TOD.

NMB Trolley Expansion

The existing North Miami Beach Trolley service currently overlaps with several Miami-Dade County bus routes, limiting its effectiveness in expanding access to the proposed rail station. To better serve potential transit users and extend coverage to emerging activity centers, the trolley line serving the FIU campus should be expanded southward along the Sole Mia corridor before reconnecting with the existing route on Biscayne Boulevard.

While this area is primarily located within the City of North Miami, it has experienced significant recent growth, including the development of numerous residential units and the establishment of a new UMiami Health hospital. These destinations represent major trip generators that would benefit from direct, reliable access to the proposed transit station and the surrounding TOD district. The expanded trolley service could be implemented as an extension of the existing North Miami Beach Trolley system or through an interlocal agreement with the City of North Miami, allowing for the joint coordination and operation of enhanced local transit service connecting this area to the rail station. Map 20 provides a closer detail of the proposed trolley extension (in orange).



Map 20: Expanded NMB Trolley Route

Complete Streets

A complete streets network is vital to the success of an efficient Transit-Oriented Development (TOD) district because it ensures that streets are designed and operated to safely accommodate all users. This includes pedestrians, bicyclists, transit riders, motorists, and freight. In a TOD context, streets are not solely for vehicle movement; they function as multimodal public spaces that support access to transit, economic activity, and daily life. Complete streets prioritize safe, direct, and comfortable connections to the transit station, enabling residents, workers, and visitors to choose walking, bicycling, or shared mobility options for short trips rather than relying on single-occupant vehicles.

By integrating pedestrian infrastructure, bicycle facilities, transit accommodations, and managed vehicular access within a cohesive street network, complete streets improve safety, reduce congestion, and enhance overall system efficiency. These designs support active ground-floor uses, reinforce placemaking, and improve accessibility to jobs, services, and amenities throughout the district. In doing so, a complete streets network maximizes the return on transit investment, strengthens multimodal connectivity, and creates a resilient, people-focused environment that is essential to the long-term performance and livability of a TOD district.

Complete Streets Cross-Section Profiles

The complete streets section profiles are based on a network approach, in which parallel street pairs are considered as part of the network of streets and off-street paths to provide facilities based on the planned purpose of the street. Networks of connectivity have been developed so that not every street accommodates every mode, with consideration of the best use of existing right-of-way, while creating a network that as a system accommodates every mode safely and comfortably.

Table 6: TOD Core Recommended Complete Street Cross-Sections

STREET	FROM	TO	PRIMACY of USE	EXISTING ROW	TRAVEL LANES	TURN LANE	PARKING LANE	BICYCLE LANES	L'SCAPE BUFFER	SIDE WALK	PLANNED ROW	DEDICATE ROW
NE 151st St.	US-1	FEC RR	vehicular	80 ft.	4 x 11 ft.	1 X 11 ft.	none	2-way north side	-	north side 6 ft.	85 ft.	5 ft. north side
NE 151st St.	FEC RR	NE 21st Av.	vehicular	70 ft.	4 x 11 ft.	1 X 11 ft.	none	2-way north side	-	north side 6 ft.	85 ft.	15 ft. north side
NE 151st St.	NE 21st Av.	W Dixie Hwy	vehicular	70 ft.	4 x 11 ft.	1 X 11 ft.	none	none	north side 4 ft.	north side 8 ft.	76 ft.	6 ft. north side
NE 152nd St.	NE 21st Av.	W Dixie Hwy	pedestrian	50ft.	0	0	none	2-way trail	linear park 50 ft.	pedestrian path	50 ft.	50 ft. FEC ROW
NE 153rd St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 X 11ft.	0	both sides 2 x 8 ft.	shared	both sides 4 ft.	both sides 9 ft.	60 ft.	5 ft. each side
NE 154th St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 X 11 ft.	0	one side w tree islands	shared	parking + tree islands	6 ft. & 8 ft.	50 ft.	none
NE 155th St.	NE 21st Av.	W Dixie Hwy	mixed	50 ft.	2 X 11 ft.	0	one side w tree islands	shared	parking + tree islands	6 ft. & 8 ft	50 ft.	none
NE 21st Av.	NE 151st St.	NE 152nd St.	mixed	50 ft.	2 X 11 ft.	0	none	2-way buffered	both sides 4 ft.	both sides 8 ft.	60 ft.	5 ft. each side
NE 21 Av.	NE 152nd St	NE 154th St.	mixed	50 ft.	2 X 11 ft.	0	none	shared	both sides 4ft.	both sides 8 ft.	50 ft.	none
NE 21 Av.	NE 154th St.	NE 155th St.	mixed	50 ft.	2 X 11 ft.	0	none	shared	both sides 4 ft.	both sides 8 ft.	50 ft.	50' for connection
Paseo	NE 152nd St	NE 153rd St.	pedestrian	0 ft.	0	0	none	multipurpose path	5 ft each side	pedestrian path	30 ft.	30' x 200' private land
W Dixie Hwy	NE 151st St.	NE 152nd St.	vehicular	70 ft.	4 x 11 ft.	1 X 11 ft.	none	2-way east side	both sides 4 ft.	both sides 6 ft.	80 ft.	5 ft. each side
W Dixie Hwy	NE 152nd St	NE 154th St.	vehicular	70 ft.	4 x 11 ft.	1 X 11 ft.	none	2 way on east side	both sides 4 ft.	both sides 7 ft.	90 ft.	east: 5 ft west: 20 ft..
W Dixie Hwy	NE 151st St.	NE 152nd St.	vehicular	70 ft.	4 x 11 ft.	1 X 11 ft.	none	2-way east side	both sides 4 ft.	both sides 6 ft.	80 ft.	5 ft. each side

NE 151st Street is County collector roadway with 80 feet of right-of-way at its intersection with Biscayne Boulevard until the FEC railroad, and west of the tracks is a 70-foot right-of-way to the intersection with West Dixie Highway. The design speed is 40 mph, and the posted speed limit is 35 mph. The City does not have jurisdiction of the road, and west of the FEC railway does not have jurisdiction of the land use on the south side. For the purpose of this Plan, the roadway is the vehicular entrance to the TOD Core from the south and east. The TOD Plan leverages this function and plans to continue to keep this link functioning as the vehicular entrance to the TOD and the Station. It has three critical functions to the TOD Core: 1) to bring traffic to the planned interceptor garage to serve development in the TOD Core, 2) to allow the growth of the area with a strong vehicular link, and 3) to provide capacity for increased transit service to the Station and TOD.

Three major improvements are part of the plan for this road:

1. An enhanced pedestrian crossing at the intersection of NE 21st Street, with a scramble operation and a raised platform intersection for universal design to enable crossing at all levels of mobility;
2. West of NE21st Avenue, the plan includes improving the sidewalk condition with a landscape buffer on the curb side;
3. East of NE 21st Avenue, a 2-way bicycle path is planned on the north side to provide a link to Biscayne Boulevard, the planned FEC Greenway, and the east side of NE 151st Street. The protected bike facility will link to NE 21st Avenue, to link to the NE 152nd Street linear park with a continuous bike path.

Additional right-of-way will be required, only on the North Miami Beach side, to achieve the planned improvements:

- From Biscayne Boulevard to the FEC right-of-way, 5 feet for a distance of approximately 280 feet.
- From the FEC right-of-way to NE 21st Avenue, 15 feet for a distance of approximately 220 feet.
- From the NE 21st Avenue to West Dixie Highway, 6 feet for a distance of approximately 1,380 feet, of which 500 feet is City property. (public works yard)

NE 152nd Street is currently the abandoned FEC rail spur that runs from the FEC rail main line, west across NE 21st Avenue, and terminates at West Dixie Highway. The right-of-way is 50 feet wide and approximately 1,300 feet long. It is an unimproved area of 1.5 acres, including a portion that runs across NE 21st Avenue. The vision of the plan includes creating this into a signature urban linear park for the TOD Core, including a pedestrian promenade, bicycle path, landscape, kiosks at the edges, and active

land use fronting it on both sides. Combined with a supportive zoning code to allow the rear of the properties along to include frontages, it will provide a direct link among the interceptor garage and NE 153rd Street, NE 21st Avenues, the FEC Greenway, and the Station. As a pedestrian street, it can become the "festival street" for farmers' markets, art festivals, and other events. The City will have to obtain the land from the FEC rail company.

NE 153rd Street serves existing light industrial uses. Recent improvements include repaving, parallel parking with tree islands for canopy, and valley gutter drainage on the outside of the parking lanes. The right-of-way is a 50-foot section, and it is 1,275 feet long. Based on the clearly stated desire of the workshop participants, who included both business owners and residents from the neighborhood west of West Dixie Highway, NE 153rd Street is to become the main street of the mixed-use TOD Core. The land use plan makes this the primary street for both the retail/entertainment/residential mixed-use district on its south, and the tertiary employment mixed-use district for commerce, clean-tech makers, research, and offices above on its north side. For the initial phase of development, the improved configuration of the road will serve in the interim; however, the plan recommends a more pedestrian-friendly configuration for retail and eatery frontage uses with wider 9-foot sidewalks, a 4-foot landscaping area, street parking, and curb and gutter. With the main bicycle path parallel to its south, local bicycle trip ends will be on sharrows in the 20-mph travel lanes.

An additional 5 feet of right-of-way will be required on each side to achieve the planned improvements that require a 60-foot street section.

NE 154th and 155th Streets serve existing light industrial uses. They are paved with a combination of some curb and gutter and swale drainage. Much of the swale areas are paved or compacted, and used as parking for the businesses. These streets will serve the tertiary employment mixed-use district for commerce, clean-tech makers, research, and offices above. Retail and eateries may still be interspersed at the ground floor, so these streets will be upgraded for safer and more enjoyable pedestrian use; however, as the streets are intended more for commercial uses, the pedestrian improvements will be commensurate. The plan recommends on one side: 7-foot sidewalks, a 4-foot landscaping buffer, and curb and gutter, and on the other side, 6-foot sidewalks, street parking with tree islands in the parking lane, and curb and gutter. With the main bicycle path parallel to its

south, local bicycle trip ends will be on sharrows in the 20-mph travel lanes, connected from bike facilities on NE 21st Avenue and West Dixie Highway.

No additional right-of-way will be required to achieve the planned improvements that are designed for a 50-foot street section.

NE 21st Avenue serves existing light industrial uses. It is paved with swale drainage, much of which is paved or compacted, and used for parking for the businesses. The right-of-way is a 50-foot section, and it is 1,275 feet long. Bit is the main street for local north-south travel within the TOD Core. As such, the land use plan makes this the gateway from the planned Station, a primary street for retail/entertainment/residential mixed-use district up to NE 153rd Street, and the main local passage for the tertiary employment mixed-use district for commerce, clean-tech makers, research, and offices above, north of NE 153rd Street. As a main internal street in the TOD Core, the street design recommendations balance pedestrian, bicycle, and vehicular use. It is not continuous to NE 155th Street. Partly because of this, and also to accommodate a bicycle connection to reach the NE 152nd Street linear park, the improvements are different for three segments:

1. From NE 151st Street to NE 152nd Street: 7½ -foot sidewalks, a 4-foot landscaping buffer, curb and gutter, and buffered bicycle lanes to connect to the linear park bicycle path. There is no street parking; however, the main entrance to the interceptor garage is only 350 feet away.
2. North of NE 152nd Street to NE 154th Street: 7½ -foot sidewalks, a 5-foot landscaping buffer, with curb and gutter. Local bicycle trip ends will be on sharrows in the 20-mph travel lanes, connected from bike facilities on the linear park, and the FEC Greenway. There is no street parking; with street parking accommodated on side streets and longer-term parking available at the interceptor garage that is within a walking distance of 1,000 feet at most.
3. North of NE 154th Street to NE 155th Street: This segment does not exist currently and will be needed for pedestrian connectivity by dedication or easement. The section will be the same as for the segment to its south.

Additional right-of-way will be required, only on the North Miami Beach side to achieve the planned improvements:

- From NE 151st Street to the NE 152nd Street linear park, an additional 5 feet of right-of-way will be required on each side to achieve the planned improvements that require a 60-foot street section. The segment is approximately 250 feet long.
- From NE 152nd Street to NE 154th Street, no additional right-of-way will be required to achieve the planned improvements that are designed for a 50-foot street section.

- From NE 154th Street to NE 155th Street, the 50-foot entire right-of-way will be required by dedication or easement, most likely through mutual agreement with redevelopment or the 9-acre site that it will go through. The segment is approximately 350 feet long.

North-South Paseo – 152nd Street to NE 153rd Street will become an important pedestrian link between the NE 153rd Street main street, the linear park, and the interceptor garage. It will be a primary location for wayfinding, landscaping, and lighting as it will be the front door for many people arriving by car. The exact location of the paseo will be developed in coordination with the pedestrian exit/entrance of the garage, and it will require a width of 30 feet.

Additional right-of-way will be required to achieve the planned improvements for a 30-foot-wide path of approximately 200 feet long. (0.14 acres)

West Dixie Highway is a Florida Department of Transportation (FDOT) roadway that occupies a 70-foot of right-of-way from NE 151st Street to NE 159th Street at the northern limit of the TOD Core "triangle." The design speed is 40 mph, and the posted speed limit is 35 mph. The City does not have jurisdiction of the road, but does have zoning jurisdiction on both sides of this segment of the road. It is a major part of the north-south vehicular network on the region; however, it is also a major barrier to connectivity between the TOD Core redevelopment and the neighborhoods to its west. The TOD Plan supports its regional vehicle and bus transit function, while also ameliorating its effect as a pedestrian barrier, and using the required segment to connect the TOD Core bicycle path through the NE 152nd Street linear park to the City's greenways bicycle network in Taylor Park and Aqua Bowl. The improvements for this plan are different for three segments of this part of the road:

1. South of NE 152nd Street, the plan includes wider sidewalks of 7 feet, and a 4-foot landscaping buffer, with curb and gutter. There is no parking or bicycle facility.
2. From NE 152nd Street to NE 154th Street, the wider sidewalks and a landscape buffer continue, and 2-way bicycle path is planned on the east side to provide a link from the planned FEC Greenway bicycle path to cross west at 154th Street and continue as an off-street trail in Taylor Park. The bicycle path is planned as an on-street, 2-way buffered facility for the reason of requiring dedication on the east side of the road where the recommended development envelope is more intense and taller and provides better opportunities for dedication. The west side land use plan includes only 4-story transitional mixed-use and properties are not deep.

The intersection at NE 153rd Street will be enhanced with a signal and a raised platform intersection for universal design to enable crossing at all levels of mobility.

The intersection at NE 154th Street will be improved for pedestrian and bicycle crossings with green bicycle marking in addition to pedestrian crossing markings, and a demand-activated signal designed for pedestrian and bicycle use.

3. From NE 154th Street to NE 159th Street, the plan includes wider sidewalks of 7 feet, a 4-foot landscaping buffer, and curb and gutter. There is no parking or bicycle facility.

Additional right-of-way will be required to achieve the planned improvements:

1. From NE 151st Street to NE 152nd Street, 5 feet on each side to accommodate wider sidewalks and a landscape buffer for a distance of approximately 350 feet. The curb line or drainage does not have to be reconfigured.
2. From NE 152nd Street to NE 154th Street, 5 feet on the west side and 20 feet on the east side for a distance of approximately 875 feet.
3. From NE 154th Street to NE 159th Street, 5 feet on each side to accommodate wider sidewalks and a landscape buffer for a distance of approximately 2,500 feet. The curb line or drainage does not have to be reconfigured.

ACTIONABLE STEPS AND RECOMMENDATIONS

TOD Actionable Steps

Future Land Use and Zoning

1. Future Land Use – The City should create the basis for land use in the Comprehensive Plan for the TOD area. This area's land use as defined should ensure that the TOD allows for up to 8 stories as a minimum and provides for an FAR of 4.0 to 7.0 and residential density of 60 to 120 du/ac in the TOD Core and 30-60 du/ac in the TOD transition areas. Uses within the TOD district should allow for mixed-uses, with light industrial, commercial retail, offices, restaurant, civic, commercial recreation, education, and residential, among others as desired by the City. Uses planned should gear the area to operate on an 18-hour day as opposed to the current 12-hour day. The Future Land Use changes should focus in particular on the triangle core area of the district as provided for in this plan.
2. Park Space – To ensure that the City qualifies for grant monies, such as for Florida Forever grants, it should define the areas of the TOD where future parks should exist in its future land use.
3. Zoning – To implement the TOD district, the City should amend its Land Development Regulations for the area. Building on the Future Land Use, the zoning district should include consideration of building setbacks, assignment of onsite parking to garages or to the rear of the building, and limitations on maximum block sizes to 300 feet. In addition, the City should consider including regulations similar to the City's Mixed-Use districts whereby the right-of-way configuration is included in the district regulations.
4. Designation of Utility and Beautification Easements – As part of the land development regulation requirements, the City should enact a program of utility and beautification easements specifically to allow for the implementation of its desired Complete Streets approach for the TOD.

Infrastructure Planning

1. Transportation and Parking:
   i. Complete Streets Policy Adoption (TOD): The City should adopt as its policy the preferred right-of-way configurations for NW 151st Street, West Dixie Highway, US-1/Biscayne Boulevard, NW 153rd Street, NW 154th Street, and NW 155th Street.
   ii. Local Street Speed Limits: While keeping the arterial and collector streets the same, within the TOD, the City should work to create a 15 mph speed limit for all local roads.
   iii. Transit – The City should conduct a Comprehensive Operational Analysis for its trolley approximately 12-18 months before the scheduled opening of the commuter rail line, taking into account developments and the planned timetable for the commuter rail line, which should be evident closer to the line's opening.

2. Utilities:
   i. Water and Stormwater: Water and Stormwater facilities in the area are currently adequate and there should be enough capacity in existing mains for the planned development of the area, but the City should continue to monitor as needed, and include water and stormwater planning as part of the right-of-way planning process as it implements new Complete Streets in the TOD.
   ii. Undergrounding: While part of the district is undergrounded, other areas, such as NW 21st Avenue, are not. The district as a whole should be planned to have underground utilities, and the land development regulations should reflect this in site planning requirements. Additional planning and coordination, however, is needed with Florida Power and Light on the undergrounding of remaining utilities within the TOD.
   iii. Lighting: Lighting within the district should be planned and implemented as part of the TOD's development. As an initial first step, the city should determine the desired aesthetic design for lighting within the district, which should be redesigned for pedestrian and bicycle traffic in the future. The city should then pre-plan and incorporate into its capital improvements program new lighting for the district as needed.

3. Branding and Identity:
    i. Wayfinding: Wayfinding through signs and other mechanisms, such as electronic boards, should be included in the area and be part of the area's capital improvement planning.
    ii. Local Area Design Guide: The City should consider creating a specific brand and identity for the TOD area. This should include considerations of design guidelines not only for development, but for necessary streetscape components, including benches, lighting, wayfinding, and other items similar to the Hanford Boulevard Kit of Parts adopted into the City's land development regulations.

Land and Right of Way Acquisition

1. FEC Spur Line: The FEC Spur line is currently utilized right-of-way, but not owned by the City. The city may either pursue the acquisition of FEC line through dedicated funding and application for available grants, or through negotiation of other means to utilize the right of way with the FEC.
2. Future Right of Way on the west side of the FEC: The City should acquire the space needed for the future bikeway by extending current regulations, which require dedication of this bikeway in the MU-EC district, southwards to the station in its land development regulations.
3. Other future park space can be acquired through requiring public, open space within developments.

Intergovernmental and Other Coordination

1. Florida Department of Transportation – Coordination and memorandum of understanding may be needed to enable the City's desired future for West Dixie Highway's and Biscayne Boulevard's configuration, including midblock and improved intersection crossings.
2. Miami-Dade County - Coordination and a memorandum of understanding may be needed to enable the City's desired future for NW 151st Street's configuration, including midblock and improved intersection crossings. Coordination with Miami-Dade DTPW is also needed to understand the timeline of the station's development, as well as the parking planning for the station.

3. Miami-Dade TPO – Coordination with Miami-Dade TPO is needed to place the projects within the TOD into the long-range transportation plan. In addition, the City should continue to work with the Miami-Dade TPO on future corridor and multimodal connectivity.
4. CITT – Coordination with CITT is needed to enable changes to the city's Trolley system through a new interlocal agreement, as the Trolley is partially funded through CITT.
5. North Miami – Coordination with North Miami in the future should consider land use and the development of alternative pathways for
    a. FEC – Coordination with the FEC is needed on crossings, including elevated crossings at key areas, as well as the acquisition of the spur line.
    b. FIU – Regular coordination with FIU may be beneficial for the city and the University as it can create new connection for student and staff housing, local economic activity, and bridge the gap between the campus and the City.

To provide for better coordination with the above entities, the City should create a working group that will meet periodically, at least every 6 months, with the entities above in order to integrate future planning and infrastructure implementation.

Administration

1. Public-Private Partnerships: The City should explore public-private partnerships to develop the current maintenance facility on NW 151st Street into a parking garage, city facility, and rooftop recreation as envisioned during this process.
2. Grants: Programs such as the Florida Forever Parks and Open Space Grants, housing grants, and regional economic development grants should be pursued for the area.
3. Other funding mechanisms for infrastructure: The city should review and update its parks and transportation concurrency programs, along with requirements for easements and dedications, to ensure the implementation of Complete Streets within the TOD. Other mechanisms for funding within the TOD include extending the City's CRA into the area, which will require a Finding of Necessity Report, or through the creation of a special assessment district for the TOD.

Recommendations Overview

The following tables contain the list of recommendations by planning categories that are proposed under this plan. The recommendations are categorized by planning categories.

Table 7: General Recommendations

General			
Recommendation	**Location**	**Cost Estimate**	**Time to Implement**
Conduct an audit of the Land Development Code and site-plan approval decisions to locate where approvals have gone against TOD standards. Then use the findings to support the creation of a TOD overlay district.	N/A (internal City)	$40,000 to $180,000	Mid-term
Create an intergovernmental Memorandum of Understanding (MOU) between the city of North Miami Beach and the city of North Miami regarding developments around the station area.	development within half-mile radius of proposed commuter rail station.	up to $10,000	Short-term
Develop a joint station-area master plan between the City of North Miami Beach and the City of North Miami for the half-mile radius surrounding the station.	A half-mile radius of the proposed commuter rail station.	$75,000 to $200,000 (Many elements of the plan could be pulled from this plan, which would affect labor, public engagement, and other costs)	Short-term
Obtain a railroad quiet zone designation for the area between NE 149th Street and NE 159th Street.	The railway between NE 149th Street and NE 159th Street	$30,000 to $150,000 (Depends on how many additional safety features are needed at the rail crossing at NE 151st Street)	Short to Mid-term

Table 8: Parking Recommendations

Parking			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Repurpose the Public Works yard on NE 151 ST into a shared-use garage.	On the north side of NE 151st Street, across from the proposed station.	N/A (dependent upon the private-public partnership established, and, size and scope of garage)	Mid-term to Long-term
Parking should be located behind or beside buildings, or within a screened garage. No parking should be located between buildings.	Entire Overlay	N/A (Regulatory)	Short-term
For all parking is located above the ground floor, regulations incorporate a transit and shared reduction per ITE criteria.	Entire Overlay	N/A (Regulatory)	Short-term
For mixed-use buildings within a quarter-mile of the proposed train station, with at least 70% of the gross floor area dedicated to residential use, a 15% parking reduction may apply toward required residential parking.	Within a quarter-mile of the train station	N/A (Regulatory)	Short-term
For mixed-use buildings within a half-mile of the proposed train station, with at least 70% of the gross floor area dedicated to residential use, a 10% parking reduction may apply toward required residential parking, and a 5% reduction may apply to required commercial parking.	Within a half-mile of the train station	N/A (Regulatory)	Short-term

Table 9: Pedestrian Systems Recommendations

Pedestrian Systems			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Install an enhanced and raised pedestrian crossing at the intersection of NE 21st Avenue and NE 151st Street	Intersection of NE 151st Street and NE 21st Street	$100,000 to $300,000 (Depend on chosen design, traffic systems installed, raised or grade level crossing, etc.)	Short-term to Long-term
Require street furniture along appropriate public sidewalks and other pedestrian facilities.	Public frontages, and excludes alleyways or service roads.	N/A (Regulatory)	Short-term
Require continuous sidewalks along all frontages.	Entire TOD	N/A (Regulatory)	Short-term
Promote active pedestrian alleys to encourage more active streets.	TOD Core	N/A (Regulatory)	Short-term
Require that a north-south paseo is required between NE 151st Street and NE 153rd Street. The part from NE 151st Street to NE 152nd will be part of the City's responsibility in design and build of the garage. The part from NE 152nd Street to NE 153rd Street will require a dedication with redevelopment.	Midblock between NE 151st and NE 153rd Street	N/A (Regulatory)	Short-term

Table 10: Bicycle and Mobility Systems Recommendations

Bicycle and Mobility Systems			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Expand buffered bike lanes along major roadways within the TOD region. Utilize off-street paths where possible.	Per Bicycle Network Map of Transportation Section	Between $400 to $900 per linear foot, not including right-of-way acquisition where needed.	Mid-term to Long-term
Expand the regional Greenways to provide safer routes to bike around heavy traffic areas.	Per Greenways Network Map of Transportation Section	Between $150 to $1,500 per linear foot of paved area	Mid-term to Long-term
Limit the use of sharrows to single-family neighborhood streets and low-speed local street in the TOD Core.	Citywide	N/A (regulatory)	In coordination with bicycle lanes for continuous paths
Provide 2-lane bi-directional protected bicycle lanes	North side of NE 151st St, from Biscayne Boulevard to NE 21st Avenue, and West Dixie Highway on east side from NE152nd Street to NE 154th Street	Between $400 to $1,500 per linear foot, not including right-of-way acquisition where needed.	Short to Mid-term
Provide buffered green bicycle lanes on both sides of street.	NE 21st Avenue from NE 151st Street to NE 152nd Street	Between $150 to $900 per linear foot of paved area, not including right-of-way acquisition where needed.	Short to Mid-term

Table 11: Transit Systems Recommendations

Transit Systems			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Coordinate with FDOT on grants that offer funds for on-demand ride services in the station area.	Train Station on NE 151st Street	N/A (Grants can be obtained)	Mid-term
Establish a direct route service with the NMB Trolley from the train station to FIU.	Train station to FIU North Campus	$350,000 to $750,000 per year	Mid-term
Establish a direct route service from the train station to Oleta State Park on weekends and holidays.	Train station to Oleta River State Park	$350,000 to $750,000 per year	Mid-term
Reroute the existing Trolley route that goes to FIU to include the Sole Mia area of North Miami and Highland Village.	Sole Mia Way from NE 151st Street to Highland Drive	$0.00 to $150,000	Short-term to Mid-term
Establish a local area circulator route from the station to key locations in the TOD area.	Entire Overlay	$350,000 to $750,000 per year.	Mid-term to Long-term

Table12: Parks and Open Space Recommendations

Parks and Open Space			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Convert the unused 0.34-mile FEC spur line into a linear park.	Abandoned FEC railroad spur-line along theoretical NE 152nd Street from the FEC main line railway to West Dixie Highway	$5,000,000 not including acquisition costs	Long-term
Construct rooftop park on interceptor garage	Between NE 151st Street and NE 152nd Street at location of City Public Works Yard.	not determined until garage feasibility study	Long-term
Require that development include 10% publicly accessible open space.	TOD Core	N/A (Regulatory)	Short-term
Require ground-level public spaces to have a minimum tree shade canopy.	TOD Core	N/A (Regulatory)	Short-term
Amend the Comprehensive Plan and LDRs to allow elevated parks and structured open space to count toward the City's parks LOS within TOD areas.	Citywide	N/A (Regulatory)	Short-term
Elevated parks shall have a minimum area standard.	TOD Core	N/A (Regulatory)	Short-term
Require that new publicly accessible parks within the TOD be designed as dual-purpose flood resilience infrastructure.	TOD Core	N/A (Regulatory)	Short-term
Construct a greenway along the FEC tracks to expand park connectivity.	Along the west side of the FEC railway from the Snake Creek Canal to NE 151st Street	$150 to $1,500 per linear foot of paved area, not including licenses and other costs of easement access from the FEC	Long-term

Table 13: Land Use Recommendations

Land Development Regulations			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Emphasize retail and entertainment uses on NE 153rd Street	NE 153rd Street from NE 21st Street to West Dixie Highway	N/A (Regulatory)	Short-term
Emphasize employment-focused uses in the north of the TOD Core	TOD Core from NE 153rd Street to NE 159th Street	N/A (Regulatory)	Short-term
Emphasize residential and commercial uses in the south of the TOD Core	TOD Core from NE 153rd Street south to NE 151st Street	N/A (Regulatory)	Short-term
Buildings within the TOD core are to utilize ground floor space for commercial uses: approximately 10% to 15% of a 10-story building	TOD Core	N/A (Regulatory)	Short-term
In the TOD transition area, no more than 80% of gross floor area should be dedicated to residential uses.	1) West side of West Dixie Highway from NE 151st Street to NE 154th Street	N/A (Regulatory)	Short-term
Buildings within the TOD core should maintain at least 15% of gross floor area dedicated toward uses other than residential (i.e., commercial, light industrial/manufacturing, retail, etc.).	TOD Core	N/A (Regulatory)	Short-term
Regulate the minimum height of buildings at 3 stories or 40 feet within the TOD Core.	TOD Core	N/A (Regulatory)	Short-term
Regulate the maximum height of buildings at 10 stories or 138 feet within the TOD Core.	TOD Core	N/A (Regulatory)	Short-term
Regulate maximum density of TOD Core to	TOD Core	N/A (Regulatory)	Short-term
Regulate minimum FAR of TOD Core to	TOD Core	N/A (Regulatory)	Short-term
Establish build-to line instead of setbacks, based on recommended right-of-way sections.	TOD Core	N/A (Regulatory)	Short-term

Land Development Regulations			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Regulate the minimum height of buildings at 2 stories or 30 feet within the TOD Transition Area.	Transition Area – west side of West Dixie Highway	N/A (Regulatory)	Short-term
Regulate the maximum height of buildings at 4 stories or 50 feet within the TOD Transition Area.	Transition Area – west side of West Dixie Highway	N/A (Regulatory)	Short-term
Regulate maximum density of TOD Transition area to 36 DU/acre	Transition Area – west side of West Dixie Highway	N/A (Regulatory)	Short-term
Regulate minimum non-residential FAR of TOD Transition Area to 0.5	Transition Area – west side of West Dixie Highway	N/A (Regulatory)	Short-term
Require active non-residential uses on the ground floor along designated TOD corridors.	TOD Core	N/A (Regulatory)	Short-term
Require minimum of 50% transparency for street frontages to 12 feet above the ground floor, and 70% on NE 153rd Street.	TOD Core	N/A (Regulatory)	Short-term
Require that at ground level, no more than 25 feet of blank facades are permitted along pedestrian-facing frontages,	TOD Core	N/A (Regulatory)	Short-term
Prohibit blank walls without fenestration or articulation above ground level for more than 70 feet.	TOD Core	N/A (Regulatory)	Short-term

Table 14: Landscaping Recommendations

Landscaping			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
The maximum percentage of impervious surfaces should be between 80% to 90% per lot.	TOD Core	N/A (Regulatory)	Short-term
Require the use of all or some of the following green infrastructure for developments: permeable paving, bioswales, landscaped terraces, or living walls.	TOD Core	N/A (Regulatory)	Short-term
Require street shade trees at set intervals of 25 feet.	Along all public frontages	N/A (Regulatory)	Short-term
Require street landscaped buffers between the roadway and the sidewalk.	Along all public frontages. Excludes alleyways or service roads.	N/A (Regulatory)	Short-term

Table 15: Public Art Recommendations

Public Art			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Require public art installations within plazas, elevated parks, or any other public space required as part of development.	TOD Core	N/A (Regulatory)	Short-term
Utilize the region's historical ties to the music industry to create a unique public art form.	TOD Core	N/A (Regulatory)	Short-term

Table 16: Wayfinding Recommendations Table

Wayfinding			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Enhanced signage within the TOD core for directions to the train station should be installed at every intersection.	TOD Region	For 8-10 signs $24,000 to $350,000 (depends on sign type)	Mid-term
Dynamic wayfinding signs that depict transit schedules shall be located at the train station, bus stops, and micro mobility parking areas.	Transit locations within TOD Region	$12,000 to $35,000 per sign	Mid-term
Require that the TOD district have a uniform wayfinding design criteria that uses consistent colors, icons, and materials to improve visibility and sense of place.	TOD Core	N/A (Regulatory)	Short-term

Table 17: Street Lighting Recommendations

Street Lightning			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Require street lighting with a target illumination of 2.0 to 5.0 footcandles (fc) for light poles and 1.0 to 2.0 fc for vertical illumination on walls along NE 151st Street	NE 151st Street from Biscayne Boulevard to West Dixie Highway	N/A (Regulatory)	Short-term to Mid-term
Require street lighting with a target illumination of 1.0 to 2.0 fc for light poles and 0.5 to 1.0 fc for vertical illumination on walls along primary TOD streets other than NE 151st Street.	TOD Core	N/A (Regulatory)	Short-term to Mid-term

Table 18: Access Management Recommendations

Access Management			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Establish a maximum driveway spacing requirement of 200 to 250 feet.	TOD Core	N/A (Regulatory)	Short-term
Require shared access agreements between adjacent properties.	TOD Core	N/A (Regulatory)	Short-term
Limit new driveways along Biscayne Boulevard. Encourage shared-use.	Biscayne Boulevard	N/A (Regulatory)	Short-term

Table 19: Freight and Loading Recommendations

Freight and Loading			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
Establish set time periods for large loading and delivery activities at off-peak travel windows.	TOD Core	N/A (Regulatory)	Short-term
Allow small business deliveries outside of set loading and delivery times so long as they do not obstruct sidewalks, bike lanes, roadways, or parking.	TOD Core	N/A (Regulatory)	Short-term
Loading service areas shall be located only in internal service alleys, inside structured facilities designed for delivery vehicles, or the rear of buildings outside of lanes of travel.	TOD Core	N/A (Regulatory)	Short-term

Table 20: Housing Recommendations

Housing			
Recommendation	**Location**	**Estimated Cost**	**Time to Implement**
A minimum of 15-30% of total residential units per development have fixed AMIs.	TOD Core	N/A (Regulatory)	Short-term
Units with a fixed AMI shall follow a layered approach of 5-10% of units at ≤60% AMI; 5-10% of units at 80% AMI, and 5-10% of units at 100-120% AMI.	TOD Core	N/A (Regulatory)	Short-term

EXISTING CONDITIONS

Existing Conditions

Land Use

Existing Use Typology

The project area includes sections of the City of North Miami Beach and the City of North Miami. The proposed commuter rail station is located within the City of North Miami's boundaries, and this location was highlighted in the 2019 North Miami Beach TOD Master Plan as "Alternative D."

The area surrounding the proposed station consists mostly of small-scale industrial and commercial uses. North Miami Beach recently adopted an overlay district that provides for bonus density for the US-1 Biscayne Boulevard Corridor, and allows for bonus density within the TOD study area for properties zoned B-2. There is limited multi-family housing south of NE 151st Street in the City of North Miami, and single-family housing to the northeast of the station. The area is mostly one and two-story buildings with surface parking.

Within a one-mile radius of the proposed station, there are several community assets. There are several parks to the north and east of the station, a fire and police station, several grocery stores, places of worship, education institutions, and the Florida International University, Biscayne Bay Campus. The Southern Cemetery is a notable landmark within this area as it

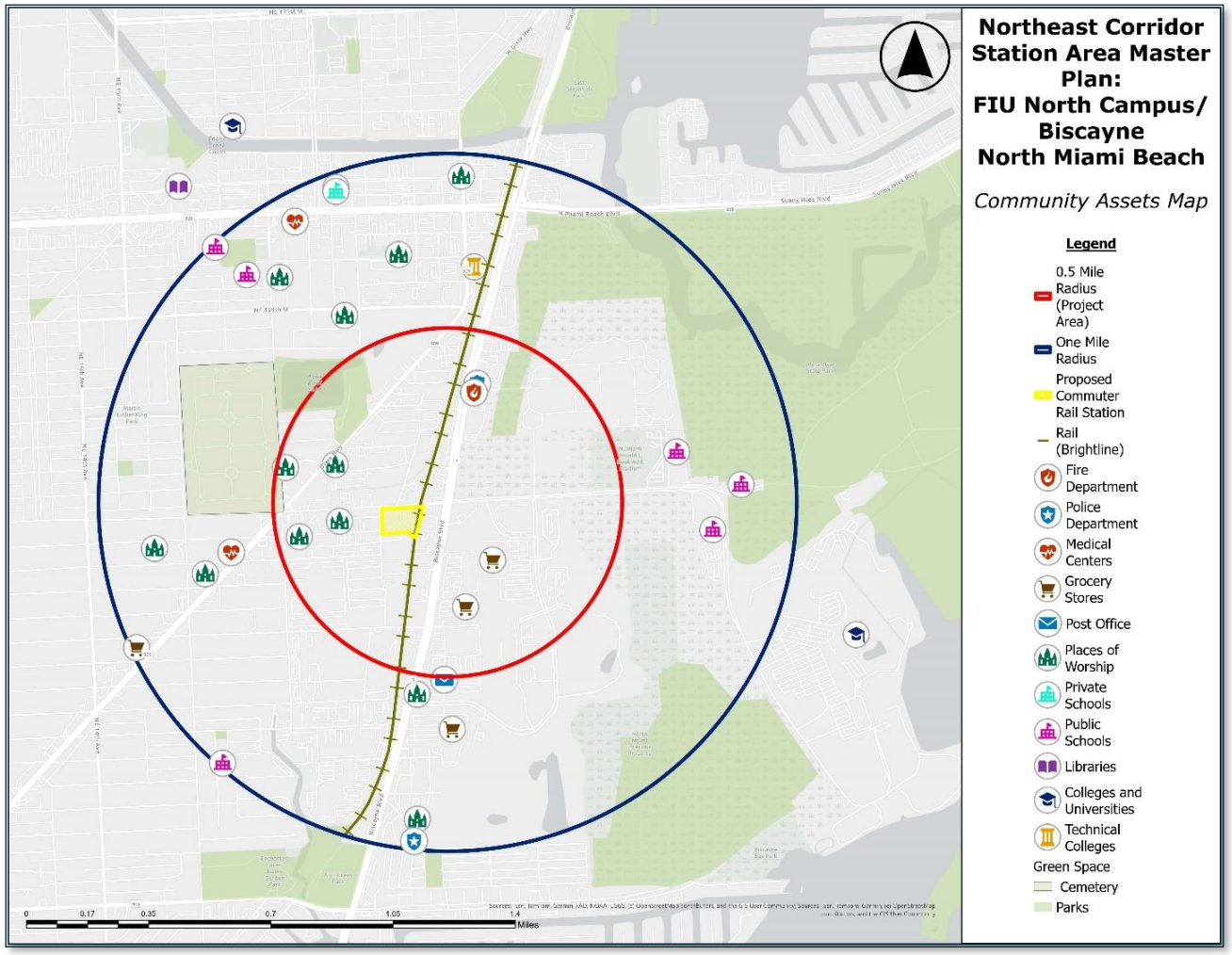


Figure 43: Existing Conditions in TOD Core



is open to the public and is one of the largest open spaces within North Miami Beach. The physical community assets in the region are depicted in Map 21.

Map 21: Community Assets Map



Existing and Future Land Use

The area within a half-mile radius of NE 151st Street and Biscayne Boulevard, spanning North Miami and North Miami Beach, features a diverse mix of land uses. Many aging commercial and light-industrial uses have been starting to fade in recent years, with a strong emphasis on redevelopment and mixed-use planning taking their place. The existing land use classifications are depicted in Map 22.

The Future Land use of the region is described by office, commercial, industrial, and low-density residential uses. An efficient TOD requires a higher mix of uses to create an area that is reliable and supportive of a transit rail facility. The future land use designations are depicted in Map 23 below. The area has potential for such mixed-use developments.

The industrial/commercial district extending west and north of the proposed station is bounded by West Dixie Highway to the west, NE 151st Street to the south, the FEC rail corridor to the east, and with its northern tip touching NE 159th Street. This area poses one of the most viable locations for redevelopment and the creation of an urban form. The area would be enhanced with the introduction of a new street grid, creating a north-south system that offers improvements to circulation to support any new development. The area west of Biscayne Boulevard, and just south of NE 151st Street has already seen major development, with the introduction of the Sole Mia complex, which included up to 6,000 residential units, 258,000 square feet of office space, 176,000 square feet of retail space, and 250 hotel rooms. Projects such as this help fuel potential ridership for transit rail facilities.

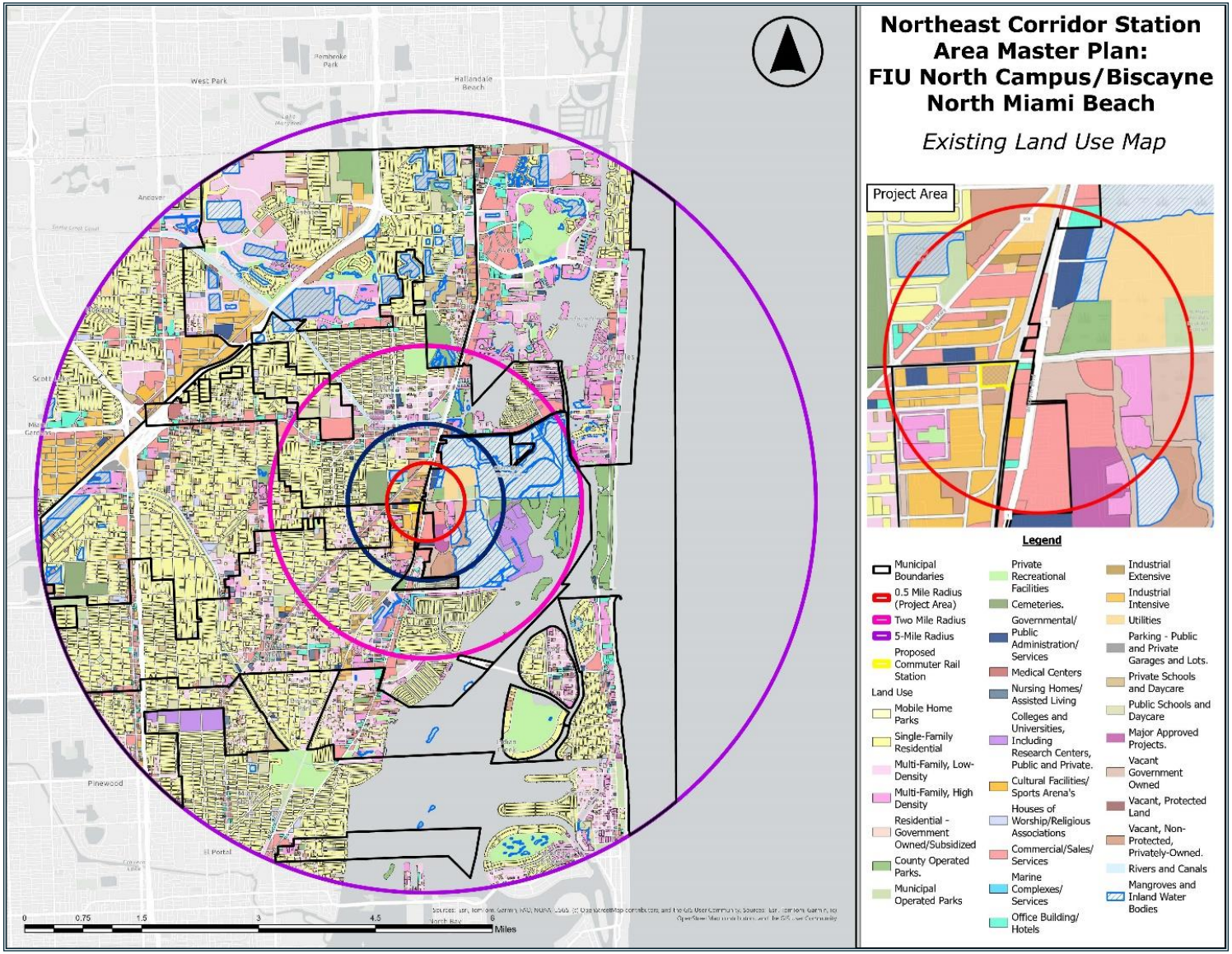


Figure 44: Existing Conditions in TOD Core

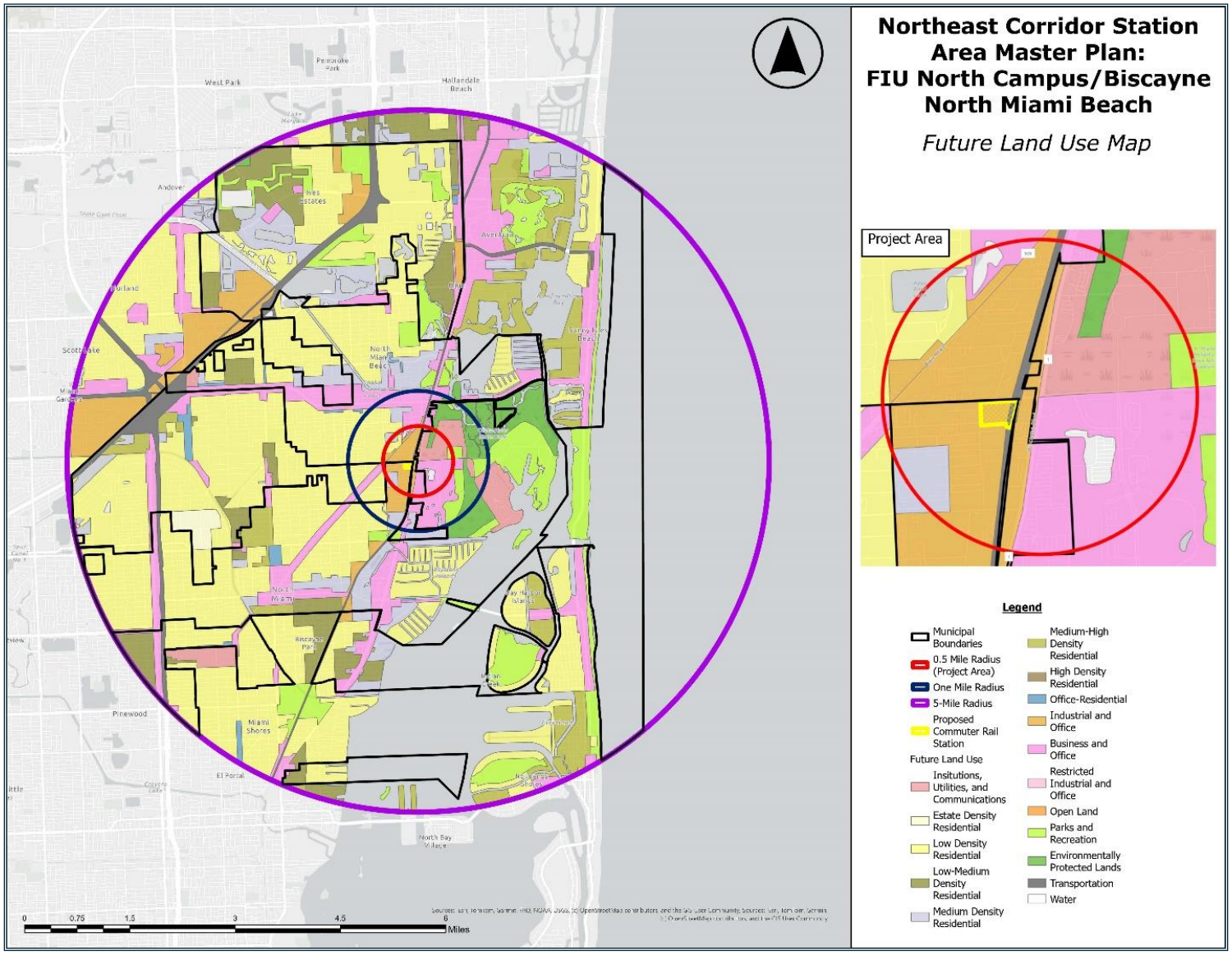


Figure 45: Existing Conditions in TOD Core

Map 22: Existing Land Use Map



Map 23: Future Land Use Map



Zoning

The North Miami Beach Zoning and Land Development Code serves as the legal framework guiding how land is used and developed throughout the city. It is designed to promote orderly growth, protect the health, safety, and welfare of the public, and enhance the aesthetic and functional quality of the community. The code outlines specific regulations for different zoning districts—such as residential, commercial, industrial, and mixed-use areas- and governs aspects like permitted uses, building heights, setbacks, density, and parking requirements.

An efficient TOD is promoted through the development of a vibrant, walkable community designed to maximize access to public transportation while reducing dependence on single-occupant cars. TOD zoning, therefore, generally aims to allow for a mix of housing, employment (offices, shops, industrial, etc.), and public spaces within a short walking distance of the station. Safety regulations need to ensure pedestrian—and bike-friendly streets with safe crosswalks, shaded sidewalks, and bike lanes connecting seamlessly to the station. Below is a breakdown of the existing zoning regulations within the project area.

Zoning within North Miami Beach's portion of the project area includes the following districts and general uses:

Table 21: Zoning Districts in North Miami Beach TOD Region

Zoning District	Uses Permitted/Observed
CF Community Facilities	Parks and government-owned buildings
B-1 Limited Business District	Small commercial businesses; offices
B-2 General Business District	Retail, including "big box" vendors such as Target, to strip malls with personal services, offices, bars, and restaurants
B-4 Distribution Business and Light Industrial District	Mainly industrial uses; Auto shops and maintenance; allows general businesses
RS-2 Residential Single-Family District	Generally detached single-family houses on small lots
MU-EC Mixed-Use Employment Center	Mixed use (residences and commercial/offices)
Biscayne Overlay District	Mixed-use and commercial retail and offices

The parcels within the North Miami portion of the TOD include zoning with the following districts and general uses:

Zoning District	Uses Permitted/Observed
M-1 Industrial	Industrial and Transit District Overlay Support
R-5, R-6 Multifamily	Higher density residential, with townhouses, apartments, and college/dormitory housing, and which may also include childcare centers, adult daycare, and living facilities, and institutional uses, such as hospitals, nursing, and convalescent homes
PU – Public Use	Public uses, including parks
PD-1 Planned Development	Subject to the master plan approach, generally mixed-use
PD-2 Planned Development	Subject to master plan approach (i.e. Sole Mia)
MU-EC Mixed-Use Employment Center	Mixed use (residences and commercial/offices)
C-2PDW Commercial	Commercial supportive uses for Biscayne Boulevard; Special developments

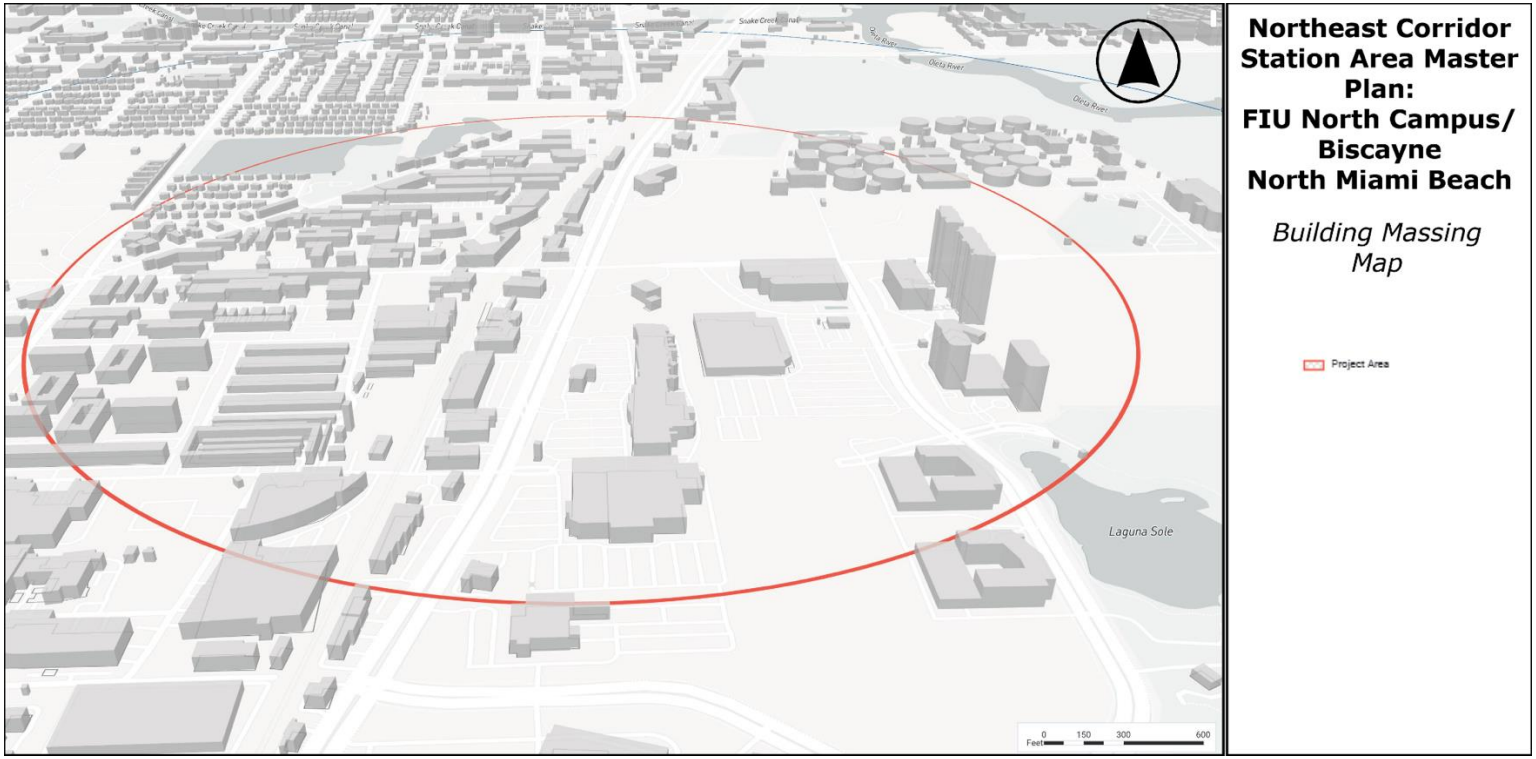
Heights

Building height is essential to understanding density in an area. Generally, the maximum height for single-family housing within the TOD area is two stories. Height could also entail development and more people coming into the area, which could be controversial for the residents.

Notwithstanding the Biscayne Boulevard Overlay District, the height of moderate to intense businesses (B2) is allowed for up to fifteen stories high within North Miami Beach. The Biscayne Boulevard Overlay District, which runs along Biscayne Boulevard, provides for alternative regulations for B-2 zoned properties along the Biscayne Boulevard corridor. For qualifying properties meeting the conditions to utilize the overlay district, heights are allowed up to 25 stories/315 feet, and up to 30 stories with bonuses. Businesses with light industrial zoning (B4) are allowed up to four stories.

Current heights in the study area vary and range from 15-foot single buildings to 275-foot story buildings in the Sole Mia development. Generally, as can be seen in Map 24, the TOD area consists of small buildings less than 3 stories in height. (Note: The County is in the process of updating its information, and certain buildings, such as Harbour Condominiums and Soleste NoMi Beach within North Miami Beach, are not reflected in the image below.) Outside of the TOD area, the intersection of NE 163rd Street has new construction with up to 22 stories.

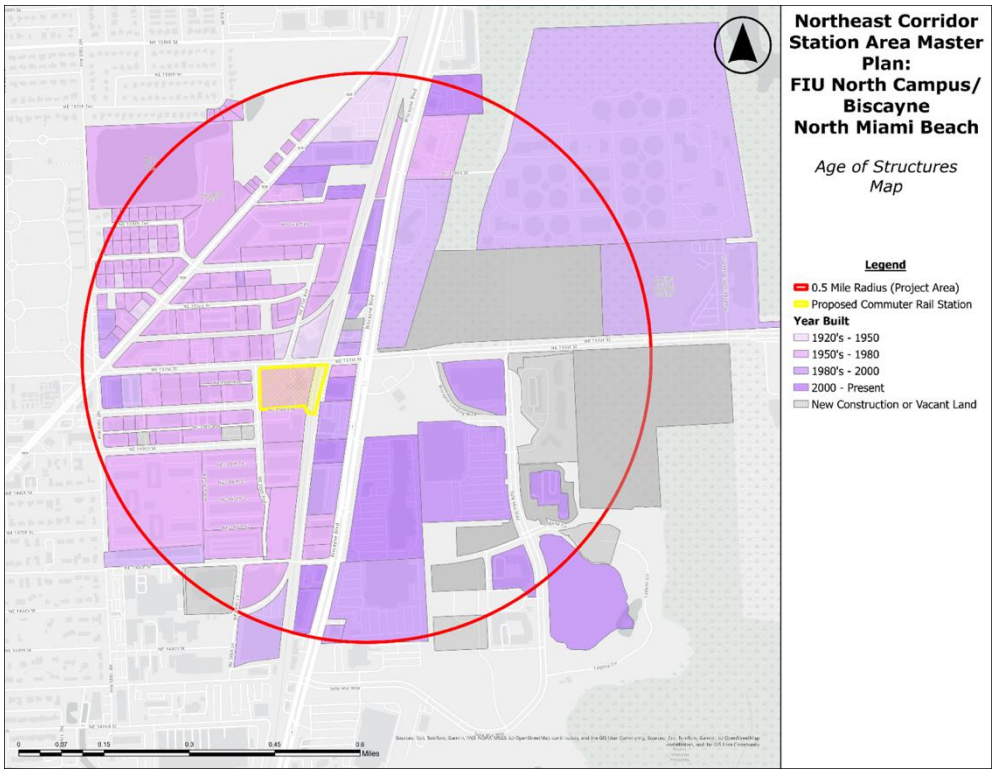
Map 24: Building Massing Map



Age of Structures

The age of the buildings within the project area is clearly defined between the major roadways. East of Biscayne Boulevard is characterized by structures built since 2000, vacant parcels, and newly constructed (within a year) buildings. West of Biscayne Blvd, the structures adjacent to the road were largely built between the 1980s and 2000. The single-family homes beyond that are largely between the 1950s and the 1980s. The oldest structure was built in 1926. The age of structures is depicted in Map 25.

Map 25: Age of Structures Map



Socioeconomics

Demographics

As of 2024, North Miami Beach's population is approximately 43,575, and the population of North Miami is > A review of the census tracts within the TOD area indicates that an estimated 21,529 people live in the area. 3,743, or 17.4% of these residents are children, and 2,591, or 12.03%, are senior citizens (65+). The young professionals (20-34) population, who currently trend as an age group that is amenable to using public transportation over personal vehicles, represent 20.4% of the area population. Educational attainment for the area is lower than the surrounding areas, the County, and the state.

The TOD area is a predominantly minority majority community, and is 48.6% Black/African-American, and 38.4% Hispanic or Latino. Languages for public outreach in the area should include English, Spanish, and Haitian Creole.

The area's population is expected to continue to increase significantly in upcoming years, reflecting recent changes to the land use and projects such as Sole Mia, a mixed-use project with a projected 6,000 housing units. Projects like that have diversified the land use and the people and have highlighted the potential for more mixed-use developments adjacent to the proposed rail station.

Workforce Statistics

Workforce data was aggregated for the census tracts corresponding to the 0.5-mile station area. Within the station area, LEHD data indicates 5,911 jobs are in the area, and an employment base of 11,038 workers (including local and outside workforce). US Census data indicates that the local workforce is generally approximately 30.5% retail, 49.8 % office, 12.1% public sector, education, or civic, and 7.6% industrial. Specifically, the employment base of 11,038 jobs/workers as distributed across different sectors.

Worker Inflow-Outflow

Two-percent of the current local workforce live and work within the study area (113). Each day, 5,558 residents leave the area to go to work, and 5,708 workers enter the area, resulting in over 22,000 employment-based daily trips to and from the station area.

Longitudinal Employment-Household Dynamics Data:

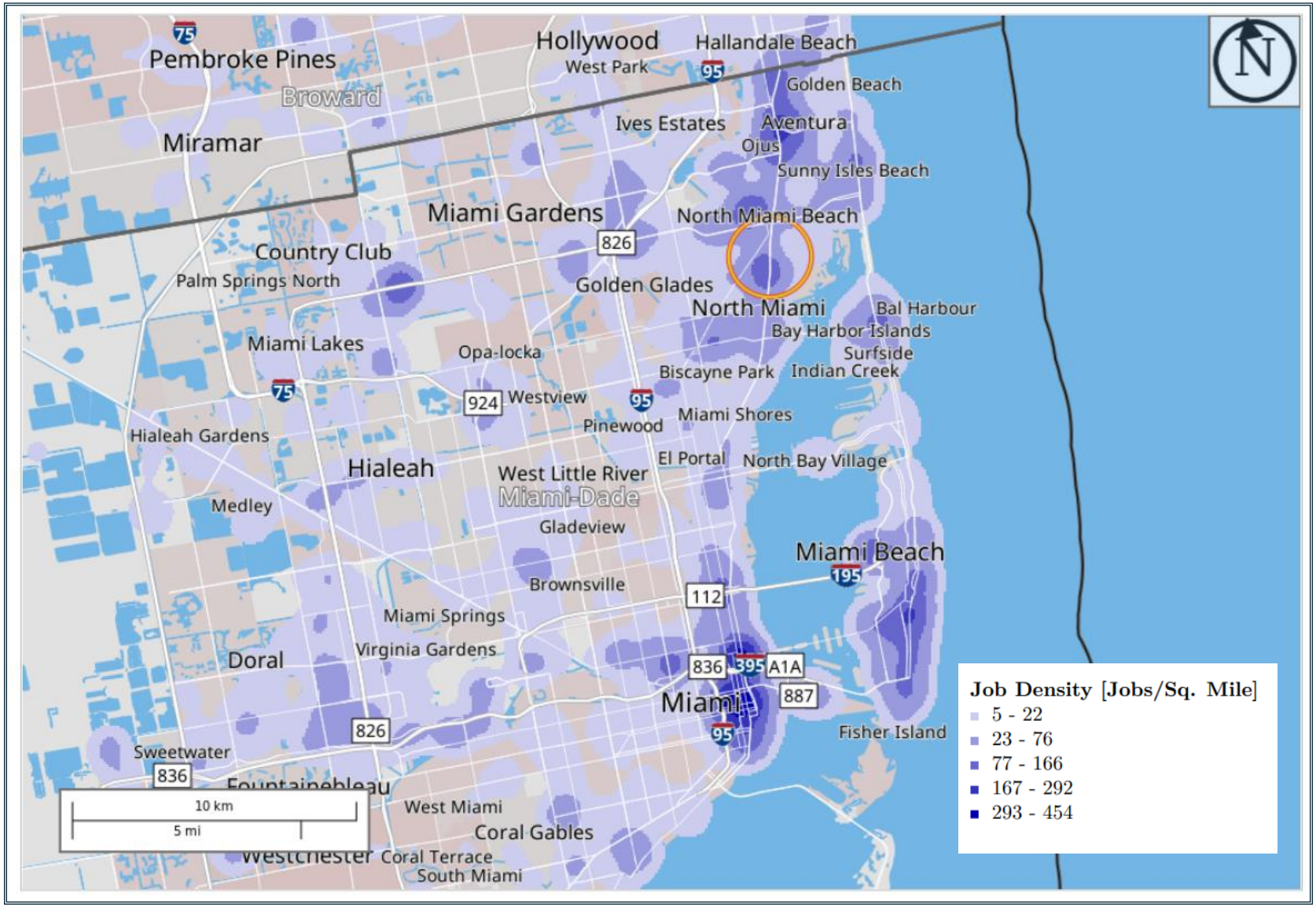
The US Census maintains a Longitudinal Employment-Household Dynamics (LEHD) database, which provides insight into the travel patterns of the local workforce and residential workforce. This data is provided on a census tract basis. The latest available data provided via the US Census OnTheMap tool (2022) was utilized for this review.

The TOD area (0.5-mile area from the proposed station location) encompasses 132 census blocks. LEHD data indicates 5,911 jobs are in the area, with employees in the area mainly living in Miami, Miami Beach, North Miami Beach, North Miami, and Aventura. A large component of these workers live in the vicinity of other stations on the same commuter rail line proposed for the SMART Plan's Northeast Corridor, which includes the FIU North Campus/NE 151st Street Station. More than half of these workers live 10 miles or less from their workplace.

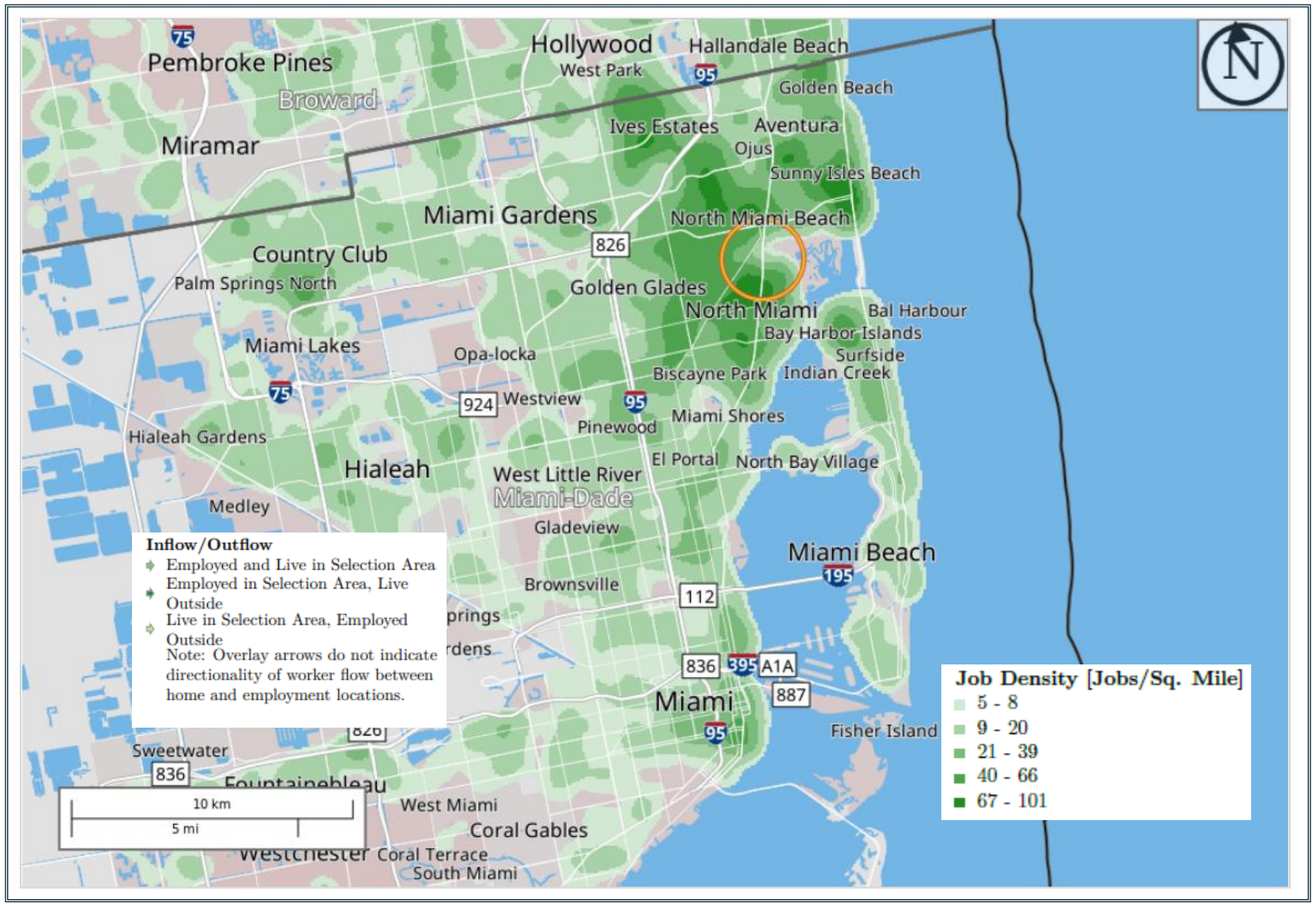
Within the 132 census tracts, there are an estimated 5,671 workers. As depicted in Map 26, they work in downtown Miami, North Miami, Bay Harbor Islands, Sunny Isles Beach, Ives Estates, Hallandale Beach, by Miami Lakes, and within North Miami Beach. The majority of these workers work within 10 miles of their home location within the study area. A TOD can help diminish commutes for many by incorporating an environment that captures commuters from the roads and instead promotes the use of the train station and the transit connections surrounding it.

In contrast, Map 27 depicts where workers live in the region. The shift from the hotspots of Downtown Miami and Miami Beach to northern Miami-Dade County describes the commuting struggles for many. Through proper TOD development, many of the single-occupancy, personal-vehicle drivers who travel from northern Miami-Dade County to the employment hotspots could be diminished by providing the option of a convenient and efficient TOD. Annual transportation expenditures in the area average about 17-18% of household income, or approximately $12,000/year per household.

Map 26: Where Workers are Employed



Map 27: Where Workers Live



Housing

Housing Within the City and TOD Area:

The housing situation in the City of North Miami Beach has been changing rapidly in recent years, and this is expected to continue with the approval of several large housing projects; however, the University of Florida Shimberg Center estimates that upwards of 80% of the local residents are in households that are cost-burdened (paying at least 30% of income on housing), or severely cost burdened (paying at least 50% of household income on housing). US Census data estimates 7,281 housing units within the census tracts that comprise the 0.5-mile TOD area. Housing affordability is a concern for the local population and regionally, with discussions raised during public meetings regarding gentrification and displacement by members of the public.

North Miami has a higher degree of housing within the project area due to the presence of Sole Mia, a large mixed-use development just south of NE 151st Street. Once complete, that project is expected to contain plans for over 4,000-6,000 residences and some space for office and retail. Around 75 acres of the plan have been developed today, including a manmade lagoon. There are expectations set for a school, medical facility, and parks. Within North Miami Beach, New Northtown will provide for an estimated 1,650 units within a 15-minute walk of the proposed station, in a mixed-use development with a school and ground-floor retail along West Dixie Highway.

Housing Affordability:

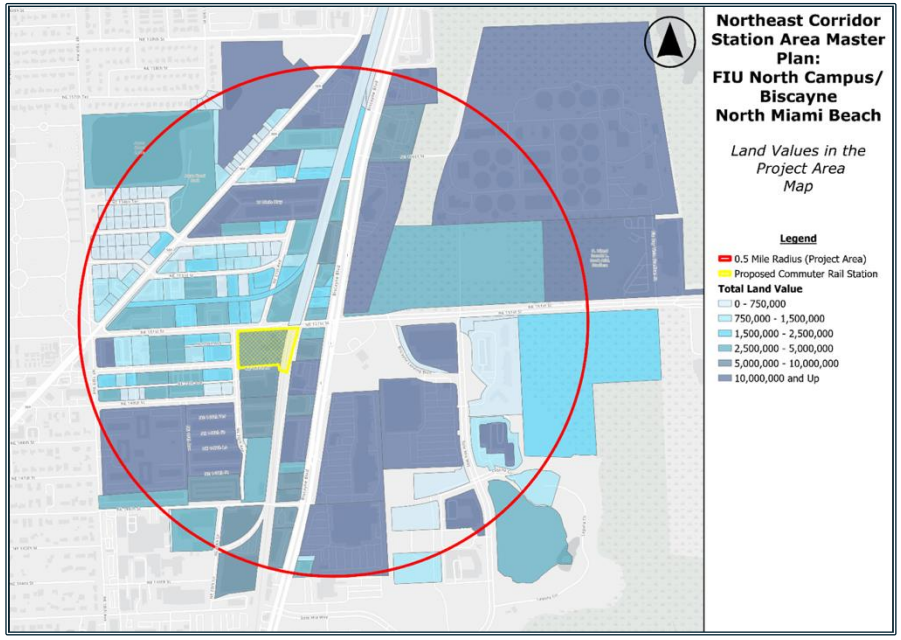
North Miami Beach, like much of Miami-Dade County, is grappling with a growing housing affordability crisis. A significant portion of residents, especially renters, are cost-burdened. According to the University of Florida's Shimberg Center for Housing Studies, approximately 80% of all households in North Miami Beach, including both owners and renters are considered cost-burdened, meaning they spend more than 30% of their income on housing costs. The City conducted a local Housing Affordability study in 2019. It found that, among renters specifically, the burden is pronounced, with 60% of renter households exceeding affordability thresholds. In response, the City of North Miami Beach has launched several initiatives to support low- and moderate-income households, including the Housing Rehabilitation Program, which offers up to $18,000 for critical home repairs, and the Paint, Plant, and Pave Program for exterior improvements. These programs prioritize seniors, disabled residents, and those earning below 80% of the area median income. Despite these efforts, the city remains affected

by broader regional challenges, including rising property values and stagnant wages, which continue to push affordable housing out of reach for many families.

Land Value

The land in this corridor generally commands high values, as seen in Map27, parcels often exceeding $10 million for larger or strategically positioned parcels, reflecting demands for commercial lands along Biscayne Boulevard, where commercial and mixed-use parcels, even modestly sized, can sell in the multi-million-dollar range, with active listings and recent sales showing industrial or commercial lots often valued between roughly $4.5 million and $5.5 million and up, depending on size and redevelopment potential. Within this radius, larger multifamily or redevelopment sites exceed typical land values for single-use smaller plots. Proximity to major traffic corridors and Miami-Dade's broader commercial market supports these high valuations.

By contrast, single-family lots and smaller residential parcels in the same area tend to hold the lowest land values, frequently under $1 million due to their size, zoning limits, and lower redevelopment potential relative to commercial or mixed-use sites. The industrial and commercial parcels near NE 151st Street also show moderate to low comparative values. The fragmentation of the parcels there limits redevelopment for larger cohesive development, keeping individual parcel values below the value of larger consolidated sites. Overall, while the majority of land in this half-mile radius is high-value, the smallest residential and fragmented industrial/commercial lots are at the lower end.



Map 28: Land Values in the TOD Region

Transportation

The local population generally uses vehicular travel as their primary means to go to work. 69.08% of the population commute by car or truck, driving alone, and 13.73% carpool. 5.49% utilize public transit, while 1.05% walk and 0.22% bike. 7.18% work from home. The remaining 3.26 % utilize some form of taxi, rideshare, or motorcycle, among others.

Roadway Characteristics

The roadway system in North Miami Beach is a well-connected network of local, collector, and arterial roads that support both neighborhood access and regional mobility. The city is served by several major corridors, including NE 163rd Street (SR 826), NE 167th Street, and Biscayne Boulevard, which provide east-west and north-south connectivity across the city and to neighboring municipalities. The Public Works Department, through its Neighborhood Maintenance and Beautification Division is responsible for maintaining city-owned roads, sidewalks, alleys, and street signage. The city also coordinates with Miami-Dade County and the Florida Department of Transportation (FDOT) for maintenance and improvements on state and county roads within its boundaries.

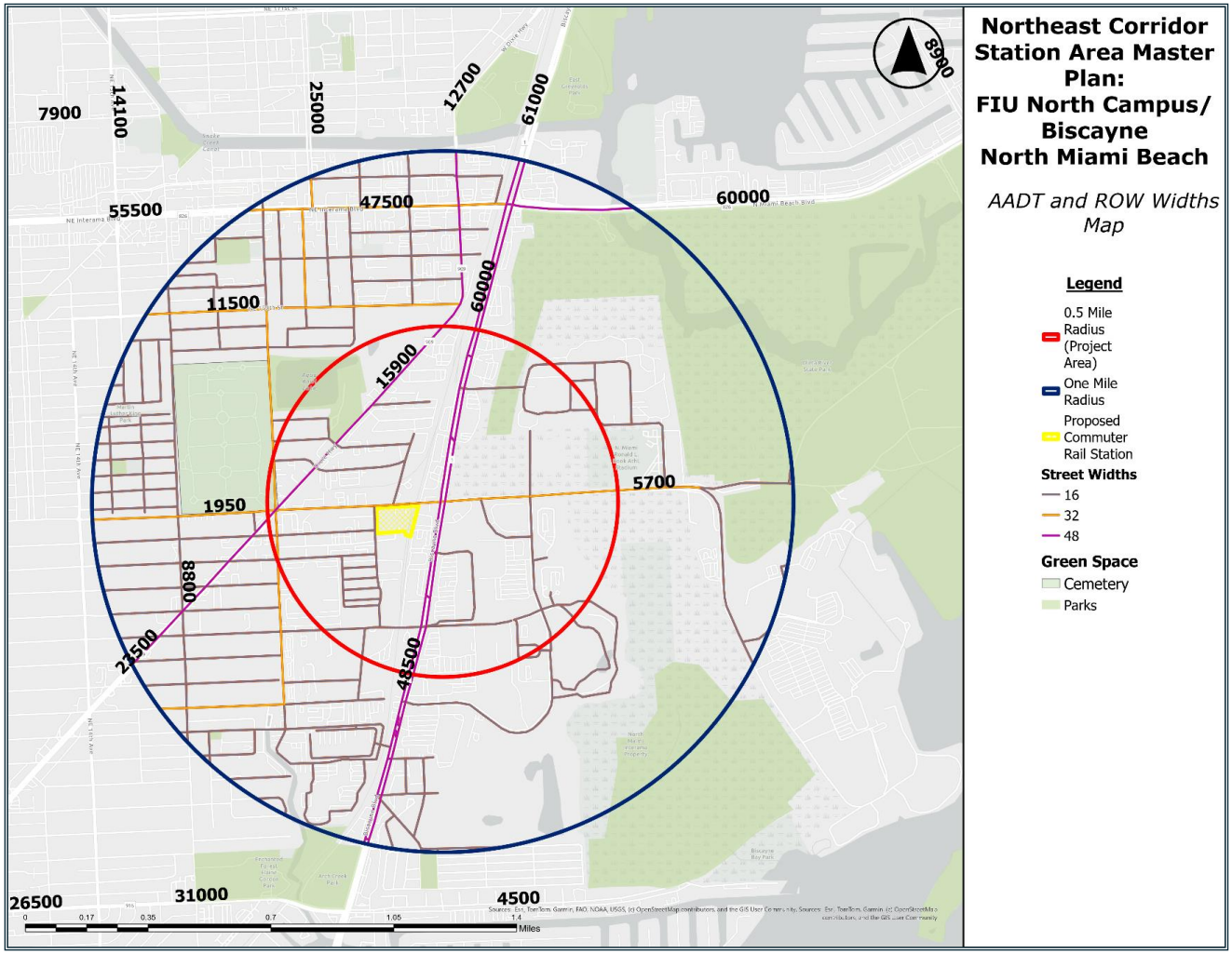
Right-of-Way Widths

Map 14 provides the travel lane widths for the half-sections throughout the project area. And within a one-mile radius. The size of the ROW is important when deciding several factors of future planning efforts, such as:

- Infrastructure planning for roads, sidewalks, utilities, stormwater management, and micromobility options.
- Through zoning and land use when deciding setbacks, density and permitting.
- Providing for public amenities such as street furniture, landscaping/trees, and public art/plazas.
- Implementing safety measures such as lighting, signs/wayfinding, crosswalks/traffic signals, and medians.

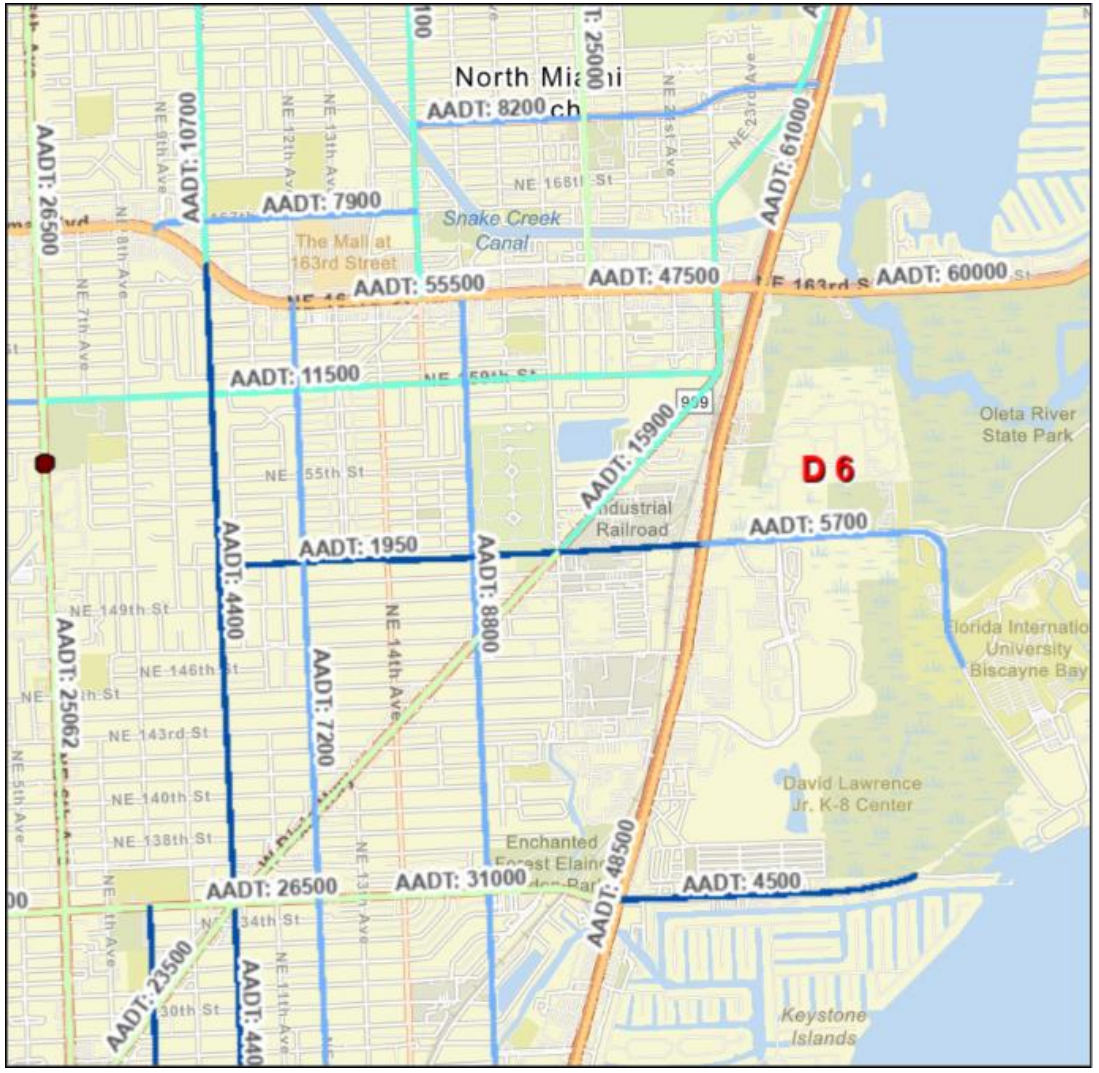
Facilities require space, either above or below ground, and the availability of right-of-way provides for either the ability to provide these amenities, a need to prioritize the needed amenities to fit into the current right-of-way without future expansion, or a need to acquire additional right-of-way depending on preferred design.

Map 29: Average Annual Daily Traffic and ROW Widths



Annual Average Daily Traffic

The Florida Department of Transportation maintains annual counts in the region. Major roadways within the TOD station area where traffic data is available include UN-1/Biscayne Boulevard, West Dixie Highway, NE 159th Street, and NE 151st Street, and are noted in Map 29. The Florida Department of Transportation maintains annual counts the region. Major roadways within the TOD station area where traffic data is available include Biscayne Boulevard / US-1, West Dixie Highway, NE 159th Street, and NE 151st Street. The most heavily trafficked roadways within the project area are Biscayne Boulevard and West Dixie Highway. These routes carry the majority of the north-south-bound traffic, while NE 151st Street provides for east-west transfer.



Map 30: TOD Area AADT

Roadway Safety and Crash Data

The study area was evaluated using Signal4 Data for the 3-year period from June 1, 2022, to June 1, 2025. During this timeframe, 2312 crashes occurred within the study area. The number of crashes year over year is consistent for this year. 349 crashes involved injuries or possible injuries, with 4 fatalities and 17 incapacitating injuries. Approximately ¾ of the crashes occurred during the daytime. The percentages between day to night are depicted in Chart 23. Rear-end crashes accounted for just under a third of the crashes (728), and represented the largest type of collision, followed by Other (437), sideswipes (357), and angle (232).

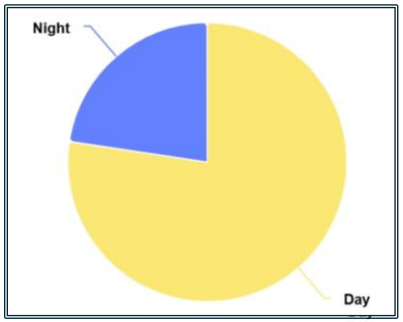


Chart 22: Day vs Night Crashes

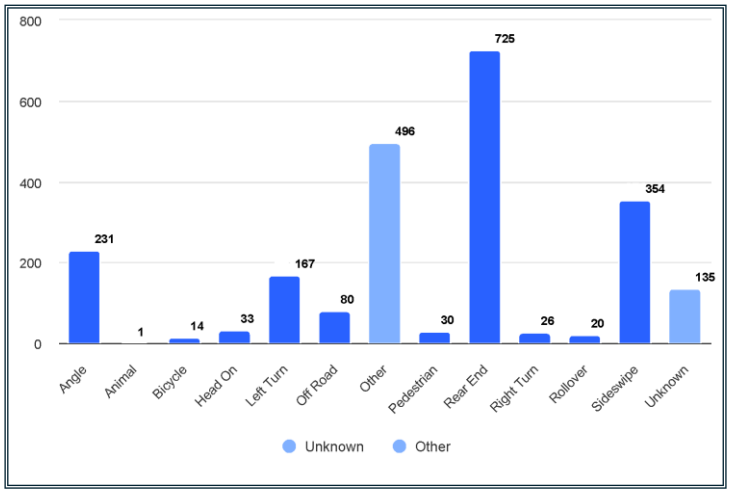
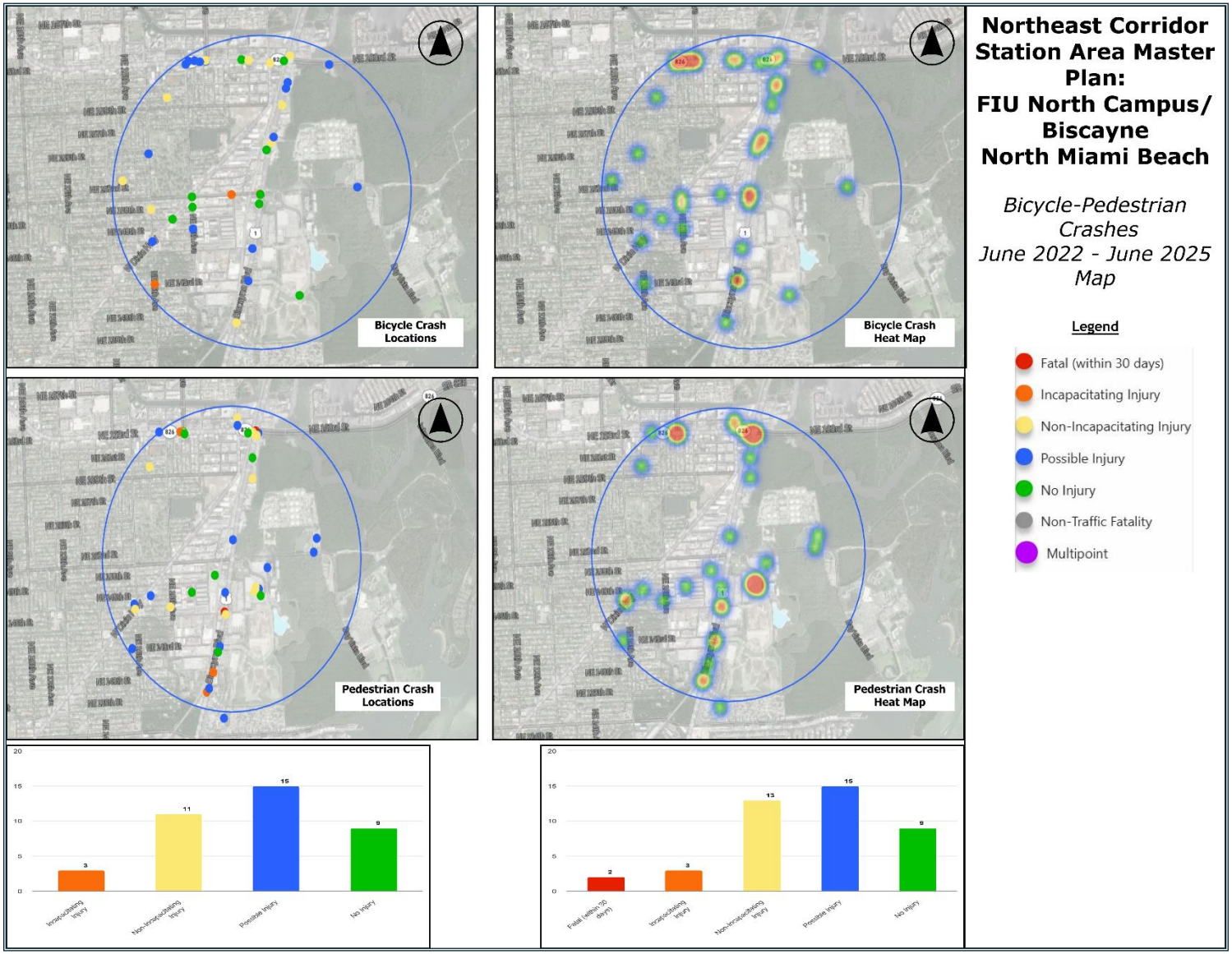


Chart 23: Crashes by Type June 2022 - June 2025

Rear-end crashes were reported predominantly along West Dixie Highway, US-1, and NE 163rd Street within the study area, and concentrated on all signalized intersections. Sideswipes were predominantly reported by the intersections of NE 163rd Street and Biscayne Boulevard; Biscayne Boulevard and NE 151st Street; NE 163rd Street and NE 22nd Avenue/West Dixie Highway; West Dixie Highway between NE 151st Street and NE 146th Street; and along NE 151st Street by the proposed station location. Angle crashes were concentrated at the intersections of NE 16th Street and West Dixie Highway; NE 151st Street and West Dixie Highway; NE 22nd Avenue and NE 163rd Street; and NE 16th Street and NE 19th Avenue.

Thirty of the crashes included pedestrians, of which 2 involved incapacitating injuries. Fourteen of the crashes involved bicyclists, of which 1 involved incapacitating injuries. The bicycle-pedestrian crash data is presented in Map 30. There were no reported pedestrian or bicyclist injuries. The majority of pedestrian-related crashes were located at the intersection of Biscayne Boulevard and NE 163rd Street and the parking lot at the North Miami Costco. Crashes by bicyclists were dispersed throughout the study area, and can be found along Biscayne Boulevard, NE 151st Street, and NE 163rd Street, among other areas.

Map 31: Bicycle-Pedestrian Crashes: June 2022 - June 2025



City Facilities Inventory

Bicycle-Pedestrian Facilities

The sidewalk network has a moderate amount of infrastructure and generally high levels of network connectivity, though there are gaps within the network. State and County roads within the area all have sidewalks, while a number of City roads do not have sidewalks on one or both sides. Some of the residential and, in particular, the warehouse areas of the project area lack sidewalks completely. There is a lack of sidewalks generally within the TOD Core between NE 151st Street, NE 159th Street, and West Dixie Highway. While there have been some sidewalks recently installed, these are connected to new developments.

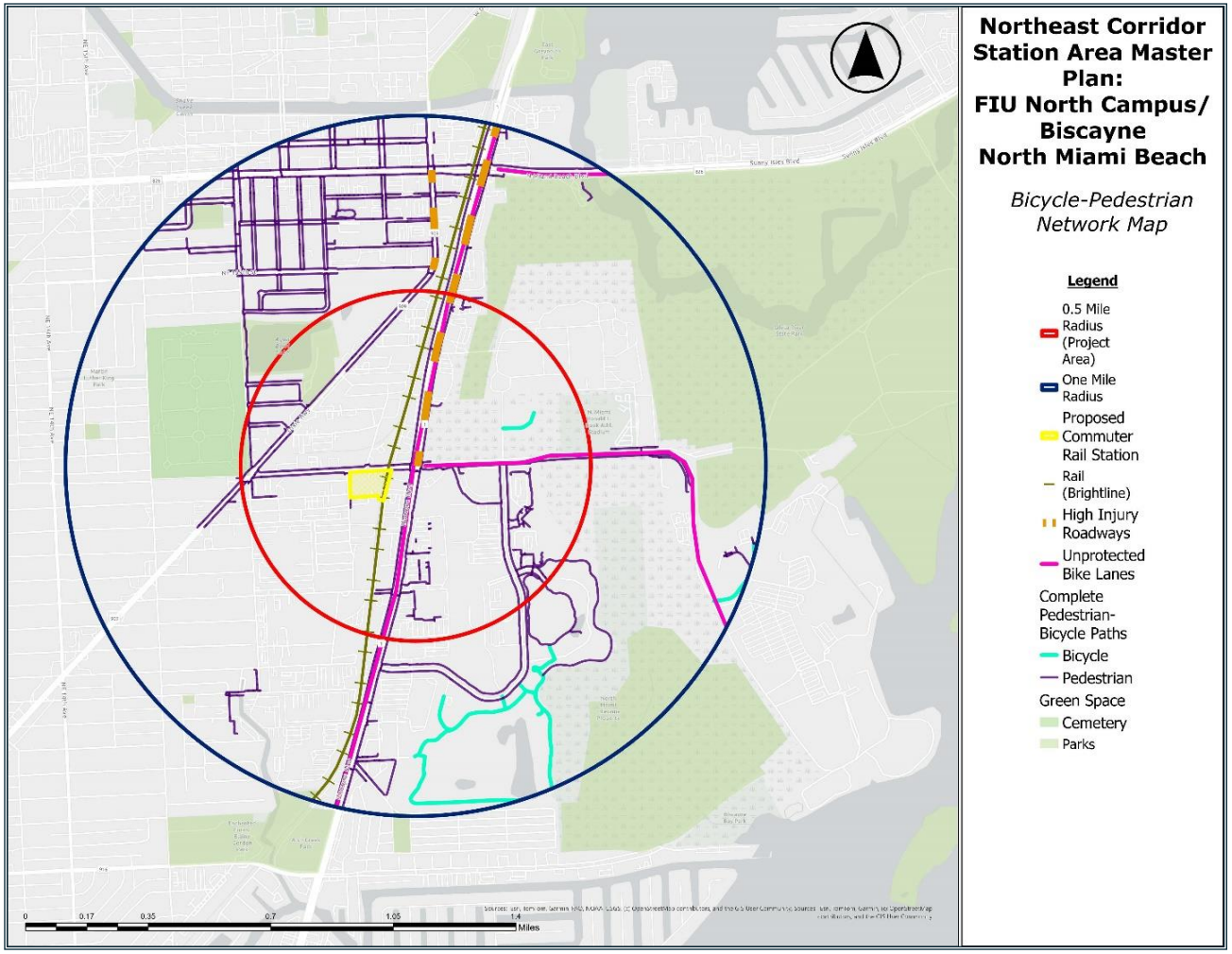
The current TOD area is generally lacking in bicycle facilities. Newer facilities, as seen on the map, do contribute to internal circulation with the Sole Mia development within North Miami, but do not connect to the current proposed station. Bicycle facilities are required within the current North Miami Beach code of ordinances for the Mixed-Use Employment Center District; however, these connections have not been built as they are pending development of adjacent properties.

Some intersections lack a crosswalk, such as at the intersection of NE 151st Street and NE 18th Avenue. There is no crosswalk on the Northeastern portion of the intersection, forcing the user to cross through all other streets to get to that side of the road. Other crosswalks need updated pavement striping, which provides a visibility concern for pedestrians.

Block sizes vary throughout the area, but in some cases result in longer blocks that are not conducive to encouraging pedestrian behavior. Field reviews and anecdotal evidence along NE 151st Street indicated occasional jaywalking. While there are crosswalks at major intersections, there are generally no crosswalks across arterials and collector roadways between these major sections, and there is a general lack of midblock crossings.

Map 31 shows the pedestrian and bicycle facilities within the study area. The yellow rings represent the quarter- and half-mile radius from the intersection of Biscayne Boulevard and 151st Street. The light green lines represent crosswalks that are painted and guide pedestrians, and the dark green lines represent crosswalks without paint. The purple lines represent the bike lanes.

Map 32: Existing Bicycle-Pedestrian Network



Vehicular First-Last Mile Modes: Micro-Transit and Rideshare

FLM mobility options include a wide range of modal groups and public and private delivery models. As much as FLM innovations leverage innovative vehicles, mobile communication technologies and sharing business models, the basics are also important: sidewalks with safe crossings, and safe, convenient bicycle infrastructure. The vehicular modes that serve the TOD area are summarized here, including microtransit and ridesharing.

Micro-Transit:

Micro-transit is a public transit mode with the defining characteristic is that they use small vehicles, ranging from Low Speed Electric Vehicles (LSEV) to passenger vans, range from demand responsive to fixed route service but is not a private ride-sharing mode, are often privately, and typically has a small service area. Small vehicle size means that the service capacity is low and quality of service is typically high. Services are very responsive to demand with ability to easily change route characteristics. Some micro transit is in operation that is driverless, operating I mixed traffic.

Their role in the first-last mile transit hierarchy is:

- operate in specific zones or corridors
- often use mobile apps for booking and real-time tracking
- can be fixed-route, semi-flexible, or fully on-demand
- fill gaps in traditional transit network for very local services with high frequency stops

There are currently no microtransit operations in the TOD Study Area.



Figure 46: Automated Micro-Transit Vehicle

Rideshare Services:

Rideshare services are private, app-based platforms that connect passengers with drivers using their personal vehicles. The City currently utilizes the Freebee service, which is an on-demand service across the City provided as a free service for residents that operates Monday through Friday from 8 a.m. to 6:00 p.m., and 1 p.m. to 7 p.m. on Saturdays. There is no service on Sundays.

Key features of many rideshare operators are that they operate on demand with dynamic pricing, such as services like Uber, Lyft, and Bolt. These services offer various ride options (e.g., solo, shared, and they tend to focus on convenience and flexibility, often competing with taxis and transit. Rideshare is widely used for first/last-mile connections for commuting, and nightlife transportation.



Figure 47: Rideshare Service Vehicle

Transit Facilities

Several modes of transportation are available to the area's residents. A dedicated trolley service in North Miami Beach and in North Miami supplements the main Miami-Dade County bus system. In addition, there are other on-demand services such as Freebee and MetroConnect. Bicycle and pedestrian infrastructure are minimally present, requiring new facilities to expand its potential use as a first-last mile connector to transit facilities.



Figure 48: MDC Bus Stop Along Biscayne Boulevard

North Miami Beach Trolley Routes

The City of North Miami Beach runs five NMB Trolley routes that are interconnected and provide a one-transfer service through all areas of the City, as well as FIU. The “Old Town” style trolley vehicles are equipped with many surveillance cameras that ensure rider safety. Riders can receive real-time updates through the “NMB transit app.” The app also helps users find the nearest bus stops to any of the City's bus routes. The trolley generally runs Monday through Saturday from 7:30 am to 7:30 pm. Within the TOD area, the current Route C services the area. Residents and businesses within the TOD have transit access to the rest of the city via a 1-transfer ride.



Figure 49: NMB Trolley Service



Map 33: NMB Trolley Routes

Route A has a total of 19 stops, and operates from Monday to Saturday every 90 minutes. The route begins and finishes at the Intracoastal Mall. It includes stops at NE 35th Ave/NE 166th Street; NE 35th Avenue/NE 169th Street; NE 32nd Street/NE 170th Street; NE 35th Avenue/NE 171st Street; Intracoastal Mall; Stafford House; Inland Towers; North Miami Beach Library; Walmart (163rd Street Mall); NE 171st Street/NE 16th Avenue; NE 19th Avenue/NE 167th Street; and the Post Office.

Route B has a total of 19 stops. The frequency of service (headway) is generally every 45 minutes. This route starts and ends at Walmart, and includes stops at NE 170th Street/NE 15th Avenue; NE 175th Street/NE 15th Avenue; Greynolds P. Elementary; NE 181st Street/NE 12th Avenue; the Shops at Skylake; NE 183rd Street/NE 19th Avenue; Victory Pool/City Hall; NE 171st Street/NE 23rd Avenue; West Dixie Highway/NE 22nd Ave; NE 167th Street/NE 22nd Avenue; NE 164th Street/19th Avenue; NE 167th Street/NE 19th Avenue; NMB Library; NE 164th Street/NE 15th Avenue; 163rd Mall; NMB High School; and JFK Middle School.

Route C has a total of 18 stops and begins and ends at Walmart with service every 60 to 65 minutes. It includes stops at the North Miami Beach Library, Fulford Elementary, NE 18th Avenue/NE 157th Terrace, NE 16th Avenue/ NE 153rd Terrace, NE 151st Street/W. Dixie Highway; NE 15st Street & US 1; David Lawrence Jr. Elementary School; FIU North Campus; Alonso and Tracy Morning High School; US-1 & 151st Street; US-1 & NE 146th Street; Highland Park; US-1 & NE 141st Street; US-1 & NE 146th Street;

NE 151st Street/W. Dixie Hwy; NE 15th Terrace & NE 14th Court; NE 154th Street & NE 13th Avenue; NE 12th Avenue & NE 158th Street; and North Miami Beach High School, and JFK Middle School.

Route D has 17 stops, starting and ending at Walmart, with service every 75 minutes. The routes include stops at Allen Park; Hazel Fazzino Park; Sauls Park; Oak Grove Park; Jefferson Plaza; NE 167th Street/7th Avenue; Uleta Park Community Center; NE 2nd Avenue/NE 172nd Street; Jackson North Medical Center; US 441/NW 177th Street; US-441/NW 183rd Street; NE 6th Avenue/NE 179th Drive; NE 6th Avenue & NE 175th Street; Sabal Palm Elementary School; NE 10th Avenue/NE 169th Street; and NMB High School and JFK Middle School.

Route E is a circulator/ connector trolley designed to connect between Golden Glades and the Aventura Mall via the City of North Miami Beach, for easy access to the Aventura Mall. The Route includes 13 stops at Golden Glades, Jackson North, Jefferson Plaza, Walmart, NMB City Hall, and the Ancient Spanish Monastery.

Miami-Dade Transit

Miami-Dade Transit runs three routes that connect to the TOD area. All three routes as currently configured under the Better Bus Network approach are routed to across the intersection of NE 151st Street and US-1, allowing for current and future stops that can serve the TOD area and provide transfers between the bus and the future train service.

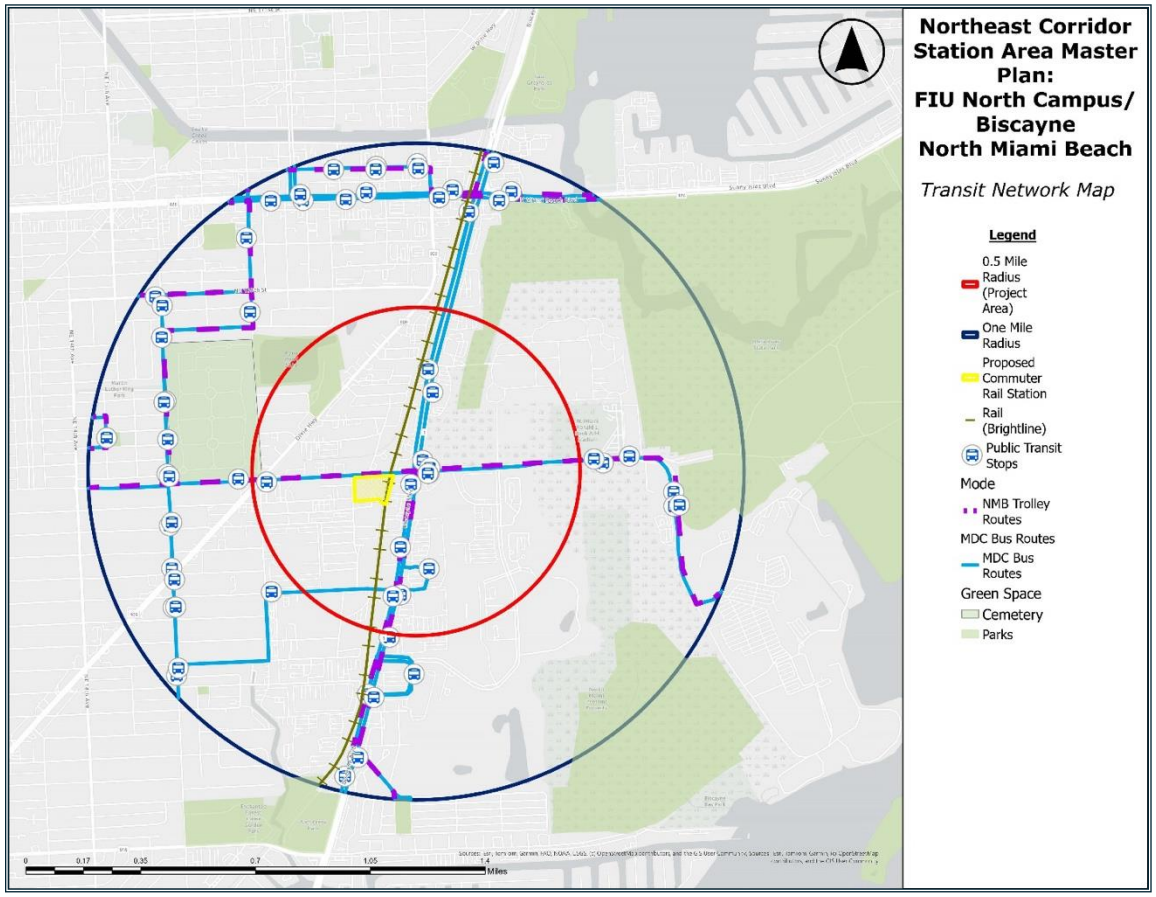
Route 3: This is a local service route operating seven days a week, with generally 30-minute headways and 15-minute peak hour headways. It travels from the Aventura Bus Terminal to Downtown Miami along Biscayne Boulevard, allowing access from US-1/Biscayne Boulevard for the TOD area.

Route 75A: This is a local service route operating seven days a week with generally 30-minute headways. The route generally travels from Miami Lakes Education Center on NW 163rd Street and 57th Avenue to Sunny Isles Government Center; however, it travels from the Golden Glades Terminal to the FIU Biscayne Bay campus via a southbound turn at NE 163rd Street and Biscayne Boulevard, before turning east at the intersection of Biscayne Boulevard and NE 151st Street.

Route 135: This is a local service route operating seven days a week, with generally 30-minute headways and peak 20-minute peak headways. This route travels from Opa-Locka to FIU Biscayne Bay Campus along NW/NE 135 St before turning north and traveling through this TOD area along NE 151st Street.

The regional transit network for the project within a one-mile radius, is depicted in Map 33 below.

Map 34: Miami-Dade Transit Regional Bus Routes in TOD Region



Brightline and Tri-Rail

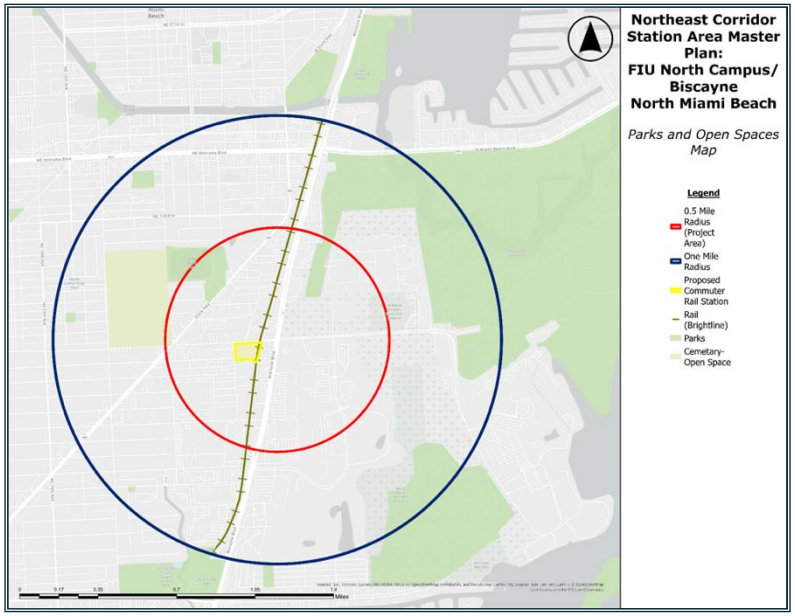
Current service to North Miami Beach to Tri-Rail can be found at Golden Glades and Aventura. Relative to the current TOD area, this requires transit riders to take either Route 3 to Aventura for Brightline, or a combination of the NMB Trolley, NOMI Express, and Miami-Dade Transit to reach current Tri-Rail or Brightline Service. Brightline service connects to Downtown Miami, Aventura, Fort Lauderdale, West Palm Beach, and Orlando. Tri-Rail Service provides access to Miami, Miami International Airport, Fort Lauderdale International Airport, West Palm Beach, and Palm Beach International Airport, among other regional locations.



Figure 50: Brightline Station Aventura

Parks Inventory

North Miami Beach residents enjoy close proximity to green spaces throughout the City, ranging from smaller parks such as Washington Park to larger county facilities like Greynolds Park. The City has an aquatics center by City Hall, along with several community centers, and has easy access to the adjacent protected mangroves and facilities surrounding and within Oleta River State Park. The City of North Miami Beach maintains a 3-acre per 1000 population level of service, which must be considered with any development within the study area.



Map 35: Parks and Open Spaces within TOD Region

There are few existing public open spaces within the study area. Aqua Bowl/Taylor Park is within a 15 minute walk from the proposed station for this TOD study area, but is currently closed to the public following recent brownfield remediation efforts and provides a lake and open space. This Park provides the primary available green space dedicated as current and future parkland within the TOD. Other vacant spaces are noted within this TOD area, but have existing site plans approved for future development, and therefore does not provide potential for future park development.

At the southern edge of the TOD area is the Enchanted Forest Elaine Gordon Park on 135th Street. The park offers trails, structures, amenities, and shade for the surrounding residents. This park is a County Park. Similarly, close to the edge of our study area but just outside is the Highland Village Community Center, serving the neighborhood of Highland Village within North Miami Beach. Within a 10-minute walk of the TOD is the Caballero Rivero Southern Cemetery. Although it does not serve the purpose of a park, the cemetery offers the largest expanse of open green space within the vicinity of the project area. Open to the public daily, the cemetery serves as a buffer between the single-family neighborhoods and the busy light industrial and commercial activities currently in the project area.

Civic and Maintenance Facilities

Alongside Biscayne Boulevard and under half a mile from the project area, there are several County government and civic buildings. The facilities are on adjacent blocks to each other, creating a mini government park known as the North Dade Justice Center, which is within walking distance of the project area. These buildings include a Miami-Dade Fire Rescue Station, Miami-Dade Police Department, and the Florida Department of Highway Safety and Motor Vehicles.



Figure 51: North Dade Justice Center

North Miami Beach has a wide network of institutions. East along NE 151st Street, there is Alonzo and Tracy Mouring SHS Biscayne Bay, David Lawrence Jr. K-8 Center, and FIU Biscayne Bay Campus. This area of concentrated schools supports a wide range of levels of education. To the northwest of the TOD Core on 160th Street and adjacent to Allen Park, is Fulford Elementary School.

The City of North Miami Beach owns a Maintenance Facility on the northeast corner of NE 151st Street and NE 20th Avenue on a 100,000 sq. ft property. This facility serves as the Public Works Department's fleet yard that houses all City vehicles currently not in use, in transition, and/or general storage.

Major Utility Facilities

NMB Water maintains an water plant facility at NE 159th Street within the study area. There are several water mains that service the project area; however, some have small diameters to support large-scale mixed-use development within the proposed TOD core section that is proposed in the next section of this plan.

Miami-Dade Water and Sewer's North District Wastewater Treatment Plant, can be reached through NE 156th Street. This major facility addresses requirements for reducing the usage of ocean outfalls and providing outflow disposal to reduce nutrient discharge. This facility is connected by major water and sewer mains that run across the TOD district underground. While these facilities ensure capacity for future development in the area, they also pose considerations for future site planning for residential development, as residential units should not be located directly above major main lines.

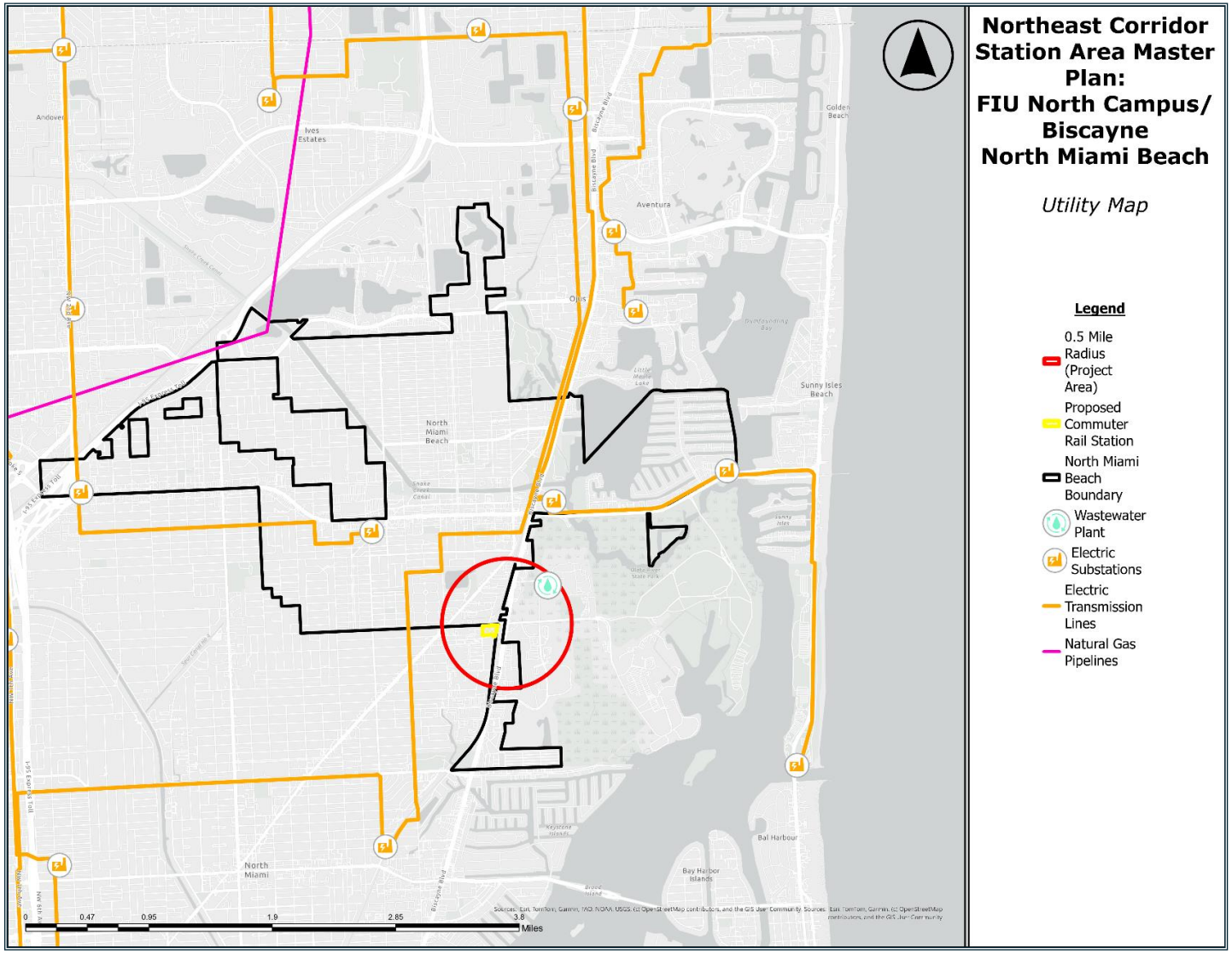


Figure 52: North District Wastewater Treatment Plant

The United States' electric power transmission system is a vast network for transporting high-voltage electricity from power plants to local distributing networks that power businesses and homes. The specific line that runs through North Miami Beach is 138 Kilovolts.

Natural gas lines play a crucial role in the energy infrastructure of the United States. This system transports gas from production sites to homes, businesses, and power plants. The darkened red lines on the map represent interstate pipelines. The utilities are depicted in Map 35.

Map 36: Utilities within the TOD Region



Capital Improvements Program (CIP)

The Capital Improvement Program (CIP) in North Miami Beach is a strategic initiative managed by the Public Works Department to guide and monitor the city's major infrastructure investments. Its purpose is to ensure that North Miami Beach remains a safe, beautiful, and livable community for residents, visitors, and businesses. The City Capital Improvements Plan includes:

- Construction of New Facilities
- Remodeling or Expansion of Public Buildings
- Street Construction or Reconstruction
- Infrastructure Inspections
- Acquisition of Operating Equipment
- Design and engineering of public works projects

The CIP serves as both a road map and a management tool, helping the city prioritize and track capital projects that enhance public services, transportation, utilities, and community spaces. Current CIP projects within the 0.5-mile TOD area include:

1. NE 153rd Street Roadway Improvements (from West Dixie Highway to 21st Avenue) - 100% complete
2. Citywide roadway striping and resurfacing - 75% complete
3. Wayfinding signs (throughout CRA Area) - Currently under planning
4. Snake Creek Canal improvements – Currently under planning.

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-51 Approving a Purchase Order for Laboratory Analytical Instruments Through Piggyback Contracts with Hach Company (Sponsored by City Manager)

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 PURCHASE ORDERS FOR LABORATORY ANALYTICAL INSTRUMENTS THROUGH PIGGYBACK CONTRACTS WITH HACH COMPANY; IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the City of North Miami Beach Water Department relies on accurate and reliable laboratory analytical instruments to monitor water quality, ensure regulatory compliance, and support daily operational decision-making; and

WHEREAS, Hach Company is a recognized provider of specialized laboratory analytical instruments and related services, offering equipment that meets the City's operational needs and industry standards for accuracy, reliability, and performance; and

WHEREAS, The piggyback contracts with Hach Company anticipated to meet the City's needs are outlined as follows:

Lead Agency	Contract Number	Contract Term	Renewal Option
Broward County	OPN2128176Q1	Through 03/25/2027	Renewals through 03/25/2030
General Services Administration	47QSMS26D0027	Through 02/01/2031	Renewals through 01/31/2046

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 Purchase Orders through the Piggyback Contracts in an annual amount not to exceed $200,000.00 to purchase Laboratory Analytical Instruments for the NNMB Water Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to issue Purchase Orders through the Piggyback Contracts in an annual amount not to exceed $200,000.00 for laboratory Analytical Instruments with Hach Company.

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 Contracts with Hach Company in substantially the form attached as Exhibit "A", for an annual amount not to exceed $200,000.00 to purchase Laboratory Analytical Instruments for the NMB Water Department, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of April 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

Feb 26, 2026

CITY COMMISSION STAFF REPORT
NMB Water Norwood Water Treatment Plant

SUBJECT:
Motion to approve and authorize a piggyback procurement with Hach Company, Inc for analytical instruments, parts, equipment and chemical supplies., not to exceed $200,000.00 for the NMB Water Norwood Water Treatment Plant and the Water Treatment Plant Quality Control Laboratory.

BACKGROUND:

To maintain compliance with state and federal drinking water standards, the Norwood Water Treatment Plant must monitor water quality parameters. Monitoring specific parameters in the distribution system ensures delivery of safe drinking water to the community. This procurement includes essential analytical instruments, chemical, chemical reagents, calibration standards for instruments and spare parts and sensors.

- **Analytical Instruments:** Replacement of [e.g., benchtop turbidimeter and online chlorine analyzer] is required to ensure precise and reliable analysis of substances.
- **Parts & Consumables:** Necessary to repair existing online analyzers (e.g., sample loop assemblies, injector valve cartridges).
- **Chemical Supplies:** Bulk purchase of reagents, pH buffers, and EDTA for laboratory titration tests.

Without these supplies, the water plant cannot accurately verify chemical dosing, resulting in potential non-compliance or wasted chemicals.

ANALYSIS:

- **Vendor:** Hach Company
- **Contract Source:** Piggyback on Broward County Contract # OPN2218176Q1 & GSA #GS-07F-9314S
- **Purpose:** Procurement of Analytical instruments, parts, and chemical supplies
- **System Function:** Enhance Accuracy and Data Reliability, Regulatory Compliance and Safety, Operational Efficiency and Cost Savings, Technical Advantages, and Improved Performance.

Strategic Value: Supports the City's strategic objective of maintaining a high-performing utility delivering safe, reliable, and compliant potable water.

FISCAL IMPACT:

Total Not to Exceed: $200,000.00

- **FY26 – 410904-533520, 410901-533520**

General Ledger Acct. Number	Budgeted Amount	New Request Amount
410901-533520	$37,000	$50,000
410901-533420	$5,000	$500
410904-533520	$502,500	$100,000
410904-533420	$58,000	$500

RECOMMENDATION:

Staff recommends that the City Commission authorize the expenditure of $200,000.00 for the purchase of critical analytical instruments, parts, and water quality chemical supplies for the Norwood Water Treatment Plant.

ATTACHMENTS:

Piggyback/Cooperative Purchase Request Forms

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: NMB Water
Primary Contact Name: Hamid Nikvan
Primary Contact E-mail: hamid.nikvan@citynmb.com
Secondary Contact Name: Christopher Walker
Secondary Contact E-mail: christopher.walker@citynmb.com
Department Phone: 305.650.0000
Department Fax: _____

Company Name: Hach Company
Contact Name: Glen Machado
Company Address: 5600 Lindberg Drive
Loveland, CO 80539
Company Phone: 800.227.4224
Company E-mail: gmachado@hach.com
Vendor Registration #: 242462

Piggyback Contract Details

Cooperative ☑ / Public Entity ☐

1. **Contract Title:** Laboratory Analytical Instruments

   a. **Awarding Agency** Broward County **b. Contract / Solicitation #** OPN2128176Q1

   c. **Solicitation included? Yes** ❑ **Awarded Letter included? Yes** ❑ **Proposal/Quote from Company included? Yes** ❑

2. **Description of the Scope of Service of This Contract:** Lab Analytical Instruments, Consumable Parts, Chemicals, and Test Kits

3. **Total Value of Contract: $** 150,000.00

4. **Account Number(s): FY** 26 410904-533520 **FY** 26 410901-533520

Contract Verification Information

5. **Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes** ❑ **No** ❑

6. **Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes** ❑ **No** ❑

7. **Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes** ☐ **No** ❑ **If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).**

Required Documents Checklist

Contract Explanation Memo ❑ **Solicitation** ❑ **Award Letter/Executed Contract** ❑

Proposal/Quote ❑ **Renewal Letter** ❑ **Risk Manager Approved Insurance Certificate** ❑

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

8. **Provide details (expiration dates, special requirements, etc).** _____

9. **Will this require matching funds? Yes** ❑ **No** ❑

10. **Grant source?** _____ **Grant (dollar) amount?** _____

11. **Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.**

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

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	for HN Pedro Melo	4/6/2026
Finance Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

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

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan for HN — Director

Director of NMB Water — Title/Department

Signature

03/04/2026 — Date

RE: Lab Analytical Instruments, Consumable Parts, Chemicals, and Test Kits

Fiscal Amount not to Exceed: $150,000.00 **Vendor #** 242462

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

The purpose of this contract is to establish an agreement with Hach Company for the purchase analytical instruments, parts and chemical supplies. This purchase ties in with the goal of maintaining a high performing city organization that is focused on excellent customer service goal.

Background:

This procurement request is necessary to provide quality instruments, parts and chemicals used for analysis of drinking water at the Norwood Water Treatment Plant. Monitoring specific parameters in the distribution system is a regulatory requirement to ensure delivery of safe drinking water to the community.

Recommendation:

It is recommended that the contract be approved and established for normal operations to continue at the Norwood Water Treatment Plant and remain in compliance with regulatory drinking water standards.

Fiscal Impact / Account Number(s):

FY2026 / 410904-533520 $99,500.00, 410904-0533420- $500.00 / 410901-533520-$50,000.00

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.

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: NMB Water
Primary Contact Name: Hamid Nikvan
Primary Contact E-mail: hamid.nikvan@citynmb.com
Secondary Contact Name: Christopher Walker
Secondary Contact E-mail: christopher.walker@citynmb.com
Department Phone: 305.650.0000
Department Fax: _____

Company Name: Hach Company
Contact Name: Glen Machado
Company Address: 5600 Lindberg Drive
Loveland, CO 80539
Company Phone: 800.227.4224
Company E-mail: gmachado@hach.com
Vendor Registration #: 242462

Piggyback Contract Details

Cooperative ☑ / Public Entity ☐

1. **Contract Title:** Environmental Measuring Instruments

   a. **Awarding Agency** GSA MAS CONTRACT **b. Contract / Solicitation #** GS-07F-9314S

   c. **Solicitation included? Yes** ❑ **Awarded Letter included? Yes** ❑ **Proposal/Quote from Company included? Yes** ❑

2. **Description of the Scope of Service of This Contract:** Laboratory Analytical Instruments and Supplies

3. **Total Value of Contract: $** 50,000.00

4. **Account Number(s): FY** 26 410904-533520 **FY** 26 410901-533520

Contract Verification Information

5. **Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes** ❑ **No** ❑

6. **Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes** ❑ **No** ❑

7. **Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes** ☐ **No** ❑ **If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).**

Required Documents Checklist

Contract Explanation Memo ❑ **Solicitation** ❑ **Award Letter/Executed Contract** ❑

Proposal/Quote ❑ **Renewal Letter** ❑ **Risk Manager Approved Insurance Certificate** ❑

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

8. **Provide details (expiration dates, special requirements, etc).** _____

9. **Will this require matching funds? Yes** ❑ **No** ❑

10. **Grant source?** _____ **Grant (dollar) amount?** _____

11. **Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.**

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

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	for HN Pedro Melo	4/6/2026
Finance Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

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

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan for HN PM — Director of NMB Water
Director — Title/Department

Signature

03/04/2026
Date

RE: Laboratory Test Supplies

Fiscal Amount not to Exceed: $50,000.00 **Vendor #** 242462

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

The purpose of this contract is to establish an agreement with Hach Company for the purchase analytical instruments, parts and chemical supplies. This purchase ties in with the goal of maintaining a high performing city organization that is focused on excellent customer service goal.

Background:

This procurement request is necessary to provide quality instruments, parts and chemicals used for analysis of drinking water at the Norwood Water Treatment Plant. Monitoring specific parameters in the distribution system is a regulatory requirement to ensure delivery of safe drinking water to the community.

Recommendation:

It is recommended that the contract be approved and established for normal operations to continue at the Norwood Water Treatment Plant and remain in compliance with regulatory drinking water standards.

Fiscal Impact / Account Number(s):

FY2026 / 410904-533520 - 410904-0533420 / 410901-533520 - 410901-533420

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.

From: purchasingrenewals@broward.org
To: gmachado@hach.com
Cc: O"Connell, Ellie; Hidalgo, Jose; Brissett, Shamar
Subject: NEW Contract Established: OPN2128176Q1_1 - Hach Process & Laboratory Anal
Date: Monday, March 17, 2025 9:40:11 PM

Congratulations!

This email is to inform you that Contract No. OPN2128176Q1_1, with HACH COMPANY, for Hach Process & Laboratory Anal was approved on 2025-03-17 for the initial term of 2025-03-26 - 2026-03-25 in the amount of $300,000. with 4 renewal option(s).

Term	Start date	End date	Amount
Original	2025-03-26	2026-03-25	$300,000
Renewal 1	2026-03-26	2027-03-25	$600,000
Renewal 2	2027-03-26	2028-03-25	$900,000
Renewal 3	2028-03-26	2029-03-25	$1,200,000
Renewal 4	2029-03-26	2030-03-25	$1,500,000

The Broward contract system will be set up to renew the contract, if so elected by the Contract Administrator and in accordance with the terms of the contract. Vendor, if you prefer NOT to renew the contract, please notify your Contract Administrator in accordance with the notice requirements in the contract (if no time period is stated, then at least 120 days prior to the end of the applicable term).

Below is their contact information:

Contract Administrator: **Eleanor Oconnell**
Email Address: EOCONNELL@broward.org
Phone Number: **954/831-0935**

Please confirm that all information listed above is correct. If there are any changes, notify your Contract Administrator.

Lead Agency Contact (Contact Unit Mgr if Incorrect)
kefrece@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
OPN2128176Q1_1	Hach Process & Laboratory Anal	3/26/2025	3/25/2027	$600,000.00	$271,615.06

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
VC00015396	HACH COMPANY	ORDERS@hach.com	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
OPN2128176Q1_1_001	1751500	Analytical Instruments - 5% Percent Discount off List Pricing	89,839.7500	LPS	$0.0000	$1.0000	$89,839.7500	$88,488.8500
OPN2128176Q1_1_002	1751500	Consumable Parts - 5% Percent Discount off List Pricing	49,356.8900	LPS	$0.0000	$1.0000	$49,356.8900	$28,945.8500
OPN2128176Q1_1_003	1751500	Pre-Prepared Chemicals - 5% Percent Discount off List Pricing	91,177.4500	LPS	$0.0000	$1.0000	$95,449.9000	$83,111.6700
OPN2128176Q1_1_004	1751500	Field Test Kits - 5% Percent Discount off List Pricing	38,360.3600	LPS	$0.0000	$1.0000	$38,360.3600	$38,072.1800
OPN2128176Q1_1_005	1751500	Pass-Thru Friegh/Shipping	2,880.6100	LPS	$16,000.0000	$1.0000	$2,880.6100	$2,515.4600
		P-CARD TRANSACTIONS	0.0000	0	$0.0000	$0.0000	$1,711.1300	$0.0000
		Vendor Total			$16,000.0000		$277,598.6400	$241,134.0100

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
PE - Facilities Maintenance	2	$208.1400	$12.9000
WATER & WASTEWATER OPERATIONS	37	$206,264.3900	$203,668.1200
WWS FISCAL OPERATIONS DIVISION	4	$65,142.5300	$37,452.9900

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
Department Totals	43	$271,615.0600	$241,134.0100

Renewals		
Line #	**Starts**	**Expires**
1	3/26/25	3/25/26
2	3/26/26	3/25/27
3	3/26/27	3/25/28
4	3/26/28	3/25/29
5	3/26/29	3/25/30

Solicitation OPN2128176Q1

Hach Process & Laboratory Analytical Instruments

Bid Designation: Private

Broward County Board of County Commissioners

Bid OPN2128176Q1
Hach Process & Laboratory Analytical Instruments

Bid Number	**OPN2128176Q1**
Bid Title	**Hach Process & Laboratory Analytical Instruments**
Bid Start Date	**May 28, 2024 3:49:58 PM EDT**
Bid End Date	**Jun 11, 2024 2:00:00 PM EDT**
Question & Answer End Date	**Jun 7, 2024 5:00:00 PM EDT**
Bid Contact	**Tamar Haye** **Purchasing Agent** **Purchasing Division** **Thaye@broward.org**
Bid Contact	**Salustio Jaramillo** **Purchasing Agent** **Purchasing Division** **saJaramillo@broward.org**
Contract Duration	**1 year**
Contract Renewal	**4 annual renewals**
Prices Good for	**120 days**

Bid Comments

Scope of Work:
Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, and services required to provide and deliver Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits for operational use at Water and Wastewater Services. No services, training or installation is required of the Vendor. This is a manufacturer/brand specification. No substitutions or alternate brands will be allowed.

Goal Participation:
Not applicable to this solicitation.

Bid Allowance Amounts:
The solicitation includes pass-thru allowances. It is not necessary to add the allowance amount in your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on final bid tabulation.

Discount Off List:
This is a Percentage Discount of Catalog List Price procurement for proprietary products manufactured by the Hach Company.

Ownership Disclosure:
Broward County is collecting entity ownership information for Vendors. This is for informational purposes only and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will not be used in determining whether the Vendor will receive a contract award. **In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.**

Submit the form only through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.

Link for form submittal: Ownership Disclosure Form

Questions and Answers:
The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Submittals:
Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G, Supplier-to-Government for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to-Government for technical assistance.**

Item Response Form

Item	**OPN2128176Q1--01-01 - Analytical Instruments**
Quantity	**1 lump sum**
Percentage	
Catalog or Published Price List Number	
Effective Date	
Internet Web Link	
Warranty	
Delivery/Lead Time (Business Days)	
Delivery Location	**Broward County Board of County Commissioners** No Location Specified **Qty** 1

Description
Analytical Instruments at a Fixed Percentage Discount Off of Current List/Catalog Price, as per Specifications and Requirements.

Estimated Annual Amount: $85,000.

Enter a single fixed percentage discount in the "percentage" box.

Item	**OPN2128176Q1--01-02 - Consumable Parts**
Quantity	**1 lump sum**
Percentage	
Catalog or Published Price List Number	
Effective Date	
Internet Web Link	
Warranty	
Delivery/Lead Time (Business Days)	

Delivery Location	**Broward County Board of County Commissioners** No Location Specified

Qty 1

Description
Consumable Parts at a Fixed Percentage Discount Off of Current List/Catalog Price, as per Specifications and Requirements.

Estimated Annual Amount: $105,000.

Enter single fixed percentage discount in the "percentage" box.

Item	**OPN2128176Q1--01-03 - Pre-Prepared Chemicals**
Quantity	**1 lump sum**
Percentage	
Catalog or Published Price List Number	
Effective Date	
Internet Web Link	
Warranty	
Delivery/Lead Time (Business Days)	
Delivery Location	**Broward County Board of County Commissioners** No Location Specified

Qty 1

Description
Pre-Prepared Chemicals at a Fixed Percentage Discount Off of Current List/Catalog Price, as per Specifications and Requirements.

Estimated Annual Amount: $100,000.

Enter single fixed percentage discount in the "percentage" box.

Item	**OPN2128176Q1--01-04 - Field Test Kits**
Quantity	**1 lump sum**
Percentage	
Catalog or Published Price List Number	
Effective Date	
Internet Web Link	
Warranty	
Delivery/Lead Time (Business Days)	
Delivery Location	**Broward County Board of County Commissioners** No Location Specified

Qty 1

Description

Test Kits at a Fixed Percentage Discount Off of Current List/Catalog Price, as per Specifications and Requirements.

Estimated Annual Amount: $2,000.

Enter single fixed percentage discount in the "percentage" box.

Specifications and Requirements
Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits

1. **Scope**:
   Furnish and deliver Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits for operational use at Water and Wastewater Services. No services, training or installation is required of the Vendor. This is a manufacturer/brand specification. No substitutions or alternate brands will be allowed.

2. **GENERAL:**
   - **2.1** This contract is intended for the purchase of Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits for maintenance, repair, and operations only, and is not intended for large construction or major renovation projects.
   - **2.2** Only new products will be considered, no used or rebuilt or recycled products will be allowed.

3. **Fixed Percentage Discount/Catalog Price Lists:**
   - **3.1** Vendor shall indicate in all spaces provided on the Item Response Form, their single fixed discount from the most current manufacturer's price list. That percentage discount will be used for the term of the contract.
   - **3.2** Vendor should provide a copy of the most current Manufacturer's Published Price List as part of the solicitation package, in a spreadsheet format or, as an alternative, provide an internet web link. In the event that an internet web link is not available, a printed copy of Price List shall be submitted within five (5) business days at the request of the County. The Price List must clearly indicate:

     3.2.1 The Catalog or Published Price List Number
     3.2.2 The Effective Date
     3.2.3 The Column Pricing Quote
     3.2.4 Internet Web Link

   - **3.3** If a catalog is updated by the Manufacturer, the current copy of that price list/catalog should be sent to the County, unless the published price listing is available on-line and can be easily found and identified by County personnel.
   - **3.4** If Manufacturer's Price List is not available, one of the following shall be provided:

     3.4.1 Manufacturer suggested retail price (MSRP)
     3.4.2 Letter from the Manufacturer with description and their list price.

   - **3.5** Percentage mark-ups are not accepted.

4. **Quality**:
   All products must be shipped per the manufacturer's recommended instructions inclusive of temperature-controlled packaging. All items received will be inspected and tested for quality prior to being approved for payment. Any item failing to meet the manufacturer's recommended temperature requirements will be rejected and returned to the awarded Vendor for immediate replacement. The awarded Vendor is responsible for handling the return and replacement of the failed items to the manufacturer and providing immediate replacement of products. The County will not pay for returned shipping or additional shipping charges as a result of failed product.

5. **Warranty**:
   - **5.1** At a minimum one (1) year standard manufacturer warranty.
   - **5.2** Warranty shall begin on date shipment is received.
   - **5.3** A copy of the manufacturer's standard warranty will be in Broward County's name and provided at time of delivery.

Specifications and Requirements
Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits

6. **Pass-Thru Allowance**:
   - **6.1** Shipping Charges – This pass-thru will be utilized for shipping charges for each County order placed. Vendor will invoice the County in accordance with Vendor's standard shipping charges. The shipping charges are to be listed on the invoices received from Vendor for items purchased.
   - **6.2** Vendor shall provide a copy of the most current Standard Shipping Charges, in PDF format, as part of the solicitation package. Vendor's Standard Shipping Charges shall be provided within three (3) business days of request by the County.

7. **Invoices/Payments**:
   - **7.1** Invoices shall include the County Purchase Order number, brand name, make/model, description, unit price, quantity, extended price, and shipping charges to be paid on "Pass-Thru" (Refer to Section 6).
   - **7.2** Payment will be processed after commodities/services have been received, accepted, and properly invoiced.
   - **7.3** All invoices and back up documentation are to be emailed to accountspayable@broward.org and copied to the Agency Contact Person identified on each Purchase Order.

8. **Delivery**:
   - **8.1** All prices must be FOB Destination.
   - **8.2** Refer to the Special Instructions to Vendors, Section H, Allowances, regarding the reimbursement of Pass-Thru Shipping charges.
   - **8.3** Delivery is desired within seven (7) calendar days after receipt of purchase order.
   - **8.4** Delivery to be performed during normal business hours, Monday through Friday, 8:00 a.m. to 3:00 p.m., except on County approved holidays.
   - **8.5** Delivery address and contact information will be included on each purchase order.

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO GENERAL CONDITIONS)

Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits

A. Scope:

Vendors are invited to respond for an open-end contract to furnish and deliver **Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals, and Test Kits** for the Water and Wastewater Services (WWS) and various other Broward County agencies that may have need of these services and products.

B. Contract Type:

Open-End/Indefinite Quantity Contracts. This solicitation is not for a definite quantity of goods or services and is for an open-end/indefinite quantity contract. The County shall purchase the guaranteed minimum quantity of goods or services (if any) stated in the solicitation but may exceed that minimum amount, and the Contractor shall provide all amounts ordered by the County, limited only by any maximum quantity stated in the solicitation. The County may issue purchase orders on this solicitation as and when required; issue a blanket purchase order for individual agencies; issue instructions for use of direct purchase orders by various County agencies; procure amounts above any stated guaranteed minimum quantity by any method from any other source(s); or do any combination of the foregoing. No delivery of goods or performance of services shall become due or be accepted without a written purchase order and delivery instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if the Vendor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract.

There is no guaranteed minimum quantity of goods or services. Any quantities stated are estimates only.

Contract Term/Period: The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later, and shall terminate one year from that date. The Director of Purchasing may renew this contract for an additional four one-year period subject to Vendor acceptance, Vendor satisfactory performance, and the Director of Purchasing's determination that renewal will be in the best interest of the County. Notification of intent to renew will be sent in advance of expiration date of this contract. The Vendor must complete delivery, and the County will receive delivery, on any orders issued by the County to the Vendor prior to the date of expiration.

C. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

D. Specifications and Requirements:

The **Specifications and Requirements** included herein apply to this solicitation. If the Specifications and Requirements reference a third party (i.e., manufacturer, applicator, subcontractor, etc.), the reference is to be construed as the Vendor through the third party.

The product offered by the Vendor must, on an overall basis, be equal or greater in quality or performance than the Specifications and Requirements. Broward County shall be the sole judge of what constitutes equal or greater in quality or performance. Submittals that do not comply with Specifications and Requirements are subject to rejection.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements), and performance of all equipment, materials, services, etc. offered in their submittal. The

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO GENERAL CONDITIONS)

Vendor is not relieved of responsibility for the performance of all equipment furnished, or of ensuring timely delivery of materials, equipment, etc., even if the equipment or materials are not of their own manufacture.

The Vendor must itself perform, without subcontracting or other forms of outsourcing, work that constitutes at least **one hundred (100%) percent** of the total contract price.

F. Price Adjustment/Escalation:

Price Adjustment at Renewal

No price increases will be allowed during the initial contract period. For any renewal term, the Vendor may request a price increase in accordance with the Price Escalation Procedure below.

Price Escalation Procedure:
To seek a price increase, a Vendor must submit a written request to the County at least ninety (90) days prior to the renewal term or expiration of the fixed period. The Vendor must supply documentation to substantiate the requested increase. The request must include the proposed amount and effective date of the increase.

The Director of Purchasing may refuse to grant the requested price increase as not properly documented or excessive. If the Director of Purchasing refuses the requested price increase and the matter cannot be resolved to the satisfaction of the County, the Vendor shall continue to perform under the contract at the existing contracted price(s) to the end of the then current term, including completing delivery on any orders placed with the Vendor prior to the end of the then current term. Failure to complete delivery shall be grounds for cause the Contractor to be suspended and/or debarred from doing business with the County pursuant to the Broward County Procurement Code Section 21.73, Authority to Debar or Suspend.

If the Director of Purchasing approves a price increase, the increase shall be calculated as follows: Unless specifically approved otherwise by the Director of Purchasing, the increase shall be no greater than the difference of Consumer Price Index (CPI) or Produce Price Index (PPI) of the current period less CPI/PPI previous period, divided by CPI/PPI previous period, times 100. The CPI/PPI current period shall mean the most recent published monthly index prior to contract price adjustment term or renewal period. The CPI/PPI previous period shall mean for the same month of the prior year. All indices shall be obtained from the U.S. Department of Labor Statistics. For example: Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 2020-22 = 100, and not seasonally adjusted.

The Purchasing Division will notify the using agencies and the Vendor in writing of the effective date of any approved price increase. If a request for price increase is approved, the new price(s) will apply only to the orders placed after the later of the date of the County's approval or the effective date proposed in the Vendor's request for a price increase; orders placed earlier will be invoiced at the unit price in effect at the time the order was placed.

Price De-Escalation:

If a supplier issues revisions, supplements, or replacements to the product lists, catalogs and/or price lists previously submitted to the County, any one of which reflects a decrease in the unit price of an item covered by the contract, the Vendor must notify the County of the price decrease within thirty (30) days of the notification from the supplier to the Vendor of the price decrease.

When the County receives notice of a price decrease of an item, the County may request the same reduction in price from the Vendor. The County shall make such request in writing. If agreed to by the Vendor, the decrease shall go into effect on the same day that the supplier of the item provides the decrease to the Vendor.

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO GENERAL CONDITIONS)

If the Vendor does not agree to the requested decrease, the Vendor must notify the County in writing no later than ten **(10)** business days after the County's request. If the Vendor fails to timely notify the County of its nonacceptance, then the Vendor shall be deemed to have approved the price decrease. If the Vendor timely notifies the County of its nonacceptance, then the County may, upon written notice to the Vendor, terminate the contract for cause.

G. Federal Transit Administration Requirements:

Not applicable to this solicitation.

H. Allowances:

The solicitation includes an annual allowance amount for the below item(s):
Shipping Cost: $8,000.00

The following shall apply to payment of allowances:

a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.

b. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.

c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.

d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.

I. Drug Free Workplace Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of competitive solicitations be made only to firms certifying the establishment of a drug free workplace program. The Vendor certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et seq., of the Broward County Code of Ordinances (Procurement from Businesses with Drug-Free Workplace Program).

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to the County to contract with the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive.

The Broward County Procurement Code ("Procurement Code"), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing. Submission of a response constitutes Vendor's agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on the response:

(a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;

(b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and

(c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY'S ACCEPTANCE OF VENDOR'S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

(a) The individual submitting the response is authorized to sign on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.

(b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.

(c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.

(d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.071, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt from disclosure under Florida public records laws (collectively, "Trade Secret Materials"), Vendor must separately submit and conspicuously label the Trade Secret Materials as "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Trade Secret Materials in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the Terms and Conditions of the Solicitation.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a $0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County

Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the proposed award or ranking is posted on the Purchasing Division's website.

(c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes

specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Entities of Foreign Concern.

If Vendor or any subcontractor will have access to an individual's personal identifying information under the awarded contract, Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Vendor and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this solicitation shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

15. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if

awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

16. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

17. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

18. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

19. Local Business Tax Receipt Requirements.

Unless exempt under applicable law, any Vendor maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division ("Business Tax Receipt") prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

20. Dun & Bradstreet Report Requirement.

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

21. Samples.

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

22. "Or Equal" Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

23. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board, or as otherwise authorized by Section 21.53 of the Procurement Code. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes and, if applicable, Chapter 212, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

2. Orders and Quantities. The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds**. In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance**. The County may terminate the contract for cause if Contractor is in in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

(c) **For Convenience**. The County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR § 1910.147, Hazardous Energy Control. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Contractor represents and certifies that if Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the contract, or if Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to the County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts and professional services contracts (as defined in Sections 725.06 and 725.08, Florida Statutes)**: Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") 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 the contract, and caused or alleged to be caused, in whole or in part, by breach of this contract by Contractor or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts and professional services contracts (as defined in Sections 725.06 and 725.08, Florida Statutes)**: Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The notices address for Contractor shall be the business address and any of the authorized contact(s) specified in the Vendor Questionnaire. The notices address for the County shall be as follows:

Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
Email: PurchasingSupport@broward.org

The notice addresses shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract 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 solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. Criminal History Screening. *[Generally applicable to contracts over $100,000]*

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

18. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

19. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

(a) Keep and maintain public records required by the County to perform the services;

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and

(d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6066, PURCHASINGRECORDS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn declaration or affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Contractor shall make all such records and documents available electronically in common file formats or via remote access if and to the extent requested by the County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice. Contractor shall provide the County with reasonable access to Contractor's facilities, and the County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of the County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

21. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

24. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

25. Independent Contractor.
The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

26. Regulatory Capacity.
Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

27. Sovereign Immunity.
Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract.

28. Third-Party Beneficiaries.
Neither Contractor nor the County intends to primarily or directly benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

29. Compliance with Laws; Code Requirements.
Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor and its subcontractors must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

30. E-Verify.
Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section, County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

31. Ownership Disclosure Form.
By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by the County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, single-use plastic beverage straws, or single-use plastic stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

33. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

Rev. 1/10/2024
#1040409.7

DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over $100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

For Invitation for Bids:
The completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):
For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

1. **Domestic Partnership Responsiveness Requirement**
   If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

2. **Domestic Partnership Tiebreaker**
   To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal**. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor is a governmental entity.
- ☐ The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. (Indicate the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name	Title	Vendor	Date

Revised January 24, 2023

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of $100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☐ Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised June 17, 2022

INSURANCE REQUIREMENTS

NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER

Project: **Hach Analytical Instruments, Consumable Parts, Pre-prepared Chemicals and Test Kits**
Agency: **Water and Wastewater Services**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	**$500,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable ***Note: May be waived if no driving will be done in performance of services/project.***			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☐ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*					
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYER'S LIABILITY**			Each Accident	**$100,000**	
☐ **POLLUTION / ENVIRONMENTAL LIABILITY**			Each Claim:		
			*Maximum Deductible:	$10,000	

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

_____
Risk Management Division

Question and Answers for Bid #OPN2128176Q1 - Hach Process & Laboratory Analytical Instruments

Overall Bid Questions

There are no questions associated with this bid.

General Services Administration

Federal Supply Service
Authorized Federal Supply Schedule Price List

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title: Multiple Award Schedule (MAS)

FSC Group: Scientific Management and Solutions - Laboratory Equipment

For more information on ordering from Federal Supply Schedules click on FSS Schedules at GSA.gov.

Contract Period: February 1, 2026 – February 1, 2031

Contract Number: 47QSMS26D0027

Company: Hach Company
5600 Lindbergh Drive
Loveland, CO 80538-8842

Website: https://www.hach.com/

Contract Administrator: Darren Phelps, Government Sales Representative, 703-256-1500, dphelps@govtools.com

Order Placement and Status: Hach Customer Service, 800-227-4224, orders@hach.com

Business Size: Other than Small Business

HACH Company
CAGE CODE: 91224
UEI: WSPVZEN4KLP9
Large Business

Mod. No: Initial
Effective Date: 2/1/2026

CUSTOMER INFORMATION

1a **Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).**

SIN	SIN Title
334519ENV	Environmental Measuring Instruments

1b **Lowest priced model number and each SIN awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price:**

SIN	Model Number	GSA Price
334519ENV	2283449	$18.75

1c **Hourly rates:** N/A

2. **Maximum order:**

SIN	Maximum Order Amount
334519ENV	$250,000

3. **Minimum order:** $100.00
4. **Geographic coverage (delivery area):** Domestic Delivery (points within the 48 contiguous states and Washington DC)
5. **Point(s) of production:** United States, Germany
6. **Discount from list prices or statement of net price**: GSA Net Prices are shown below. Negotiated discount has been applied and the IFF has been added.
7. **Quantity discounts:** 8.00% off of list price for single orders of $50,000.00 or higher.
8. **Prompt payment terms:** Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. **Foreign items:** Canada, Switzerland, Germany and Mexico.

10a. **Time of delivery:** 30 days After Receipt of Order (ARO)

10b. **Expedited delivery:** Contact Contractor

10c. **Overnight and 2-day delivery:** Contact Contractor

10d. **Urgent Requirements:** Contact Contractor

11. **F.O.B point(s):** Destination – within 48 contiguous states and the District of Columbia

12a. **Ordering address(es):** Hach Company, 5600 Linbergh Drive, Loveland CO 80538

12b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **Payment address(es):** Hach Company 2207 Collection Center Drive, Chicago IL 60693

14. **Warranty provision:** Hach offers a standard one-year warranty from the date of shipment covering defects in material and workmanship on non-consumable products. This warranty includes options for repair, replacement or a refund for any defective products. If consumable items like reagents and lamps fail upon first use out of the box, they will be replaced at no cost

15. **Export packing charges:** Not Applicable
16. **Terms and conditions of rental, maintenance, and repair:** Not Applicable
17. **Terms and conditions of installation**: Not Applicable

18a. **Terms and conditions of repair parts**: Not Applicable

18b. **Terms and conditions for any other services:** Not Applicable

19. **List of service and distribution points:** Not Applicable
20. **List of participating dealers:** Not Applicable
21. **Preventive maintenance:** Not Applicable

22a. **Special attributes:** Not Applicable

22b. **Section 508 compliance:** Not applicable

23. **Unique Entity Identifier (UEI) number:** WSPVZEN4KLP9
24. **Notification regarding registration in System for Award Management (SAM) database:** Contractor has an Active Registration in the SAM database

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-52 Approving a Purchase Order for Fire Protection Services Through a Piggyback Contract with Johnson Controls Fire Protection LP (Sponsored by City Manager)

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 FIRE PROTECTION SERVICES THROUGH A PIGGYBACK CONTRACT WITH JOHNSON CONTROLS FIRE PROTECTION LP; IN AN ANNUAL AMOUNT NOT TO EXCEED $100,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, Sourcewell Cooperative**,** a governmental cooperative purchasing organization that competitively solicits and awards contracts for use by participating public agencies, awarded contract No. 121024-JHN *Facility Security Systems, Equipment, and Software with Related Services* to Johnson Controls Fire Protection LP *("Johnson Controls")* effective May 5, 2025, through February 18, 2029, with renewals through February 18, 2032 (Piggyback Contract); and

WHEREAS, ongoing inspection, testing, and preventive maintenance of fire alarm systems, backflow preventers, and fire suppression systems are essential to minimizing the risk of system failures, avoiding costly emergency repairs and regulatory violations, and ensuring effective response and safe evacuation in the event of an emergency; and

WHEREAS, the City's Public Works Facilities Division is responsible for overseeing and maintaining Life and Fire Safety systems at all City facilities, including the Norwood Water Treatment Plant and the Operations Center. The City requires on-call inspection, testing, maintenance, and repair services specifically at the Norwood Water Treatment Plant and the Operations Center to ensure regulatory compliance, protect public infrastructure, and safeguard the health and safety of employees, residents, and visitors; and

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

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract in an annual amount not to exceed $100,000.00 to purchase fire protection services throughout the City; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to issue a Purchase Order through the Piggyback Contract in an annual amount not to exceed $100,000.00 for fire protection services with Johnson Controls.

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 Johnson Controls Fire Protection LP in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed $100,000.00 to purchase Fire Protection Services throughout the City, 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 **21st day of April 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: April 21, 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 Purchase Order for Fire Protection Services Through a Piggyback Contract with Johnson Controls Fire Protection LP in an Annual Amount Not to Exceed $100,000

Background

The City of North Miami Beach Public Works Facilities Division is responsible for overseeing and maintaining Life and Fire safety systems across all City facilities to ensure regulatory compliance, protect public infrastructure, and safeguard the health and safety of employees, residents, and visitors. As part of these responsibilities, the City requires on-call inspection, testing, maintenance, and repair services specifically for the Norwood Water Treatment Plant and the Operations Center. These systems are essential to maintaining safe and reliable operations at these critical facilities.

Sourcewell Cooperative, a governmental cooperative purchasing organization, competitively solicited and awarded Contract No. 121024-JHN for Facility Security Systems, Equipment, and Software with Related Services to Johnson Controls Fire Protection LP, effective May 5, 2025, through February 18, 2029, with renewal options through February 18, 2032. Utilizing the Sourcewell cooperative contract allows the City to procure these essential services through a competitively awarded agreement while obtaining favorable pricing and terms in compliance with City procurement policies.

Ongoing inspection, testing, and preventive maintenance of fire alarm systems, backflow preventers, and fire suppression systems are critical to minimizing the risk of system failures, avoiding costly emergency repairs and regulatory violations, and ensuring effective response and safe evacuation in the event of an emergency. Regular servicing of these systems helps extend their useful life, maintain operational readiness, and ensure compliance with applicable safety codes and standards.

Recommendation

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Johnson Controls Fire Protection LP in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of $100,000.00 as approved in the adopted FY26 budget appropriation.

City of North Miami Beach NMB

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: FACILITY MANAGEMENT
Primary Contact Name: EUGENE BAER
Primary Contact E-mail: EUGENE.BEAR@CITYNMB.COM
Secondary Contact Name: GEO PEREZ
Secondary Contact E-mail: yohany.perez@citynmb.com
Department Phone: 305-948-3922
Department Fax: _____

Company Name: JCI
Contact Name: Alex Astudio
Company Address: 5757 N. Green Bay Ave. Milwaukee, WI 53201
Company Phone: (786) 378-4186
Company E-mail: ALEX.ASTUDILLO@JCI.COM
Vendor Registration #: 528350

Piggyback Contract Details

Cooperative ☐ /Public Entity ☐

1. Contract Title: Johnson Controls Fire Protection LP Sourcewell Contract # 121024-JHN
   a. Awarding Agency Source Well b. Contract / Solicitation # 121024-JHN
   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑
2. Description of the Scope of Service of This Contract: Fire Protection
3. Total Value of Contract: $ 100,000
4. Account Number(s): FY 26 010850-519460 FY 27 010850-519460

Contract Verification Information

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

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter/Executed Contract ❑

Proposal/Quote ❑ Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑

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

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

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

	Approved	Date
Form Prepared By:	Eugene Baer	3/17/26
Department Director:		
Finance Director:		
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

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

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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

City of North Miami Beach

PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Kerlyne McHenry
Director

PW Director
Title/Department

Signature

03/17/26
Date

RE: Facility Security and Life Safety Systems

Fiscal Amount not to Exceed: $100,000

Vendor # 478652

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

010850-519460

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.

City North Miami Beach - Central Operations 344224 April 2026 Renewal

Planned Service Agreement



Johnson Controls Fire Protn LP
14200 E Exposition Ave
Aurora CO80012-2540
USA

Proposal Presented On:
03-05-2026

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Johnson Controls

SERVICE SOLUTION

Customer #: 344224
City of North Miami Beach
Date: 5-Mar-26
Proposal #: CPQ-1206344
Term: 1-Apr-26 to 31-Mar-27
External Contract #: 80984424 R04-OCT-2025
Subscription ERP #:

Billing Customer:
City North Miami Beach - Central Operations
2101 Ne 159th St
Central Operations
NORTH MIAMI BEACH, FL 33162-4950

Service Location:

17011 NE 19th Ave,
North Miami Beach, FL 33162-3111

Johnson Controls Fire Protection LP
Sales Representative:
Janet Swain
14200 E Exposition Ave
Aurora CO 80012-2540
janet.swain@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM	**Est. First Inspection: June**		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Quarterly	
Water Flow Switch (Each Additional)	2	Quarterly	
Control valve - with tamper switch	2	Quarterly	
Post Indicator Valve	2	Quarterly	
SPRINKLER ESSENTIAL SERVICE OFFER Total:			$2,809.52
SYSTEM-SP-BACKFLOW			
BACKFLOW SYSTEM	**Est. First Inspection: June**		
Backflow Preventer-Fire	4	Annual	
Control valve - with tamper switch	4	Annual	
SPRINKLER ESSENTIAL SERVICE OFFER Total:			$1,433.33
SYSTEM-FA-MVS OTHER PROG			

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SERVICE SOLUTION

MULTI-VENDOR OTHER PROGRAMMABLE	**Est. First Inspection: June**	
Main Fire Alarm Panel	1	Annual
Remote Power Supply/NAC Extender	1	Annual
Smoke Sensor Addressable	15	Annual
Duct Sensor Addressable	4	Annual
Pull Station	11	Annual
Audio-Visual Unit Addressable	17	Annual
Waterflow Test	5	Annual
Tamper Switch	7	Annual

FIRE ALARM ESSENTIAL SERVICE OFFER Total: $1,255.11

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
	17011 NE 19th Ave,	North Miami Beach	FL	33162-3111	$1,255.11	$4,242.85

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-MVS OTHER PROG

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:
Accessible components and devices logged for:
-Location of each device tested, including system address or zone location
-Test results and applicable voltage readings
-Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/ provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER
SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:
Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Post Indicator Valve

SYSTEM-SP-WET SPRINKLER

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Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

Control valve - with tamper switch

SYSTEM-SP-WET SPRINKLER
SYSTEM-SP-BACKFLOW

Each control valve is operated in its full range to ensure correct functioning annually. Drain test is conducted after opening

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of North Miami Beach** and is effective **1-Apr-26** (the "Effective Date") to **31-Mar-27** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement and a new PO to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $5,497.96 - Proposal #: CPQ-1206344

PAYMENT SUMMARY:

Year	PSA Charges
1	$5,497.96

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at https://www.johnsoncontrols.com/legal/fire-service-uscan-terms (the “Service Terms”). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company’s standard terms for software found at https://www.johnsoncontrols.com/techterms (the “Software Terms”). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the “Terms and Conditions”). Attention is directed to the Customer’s commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the “Agreement”), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company’s standard customer terms and conditions found at https://www.johnsoncontrols.com/customerterms, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

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SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Mail (USPS) , payment is Net 30, and invoices are to be paid via Check. Johnson Controls Check transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted via mail: Please provide desired mailing address : _____

City of North Miami Beach	**Johnson Controls Fire Protection LP**
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #:
Fax #: _____	Fax #: _____
Email: _____	License #: (if applicable) _____
Date: _____	Date: _____

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Norwood Water Treatment Plant 4685112 March 2026 Renewal

Planned Service Agreement



Johnson Controls Fire Protn LP
14200 E Exposition Ave
Aurora CO80012-2540
USA

Proposal Presented On:
03-06-2026

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SERVICE SOLUTION

Customer #: 4685112
Norwood Water Treatment Plant
Date: 6-Mar-26
Proposal #: CPQ-1207466
Term: 1-Mar-26 to 28-Feb-27
External Contract #: 80978749 R01-OCT-2025
Subscription ERP #:

Billing Customer:
Norwood Water Treatment Plant
2101 NE 159h Street

MIAMI, FL 33181

Service Location:
Norwood Water Treatment Plant
19150 NW 8th Ave,
Miami, FL 33169

Johnson Controls Fire Protection LP
Sales Representative:
Janet Swain
14200 E Exposition Ave
Aurora CO 80012-2540
janet.swain@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM	**Est. First Inspection: May**		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	3	Quarterly	
Control valve	3	Quarterly	
Fire Department Connection	2	Quarterly	
Post Indicator Valve	2	Quarterly	
	SPRINKLER ESSENTIAL SERVICE OFFER Total:		$3,473.74
SYSTEM-SP-STANDPIPE			
STANDPIPE SYSTEM	**Est. First Inspection: May**		
Standpipe Test & Inspect	1	Quarterly	
Control valve	2	Quarterly	
	SPRINKLER ESSENTIAL SERVICE OFFER Total:		$1,615.81
SYSTEM-SP-BACKFLOW			
BACKFLOW SYSTEM	**Est. First Inspection: May**		

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Backflow Preventer-Fire	2	Annual
Control valve - with tamper switch	4	Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total: $849.90

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Sprinkler
Norwood Water Treatment Plant	19150 NW 8th Ave,	Miami	FL	33169	$5,939.45

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER
SYSTEM-SP-STANDPIPE
SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:
Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Department Connection

SYSTEM-SP-WET SPRINKLER

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Post Indicator Valve

SYSTEM-SP-WET SPRINKLER

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

Control valve - with tamper switch

SYSTEM-SP-BACKFLOW

Each control valve is operated in its full range to ensure correct functioning annually. Drain test is conducted after opening

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Norwood Water Treatment Plant** and is effective **1-Mar-26** (the "Effective Date") to **28-Feb-27** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement and a new PO to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $5,939.45 - Proposal #: CPQ-1207466

PAYMENT SUMMARY:

Year	PSA Charges
1	$5,939.45

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at https://www.johnsoncontrols.com/legal/fire-service-uscan-terms (the “Service Terms”). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company’s standard terms for software found at https://www.johnsoncontrols.com/techterms (the “Software Terms”). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the “Terms and Conditions”). Attention is directed to the Customer’s commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the “Agreement”), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company’s standard customer terms and conditions found at https://www.johnsoncontrols.com/customerterms, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

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SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Mail (USPS) , payment is Net 30, and invoices are to be paid via Check. Johnson Controls Check transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted via mail: Please provide desired mailing address : _____

Norwood Water Treatment Plant	**Johnson Controls Fire Protection LP**
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #:
Fax #: _____	Fax #: _____
Email: _____	License #: (if applicable) _____
Date: _____	Date: _____

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Docusign Envelope ID: 779DC9DA-C023-4EF0-A46A-3EA236E2B59A

MASTER AGREEMENT #121024
CATEGORY: Facility Security Systems, Equipment, and Software with Related Services
SUPPLIER: JOHNSON CONTROLS FIRE PROTECTION LP AND ITS AFFILIATES

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Fire Protection LP, a Delaware limited partnership (JCFP) and its affiliates named herein (each also referred to as Supplier).

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

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

Article 1: General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier and its affiliates named below, and Participating Entities as it relates to Sourcewell's Cooperative Purchasing Program. Products listed in this Master Agreement will be available to Participating Entities through JCFP; Johnson Controls, Inc., a Wisconsin corporation, 5757 N. Green Bay Avenue, Milwaukee, WI 53209 (JCI); and Johnson Controls Security Solutions LLC, 5757 N. Green Bay Avenue, Milwaukee, WI 53209 (JCSS). Each of JCI, JCFP or JCSS shall be severally liable for its obligations and shall be bound by and solely responsible for performance of the obligations under this Master Agreement and any agreement entered into with a Participating Entity. Without limiting the foregoing, the Supplier entering into the agreement with a Participating Entity shall be the Supplier that shall have liability to such Participating Entity or Sourcewell for any act, omission or failure related to that particular

Docusign Envelope ID: 779DC9DA-C023-4EF0-A46A-3EA236E2B59A

agreement. When reference is made to "Supplier" herein, such reference shall mean the Supplier executing the related agreement.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.

    a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

    b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances, and subject to Supplier's agreement to such extension.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:

    a) Alarm and signal systems;
    b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
    c) Fire detection, sprinkler and suppression systems;
    d) Intrusion and breach prevention and detection solutions;
    e) Glass and window security, armor, and ballistic applications and solutions;
    f) Closed circuit television (CCTV), surveillance, and recording solutions;
    g) Facility and parking access control solutions;
    h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
    i) Biometric scanning and screening.

Certain of the foregoing offerings may require special terms, in which case, Supplier and the Participating Entity will negotiate in good faith those terms, and if an agreement is not possible, will not constitute breach of this Agreement in any way.

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8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Reserved.**

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for the warranty period specified in any additional terms and conditions entered into between Supplier and the Participating Entity. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

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the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds

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that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

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Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

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

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

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Prior notice, but not consent, shall be required by Supplier for assignment to a Supplier affiliate or to address corporate restructurings, mergers, acquisitions, or other corporate changes. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, for bodily injury or tangible property damage to the extent caused by the Supplier or its agents or employees in the performance of this Agreement; this indemnification includes injury or death to person(s) or property caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Supplier's liability to Sourcewell arising out of this Agreement, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Agreement or $2,000,000, whichever is greater. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

    Supplier shall not be liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Buyer has been advised by Supplier of the possibility of such damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in

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advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury

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- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, provided via email, or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3:

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Supplier Obligations to Participating Entities

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

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Supplier will deliver its standard terms and conditions for monitoring services, and its standard terms and conditions for the scope of all task orders, to be incorporated in transaction documents with the Participating Entity, and subject to acceptance by such Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

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

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2025 | 1:53 PM CDT

Johnson Controls Fire Protection, LP

DocuSigned by:
By: Albert Young
D551D3CC1FE041D...
Al Young
Title: Vice President, Strategic Accounts

Date: 5/11/2025 | 4:54 PM PDT

Johnson Controls, Inc.

DocuSigned by:
By: Albert Young
D551D3CC1FE041D...
Al Young
Title: Vice President, Strategic Accounts

Johnson Controls Security Solutions LLC

DocuSigned by:
By: Albert Young
D551D3CC1FE041D...
Al Young
Title: Vice President, Strategic Accounts

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-53 Approving and Authorizing a Purchase Order with OMBS Security System LLC for Fire Alarm Maintenance Services (Sponsored by City Manager)

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 OMBS SECURITY SYSTEM, LLC, IN A BUGETED AMOUNT NOT TO EXCEED $125,000.00 FOR FIRE ALARM MAINTENANACE 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 of the City of North Miami Beach Code of Ordinances ("Code") provides that servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment, shall be exempt from the bidding process; and

WHEREAS, the City's Public Works Department is responsible for overseeing and maintaining Life and Fire Safety systems at key municipal facilities, including City Hall, the Police Department, Allen Park, Uleta, and Public Services Administration (PSA), in order to ensure regulatory compliance, protect public infrastructure, and safeguard the health and safety of employees, residents, and visitors; and

WHEREAS, ongoing inspection, testing, maintenance, and repair services for fire alarm systems and elevators are essential to minimizing the risk of system failures, avoiding costly emergency repairs and regulatory violations, and ensuring effective response and safe evacuation in the event of an emergency, while supporting the City's commitment to fiscal responsibility and long-term asset preservation; and

WHEREAS, OMBS Security System, LLC *("OMBS")* provides fire alarm programming services for the City, and the City desires to engage OMBS to perform these services to improve operational efficiency and ensure continuity of service, with the proposed agreement covering a two-year period; and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Purchase Order to OMBS in a budgeted amount not to exceed $125,000; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Purchase Order to OMBS in a budgeted amount not to exceed $125,000 for the purchase of Fire Alarm Maintenance 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 Fire Alarm Maintenance Services with OMBS Security System, LLC, in a budgeted amount not to exceed $125,000, 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 **21st day of April 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: April 21, 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 and Authorizing a Purchase Order with OMBS Security System, LLC in a Budgeted Amount Not to Exceed $125,000 for Fire Alarm Maintenance Services

Background

Maintaining functional and compliant Life and Fire Safety systems is a core responsibility of the City of North Miami Beach Public Works Facilities Division across all City facilities. These systems are critical to ensuring regulatory compliance, protecting public infrastructure, and safeguarding the health and safety of employees, residents, and visitors. Proper oversight and maintenance support the City's ability to provide safe, reliable, and uninterrupted operations across its facilities. This purchase focuses on supporting fire alarm programming services at City Hall, the Police Department, Allen Park, Uleta, and the Public Services Administration (PSA), where Advanced Axis AX Fire Systems are currently installed.

The City desires to engage OMBS Security System, LLC to provide fire alarm programming services. OMBS is the sole and exclusive authorized dealer for Advanced Axis AX Fire Systems in the State of Florida and the only entity authorized to program the Fire Alarm Control Panels for these systems within this region. Engaging OMBS ensures compliance with manufacturer requirements, maintains system integrity, and supports continuity of service. The proposed agreement will cover a two-year period.

Ongoing inspection, testing, maintenance, and repair services for fire alarm systems and elevators are essential to minimizing the risk of system failures, avoiding costly emergency repairs and regulatory violations, and ensuring effective response and safe evacuation in the event of an emergency. These services also support the City's commitment to fiscal responsibility and long-term asset preservation.

Recommendation

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with OMBS Security System, LLC in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of $125,000.00 as approved in the adopted FY26 budget appropriation.

EXHIBIT A

Revised 06/2025

PROCUREMENT MANAGEMENT DEPARTMENT

EXEMPTIONS FROM BIDDING FORM

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law.** (Ord. No. 98-12 § 2B-55; Ord. No. 2016-12 , § 2, 11-15-16; Ord. No. 2018-11 , § 2, 10-16-18)

Select the one that applies and complete the Explanation Memo (page 2).

- ☐ a. **Sole source purchases**. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.
- ☐ b. **Legal services.** Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, appraisals, mediator services, legal research, court reporters and stenographers.
- ☐ c. **Emergency purchases**. Immediate danger/risk to the public health, safety, or welfare or other substantial loss to the state requiring emergency action.
- ☐ d. **Advertising.** Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.
- ☐ e. **Books and periodicals.**
- ☐ f. **Formal bidding waiver.** Purchases for which formal bidding has been waived, as determined by the City Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/ competitive proposals with a five-sevenths (5/7) affirmative vote of the City Commission declaring the waiver of competitive bidding/ competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.
- ☐ g. **Real Property.** Purchase or rental of real property when location is a consideration.
- ☐ h. **Utilities**, including water, wastewater, sewer, gas, electric, internet or other utilities as defined by law.
- ☐ i. **Recreational excursions and cultural events.**
- ☐ j. **Services set forth in Section 287.057(3)(f), Florida Statutes.**
- ☐ k. **Insurance.** Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.
- ☐ l. **Software.** Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.
- ☐ m. **Service and Warranty.** Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.
- ☐ n. **Shipping, freight and postage charges.**
- ☐ o. **Artistic, academic and entertainment performances.** Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.
- ☐ p. **Groceries.**
- ☐ q. **Cable and satellite television services.**
- ☐ r. **Contracts with, and purchases from, other public entities**, i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriffs offices, and other government entities.
- ☐ s. **Membership dues** for trade or professional organization.
- ☐ t. **Medical services**, including wellness activities, pharmacy services and veterinarian services.
- ☐ u. **Teaching, training**, specialized services and recreational instructors.
- ☐ v. **Direct material purchases.** Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.

Purchase Verification Information

Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐ _____

Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐

Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Explanation Memo ☐ Award Letter ☐ Proposal/Quote ☐

Risk Manager Approved Insurance Certificate ☐

PROCUREMENT MANAGEMENT DEPARTMENT

FROM: _____ _____
Department Director **Signature**

_____ _____
Department **Date**

RE: _____

Fiscal Amount not to Exceed: $ _____ **Vendor #**_____

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

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.

12/02/2025

Subject: Exclusive Authorization for Advanced Axis AX Fire Systems in Florida

To whom it may concern,

I hope this letter finds you well. I am writing to formally communicate and affirm that OMBS Security System, LLC is the sole and exclusive authorized dealer for Advanced Axis AX Fire Systems in the state of Florida. Additionally, OMBS Security System, LLC is the only entity authorized to program the Fire Alarm Control Panel for Advanced Axis AX Fire Systems within this region.

This exclusive authorization is a result of our commitment to providing the highest standards of service, expertise, and support for Advanced Axis AX Fire Systems. Our team has undergone rigorous training and certification processes to ensure that we possess the necessary skills and knowledge to handle the programming and maintenance of the Fire Alarm Control Panel effectively.

As the authorized dealer, OMBS Security System, LLC is entrusted with the responsibility to represent Advanced Axis AX Fire Systems with the utmost integrity and professionalism. We are dedicated to delivering top-notch service to our clients, ensuring the proper functioning and reliability of Advanced Axis AX Fire Systems' products.

We kindly request your cooperation and support in recognizing OMBS Security System, LLC as the exclusive provider of Advanced Axis AX Fire Systems in Florida. Any inquiries, installations, or programming requests related to Advanced Axis AX Fire Systems should be directed to our company, as we are the only entity authorized to fulfill such requirements in this region.

We appreciate your understanding and cooperation in this matter. If you have any questions or concerns, please feel free to reach out to us at 305-947-6679.

Sincerely,

Ellington Osborne

Ellington Osborne
Vice President
OMBS Security System, LLC
305-947-6679

ANNUAL PLATINUM SERVICE CONTRACT

November 10, 2025

This contract, dated _____, 20___ hereinafter referred to as "the contract", by and between **OMBS Security System, LLC,** hereinafter referred to as OMBS and ***"North Miami Beach Building Department"*** located at ***"17050 NE 19th Ave, North Miami Beach, FL 33162"*** the purpose of billing and legal services hereinafter called "the customer" agrees to the following Annual Runner Service Agreement:

SECTION I:

1. **Service Implementation Plan**:

Following services shall be provide	
Response time –onsite critical components All alarms signals and supervisory signals (See additional notes)	Within 2 hr. (For alarm condition)
Response time –onsite for non-emergency (All troubles signals) /(See additional notes)	Within 4-hours, (All troubles signals)
Hours of service	**M-S, 24 hours service**
Fire Alarm System Annual Inspection	**Included**
Fire Elevator Recall Annual Inspection	**Included**
ETL Certificate	**Included**
Logbook	All occurrences of testing, inspection, service. Repairs will be logged.
Emergency service	**Included**
Labor	**Included**
Parts	**Included**
*Monthly Monitoring Service	**Included**

- Excluded from this agreement: Acts of God, fires, power failures or surges, misuse of equipment, improper application of equipment by client, accidental damage to equipment, malicious or unintentional acts of third parties, vandalism, ground faults, water damage, and obsolete parts that are no longer supplied by manufacturer are not covered under this agreement, deficiencies repairs based on the annual reports; response to these calls will be bill to you based in time and material.
- The customer will provide any lifts or ladders over six feet.
- Customer agrees to make available all spaces to the technicians to perform all scheduled inspections.
- OMBS shall have no liability or obligation if covered equipment is altered and / or moved by any
- person, including customer, other than OMBS or a person authorized by it. Re-acceptance test shall be performed, or if necessary, a re-commissioning of the system at customer's expense and billed based on time and material.

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

- OMBS shall perform the work in a skillful, professional, and competent manner, and according to NFPA rules and regulations; and local authorities, contractors shall provide qualified staff persons to administer and executed this contract.

Term of this agreement:

- Duration: this agreement shall remain in effect for an original term of 2 years, after the expiration of the initial Term for successive periods equal to the initial term beginning on the anniversary date of the initial term unless written notice is giving at least (60) days prior of the renewal date.
- Annual agreements can increase up to 12% each year, however, this 2-year agreement will only increase 3% per year.

Investments:

- The customer hereby agrees to pay OMBS Security System, LLC, or its agents assigned, the sum of :
  - **01 Building:** ***$1,395.00 /Monthly*** payable in advance each month for a period of one year from the date of acceptance and payable in advance each month for a period of one year from the date of acceptance. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.
- **Business Hours Service Call Charges:** The sum of one hundred and ten ($110.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs or troubleshooting Monday thru Friday after business hours 9am-5 pm
- **Overtime/ Holiday Hours Service Call Charges:** The sum of one hundred and sixty-five ($165.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs, troubleshooting or emergency calls during weekend and/or observed holidays all day and from midnight the day before.
- Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.

Proposal accepted by:

Proposal approved for OMBS Security System, LLC., by:

Signature

Signature

Print name, Title, Date

Print Name, Date

Note: *Prior to execution of this agreement OMBS Security System, LLC, shall perform a complete visual and function test. Any items found to be non-functional, or in need of repair will be advice in a detailed report to the customer. OMBS Security System would provide the customer with the proposal for such repairs. Until repairs done, this contract will not be in effect.*

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Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

ANNUAL PLATINUM SERVICE CONTRACT

November 10, 2025

This contract, dated _____, 20___ hereinafter referred to as "the contract", by and between **OMBS Security System, LLC,** hereinafter referred to as OMBS and ***"Uleta Community Center"*** located at ***"386 NE 169th St, North Miami Beach, FL 33162"*** the purpose of billing and legal services hereinafter called "the customer" agrees to the following Annual Runner Service Agreement:

SECTION I:

1. **Service Implementation Plan**:

Following services shall be provide	
Response time –onsite critical components All alarms signals and supervisory signals (See additional notes)	Within 2 hr. (For alarm condition)
Response time –onsite for non-emergency (All troubles signals) /(See additional notes)	Within 4-hours, (All troubles signals)
Hours of service	**M-S, 24 hours service**
Fire Alarm System Annual Inspection	**Included**
Fire Elevator Recall Annual Inspection	**Included**
ETL Certificate	**Included**
Logbook	All occurrences of testing, inspection, service. Repairs will be logged.
Emergency service	**Included**
Labor	**Included**
Parts	**Included**
*Monthly Monitoring Service	**Included**

- Excluded from this agreement: Acts of God, fires, power failures or surges, misuse of equipment, improper application of equipment by client, accidental damage to equipment, malicious or unintentional acts of third parties, vandalism, ground faults, water damage, and obsolete parts that are no longer supplied by manufacturer are not covered under this agreement, deficiencies repairs based on the annual reports; response to these calls will be bill to you based in time and material.
- The customer will provide any lifts or ladders over six feet.
- Customer agrees to make available all spaces to the technicians to perform all scheduled inspections.
- OMBS shall have no liability or obligation if covered equipment is altered and / or moved by any
- person, including customer, other than OMBS or a person authorized by it. Re-acceptance test shall be performed, or if necessary, a re-commissioning of the system at customer's expense and billed based on time and material.

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

- OMBS shall perform the work in a skillful, professional, and competent manner, and according to NFPA rules and regulations; and local authorities, contractors shall provide qualified staff persons to administer and executed this contract.

Term of this agreement:

- Duration: this agreement shall remain in effect for an original term of 2 years, after the expiration of the initial Term for successive periods equal to the initial term beginning on the anniversary date of the initial term unless written notice is giving at least (60) days prior of the renewal date.
- Annual agreements can increase up to 12% each year, however, this 2-year agreement will only increase 3% per year.

Investments:

- The customer hereby agrees to pay OMBS Security System, LLC, or its agents assigned, the sum of :
  - **01 Building: *$1,375.00 /Monthly*** payable in advance each month for a period of one year from the date of acceptance and payable in advance each month for a period of one year from the date of acceptance. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.
- **Business Hours Service Call Charges:** The sum of one hundred and ten ($110.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs or troubleshooting Monday thru Friday after business hours 9am-5 pm
- **Overtime/ Holiday Hours Service Call Charges:** The sum of one hundred and sixty-five ($165.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs, troubleshooting or emergency calls during weekend and/or observed holidays all day and from midnight the day before.
- Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.

Proposal accepted by:

Proposal approved for OMBS Security System, LLC., by:

Signature

Signature

Print name, Title, Date

Print Name, Date

Note: *Prior to execution of this agreement OMBS Security System, LLC, shall perform a complete visual and function test. Any items found to be non-functional, or in need of repair will be advice in a detailed report to the customer. OMBS Security System would provide the customer with the proposal for such repairs. Until repairs done, this contract will not be in effect.*

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

ANNUAL PLATINUM SERVICE CONTRACT

November 10, 2025

This contract, dated _____, 20___ hereinafter referred to as "the contract", by and between **OMBS Security System, LLC,** hereinafter referred to as OMBS and ***"North Miami Beach City Hall "*** located at ***"17011 NE 19th Ave, North Miami Beach, FL 33162"*** the purpose of billing and legal services hereinafter called "the customer" agrees to the following Annual Runner Service Agreement:

SECTION I:

1. **Service Implementation Plan**:

Following services shall be provide	
Response time –onsite critical components All alarms signals and supervisory signals (See additional notes)	Within 2 hr. (For alarm condition)
Response time –onsite for non-emergency (All troubles signals) /(See additional notes)	Within 4-hours, (All troubles signals)
Hours of service	**M-S, 24 hours service**
Fire Alarm System Annual Inspection	**Included**
Fire Elevator Recall Annual Inspection	**Included**
ETL Certificate	**Included**
Logbook	All occurrences of testing, inspection, service. Repairs will be logged.
Emergency service	**Included**
Labor	**Included**
Parts	**Included**
*Monthly Monitoring Service	**Included**

- Excluded from this agreement: Acts of God, fires, power failures or surges, misuse of equipment, improper application of equipment by client, accidental damage to equipment, malicious or unintentional acts of third parties, vandalism, ground faults, water damage, and obsolete parts that are no longer supplied by manufacturer are not covered under this agreement, deficiencies repairs based on the annual reports; response to these calls will be bill to you based in time and material.
- The customer will provide any lifts or ladders over six feet.
- Customer agrees to make available all spaces to the technicians to perform all scheduled inspections.
- OMBS shall have no liability or obligation if covered equipment is altered and / or moved by any
- person, including customer, other than OMBS or a person authorized by it. Re-acceptance test shall be performed, or if necessary, a re-commissioning of the system at customer's expense and billed based on time and material.

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Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

- OMBS shall perform the work in a skillful, professional, and competent manner, and according to NFPA rules and regulations; and local authorities, contractors shall provide qualified staff persons to administer and executed this contract.

Term of this agreement:

- Duration: this agreement shall remain in effect for an original term of 2 years, after the expiration of the initial Term for successive periods equal to the initial term beginning on the anniversary date of the initial term unless written notice is giving at least (60) days prior of the renewal date.
- Annual agreements can increase up to 12% each year, however, this 2-year agreement will only increase 3% per year.

Investments:

- The customer hereby agrees to pay OMBS Security System, LLC, or its agents assigned, the sum of :
  - **01 Building:** ***$4'275.00 /Monthly*** payable in advance each month for a period of one year from the date of acceptance and payable in advance each month for a period of one year from the date of acceptance. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.
- **Business Hours Service Call Charges:** The sum of one hundred and ten ($110.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs or troubleshooting Monday thru Friday after business hours 9am-5 pm
- **Overtime/ Holiday Hours Service Call Charges:** The sum of one hundred and sixty-five ($165.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs, troubleshooting or emergency calls during weekend and/or observed holidays all day and from midnight the day before.
- Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.

Proposal accepted by:

Proposal approved for OMBS Security System, LLC., by:

Signature

Signature

Print name, Title, Date

Print Name, Date

Note: *Prior to execution of this agreement OMBS Security System, LLC, shall perform a complete visual and function test. Any items found to be non-functional, or in need of repair will be advice in a detailed report to the customer. OMBS Security System would provide the customer with the proposal for such repairs. Until repairs done, this contract will not be in effect.*

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

ANNUAL PLATINUM SERVICE CONTRACT

November 10, 2025

This contract, dated _____, 20___ hereinafter referred to as "the contract", by and between **OMBS Security System, LLC,** hereinafter referred to as OMBS and ***"North Miami Beach Police Department"*** located at ***"16901 NE 19th Ave, North Miami Beach, FL 33162"*** the purpose of billing and legal services hereinafter called "the customer" agrees to the following Annual Runner Service Agreement:

SECTION I:

1. **Service Implementation Plan**:

Following services shall be provide	
Response time –onsite critical components All alarms signals and supervisory signals (See additional notes)	Within 2 hr. (For alarm condition)
Response time –onsite for non-emergency (All troubles signals) /(See additional notes)	Within 4-hours, (All troubles signals)
Hours of service	**M-S, 24 hours service**
Fire Alarm System Annual Inspection	**Included**
Fire Elevator Recall Annual Inspection	**Included**
ETL Certificate	**Included**
Logbook	All occurrences of testing, inspection, service. Repairs will be logged.
Emergency service	**Included**
Labor	**Included**
Parts	**Included**
*Monthly Monitoring Service	**Included**

- Excluded from this agreement: Acts of God, fires, power failures or surges, misuse of equipment, improper application of equipment by client, accidental damage to equipment, malicious or unintentional acts of third parties, vandalism, ground faults, water damage, and obsolete parts that are no longer supplied by manufacturer are not covered under this agreement, deficiencies repairs based on the annual reports; response to these calls will be bill to you based in time and material.
- The customer will provide any lifts or ladders over six feet.
- Customer agrees to make available all spaces to the technicians to perform all scheduled inspections.
- OMBS shall have no liability or obligation if covered equipment is altered and / or moved by any
- person, including customer, other than OMBS or a person authorized by it. Re-acceptance test shall be performed, or if necessary, a re-commissioning of the system at customer's expense and billed based on time and material.

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

- OMBS shall perform the work in a skillful, professional, and competent manner, and according to NFPA rules and regulations; and local authorities, contractors shall provide qualified staff persons to administer and executed this contract.

Term of this agreement:

- Duration: this agreement shall remain in effect for an original term of 2 years, after the expiration of the initial Term for successive periods equal to the initial term beginning on the anniversary date of the initial term unless written notice is giving at least (60) days prior of the renewal date.
- Annual agreements can increase up to 12% each year, however, this 2-year agreement will only increase 3% per year.

Investments:

- The customer hereby agrees to pay OMBS Security System, LLC, or its agents assigned, the sum of :
  - **01 Building: *$1,975.00 /Monthly*** payable in advance each month for a period of one year from the date of acceptance and payable in advance each month for a period of one year from the date of acceptance. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.
- **Business Hours Service Call Charges:** The sum of one hundred and ten ($110.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs or troubleshooting Monday thru Friday after business hours 9am-5 pm
- **Overtime/ Holiday Hours Service Call Charges:** The sum of one hundred and sixty-five ($165.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs, troubleshooting or emergency calls during weekend and/or observed holidays all day and from midnight the day before.
- Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.

Proposal accepted by:

Proposal approved for OMBS Security System, LLC., by:

Signature

Signature

Print name, Title, Date

Print Name, Date

Note: *Prior to execution of this agreement OMBS Security System, LLC, shall perform a complete visual and function test. Any items found to be non-functional, or in need of repair will be advice in a detailed report to the customer. OMBS Security System would provide the customer with the proposal for such repairs. Until repairs done, this contract will not be in effect.*

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

ANNUAL PLATINUM SERVICE CONTRACT

November 10, 2025

This contract, dated _____, 20___ hereinafter referred to as "the contract", by and between **OMBS Security System, LLC,** hereinafter referred to as OMBS and ***"Allen De Leonardo Youth Center (Allen Park)"*** located at ***"1770 NE 162nd St, North Miami Beach, FL 33162"*** the purpose of billing and legal services hereinafter called "the customer" agrees to the following Annual Runner Service Agreement:

SECTION I:

1. **Service Implementation Plan**:

Following services shall be provide	
Response time –onsite critical components All alarms signals and supervisory signals (See additional notes)	Within 2 hr. (For alarm condition)
Response time –onsite for non-emergency (All troubles signals) /(See additional notes)	Within 4-hours, (All troubles signals)
Hours of service	**M-S, 24 hours service**
Fire Alarm System Annual Inspection	**Included**
Fire Elevator Recall Annual Inspection	**Included**
ETL Certificate	**Included**
Logbook	All occurrences of testing, inspection, service. Repairs will be logged.
Emergency service	**Included**
Labor	**Included**
Parts	**Included**
*Monthly Monitoring Service	**Included**

- Excluded from this agreement: Acts of God, fires, power failures or surges, misuse of equipment, improper application of equipment by client, accidental damage to equipment, malicious or unintentional acts of third parties, vandalism, ground faults, water damage, and obsolete parts that are no longer supplied by manufacturer are not covered under this agreement, deficiencies repairs based on the annual reports; response to these calls will be bill to you based in time and material.
- The customer will provide any lifts or ladders over six feet.
- Customer agrees to make available all spaces to the technicians to perform all scheduled inspections.
- OMBS shall have no liability or obligation if covered equipment is altered and / or moved by any
- person, including customer, other than OMBS or a person authorized by it. Re-acceptance test shall be performed, or if necessary, a re-commissioning of the system at customer's expense and billed based on time and material.

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

- OMBS shall perform the work in a skillful, professional, and competent manner, and according to NFPA rules and regulations; and local authorities, contractors shall provide qualified staff persons to administer and executed this contract.

Term of this agreement:

- Duration: this agreement shall remain in effect for an original term of 2 years, after the expiration of the initial Term for successive periods equal to the initial term beginning on the anniversary date of the initial term unless written notice is giving at least (60) days prior of the renewal date.
- Annual agreements can increase up to 12% each year, however, this 2-year agreement will only increase 3% per year.

Investments:

- The customer hereby agrees to pay OMBS Security System, LLC, or its agents assigned, the sum of :
  - **01 Building: *$1,085.00 /Monthly*** payable in advance each month for a period of one year from the date of acceptance and payable in advance each month for a period of one year from the date of acceptance. Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.
- **Business Hours Service Call Charges:** The sum of one hundred and ten ($110.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs or troubleshooting Monday thru Friday after business hours 9am-5 pm
- **Overtime/ Holiday Hours Service Call Charges:** The sum of one hundred and sixty-five ($165.00) dollars per hour with a minimum of two hours in addition to material costs for any repairs, troubleshooting or emergency calls during weekend and/or observed holidays all day and from midnight the day before.
- Late fees of (1.5%) per month shall be incurred on all past due invoices. Invoices are considered past due if the monthly fee is not received within 30 days from the date of invoice.

Proposal accepted by:

Proposal approved for OMBS Security System, LLC., by:

Signature

Signature

Print name, Title, Date

Print Name, Date

Note: *Prior to execution of this agreement OMBS Security System, LLC, shall perform a complete visual and function test. Any items found to be non-functional, or in need of repair will be advice in a detailed report to the customer. OMBS Security System would provide the customer with the proposal for such repairs. Until repairs done, this contract will not be in effect.*

1480 NE 131 ST SUITE 107 NORTH MIAMI, FL. 33161
Phone 305-947-6679 Fax 305-947-6691
LIC. # E.C.13004480 FPC-14000056

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-54 Approving a Purchase Order for Roadway Improvement Services Through Piggyback Contracts with Metro Express Inc. (Sponsored by City Manager)

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 PURCHASE ORDERS FOR ROADWAY IMPROVEMENT SERVICES THROUGH PIGGYBACK CONTRACTS WITH METRO EXPRESS, INC.; IN AN ANNUAL AMOUNT BUDGETED AMOUNT NOT TO EXCEED $500,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the City's Public Works Department is responsible for maintaining the safety, accessibility, and functionality of the City's streets, sidewalks, curbs, and other public infrastructure, and requires ongoing roadway and infrastructure improvements to ensure reliable transportation, support public safety, and enhance the quality of life for residents and businesses; and

WHEREAS, Metro Express, Inc. provides roadway and infrastructure improvement services, offering the experience, equipment, and resources necessary to support the City's operational needs and industry standards for quality and performance; and

WHEREAS, The piggyback contracts with Metro Express, Inc. anticipated to meet the City's needs are outlined as follows:

Lead Agency	Contract Number	Contract Term	Renewal Option
Town of Cutler Bay	25-01	Through 06/22/2028	Three One-Year Renewals through 06/22/2031
City of Dania Beach	24-021	Through 09/30/2027	

WHEREAS, over the next two years, the City's Public Works Department intends to utilize these contracts to facilitate roadway, sidewalk, and related infrastructure improvements in various communities within the City; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditure above this

amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve Purchase Orders through the Piggyback Contracts in an annual amount not to exceed $500,000.00 to purchase Roadway Improvement Services for the Public Works Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to issue Purchase Orders through the Piggyback Contracts in an annual amount not to exceed $500,000.00 for Roadway Improvement Services with Metro Express, 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 Contracts with Metro Express, Inc. in substantially the form attached as Exhibit "A", for an annual amount not to exceed $500,000.00 to purchase Roadway Improvement Services for the Public Works 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 **21st day of April 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: April 21, 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 and Authorizing Purchase Orders through Piggyback Contracts for Roadway Improvement Services through Piggyback Contracts with Metro Express, Inc. in an Annual Not to Exceed $500,000.00

Background

The City of North Miami Beach Public Works Department is responsible for maintaining the safety, accessibility, and functionality of the City's streets, sidewalks, curbs, and other public infrastructure. Ongoing roadway and infrastructure improvements are essential to ensure reliable transportation, support public safety, and enhance the quality of life for residents and businesses. Proper maintenance and timely improvements help extend the life of public infrastructure, reduce hazards, and promote efficient mobility throughout the community.

The City intends to utilize existing piggyback contracts with Metro Express, Inc., to procure these services. The applicable contracts include the Town of Cutler Bay Contract No. 25-01, effective through June 22, 2028, with three one-year renewal options through June 22, 2031, and the City of Dania Beach Contract No. 24-021, effective through September 30, 2027. Utilizing these piggyback agreements allows the City to access competitively awarded pricing and terms, ensuring efficiency and compliance with procurement policies.

Over the next two years, the Public Works Department intends to utilize these contracts to facilitate roadway and sidewalk improvements citywide, including but not limited to the following communities Oak Grove, Pickwick, Sunray East, Sunray West, and Pan Uleta.

Metro Express, Inc. provides roadway and infrastructure improvement services, offering the experience, equipment, and resources necessary to meet the City's operational needs while adhering to industry standards for quality and performance.

Recommendation

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Orders with Metro Express, Inc. in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting Purchase Orders for the allocated amount of $500,000.00 as approved in the adopted FY26 budget appropriation.

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: Public Works
Primary Contact Name: Gregory Christian
Primary Contact E-mail: Gregory.christian@citynmb.com
Secondary Contact Name: Shashanka Erravalli
Secondary Contact E-mail: Shashanka.erravalli@citynmb.com
Department Phone: 305-948-2901
Department Fax: _____

Company Name: Metro Express Inc
Contact Name: Angel Fernandez
Company Address: 8504 Nw 66th St
Miami, FL 33166
Company Phone: 305-517-3040
Company E-mail: angel@metroexpresscorp.com
Vendor Registration #: 516634

Piggyback Contract Details

Cooperative ☐ / Public Entity ☑

1. **Contract Title:** Dania Beach ITB No.24-021 & Cutler Bay ITB No. 25-01

   a. **Awarding Agency** City of Dania Beach & City of Cutler Bay **b. Contract / Solicitation #** ITB No.24-021/ITB No. 25-01

   c. **Solicitation included? Yes** ❑ **Awarded Letter included? Yes** ❑ **Proposal/Quote from Company included? Yes** ❑

2. **Description of the Scope of Service of This Contract:** _____

3. **Total Value of Contract: $** 500,000

4. **Account Number(s): FY** 26 39971-572630 / 104220-552347 **FY** 26 399860-539630 / 010820-541347
   FY26 104220-552630 FY26 104220-552650

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? **Yes** ■ **No** ❑

6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? **Yes** ❑ **No** ■

7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? **Yes** ☐ **No** ■ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ **Solicitation** ❑ **Award Letter/Executed Contract** ■

Proposal/Quote ■ **Renewal Letter** ❑ **Risk Manager Approved Insurance Certificate** ■

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

8. **Provide details (expiration dates, special requirements, etc).** _____

9. **Will this require matching funds? Yes** ❑ **No** ❑

10. **Grant source?** _____ **Grant (dollar) amount?** _____

11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

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

	Approved	Date
Form Prepared By:	Sheenaqua Jeanlouis	4/6/2026
Department Director:		Apr 8, 2026
Finance Director:		
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

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

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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

PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Kerlyne McHenry
Director

Public Works
Title/Department

Signature

Apr 8, 2026
Date

RE: Milling and resurfacing, along with sidewalk repairs.

Fiscal Amount not to Exceed: $500,000

Vendor # 516634

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

•399710-572630• 399860-539630• 010820-541347• 104220-552347• 104220-552630• 104220-552650

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.

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND METRO EXPRESS, INC., A FLORIDA CORPORATION, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID ("ITB") NO. 24-021.

This is an Agreement ("Agreement") dated October 21, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Metro Express, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 9390 Northwest 109 Street, Medley, Florida 33178.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. **Scope of Services.** The Contractor agrees to provide construction services ("Services" or "Work") associated with the City's Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit "A", This reference to Exhibit A also includes all addendums and technical specifications.

   This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in 'Exhibit "A". The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

   PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor's response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor's response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor's response. The Services and Costs are identified and described in the Contractor's Bid Form, as Exhibit "B" which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.

4. CONTROL OF THE WORK (PUSH BUTTON). Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.

5. Maintenance of Traffic. When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

6. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

b. Claims based upon negligence or any tort arising out of this Agreement;

c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

9. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

Elora Riera, MMC
Digitally signed by Elora Riera, MMC
Date: 2024.10.21 08:51:34 -04'00'

ELORA RIERA, MMC
CITY CLERK

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Eve A. Boutsis
Digitally signed by Eve A. Boutsis
Date: 2024.10.18 16:51:00 -04'00'

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

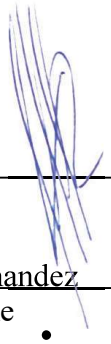
Archibald J. Ryan, IV
Digitally signed by Archibald J. Ryan, IV
Date: 2024.10.21 08:51:13 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

Ana M. Garcia, ICMA-CM
Digitally signed by Ana M. Garcia, ICMA-CM
Date: 2024.10.21 08:50:51 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:



Signature

Angel Fernandez
PRINT Name



Signature

Bianca Trasobares
PRINT Name

CONTRACTOR:
METRO EXPRESS, INC. a Florida corporation



Signature

Delio Trasobares
PRINT Name

President
Title

Dated: October, 17, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on 17, 2024 by Delio Trasobares, as President of Metro Express, Inc., a Florida corporation. He/she is personally known to me or has produced DL as identification.



Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT 'B'

BID FORM

Failure to submit Appendix B, BID FORM, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated.

METRO EXPRESS INC

ITB#24-021

Item	Description	U / M	Unit Cost
CONCRETE CURBING/SIDEWALK CONSTRUCTION - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	$ 6.00
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	$ 8.00
3	Construct 4" Concrete Sidewalk	SF	$ 6.00
4	Remove and Replace 6" Concrete Sidewalk	SF	$ 7.50
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	$ 9.50
6	Remove and Replace 24"-30" Curb & Gutter	LF	$ 35.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	$ 38.00
8	Remove and Replace 6" Concrete Curb	LF	$ 35.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	$ 35.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	$ 38.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	$ 35.00
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	$ 400.00
13	Surface Applied ADA Mats Yellow/Gray	EA	$ 400.00
14	Construct 4" Concrete Sidewalk	SF	$ 6.00
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	$ 8.00
16	Construct 6" Concrete Sidewalk	SF	$ 7.50
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	$ 9.50

	the work		
18	Construct 18" Concrete Curb & Gutter	LF	$ 35.00
19	Construct 24" Concrete Curb & Gutter	LF	$ 35.00
20	Construct 30" Concrete Curb & Gutter	LF	$ 35.00
21	Construct 6" Concrete Curb	LF	$ 35.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	$ 2,500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	$ 20.00
24	Addition of Dania Beach Red Coloring Mixture	CY	$ 80.00
25	Pavement Restoration	SF	$ 10.00
26	Furnish and Install New Pavers	SF	$ 25.00
27	Remove and Reset Existing Pavers	SF	$ 20.00
28	Remove and Replace Existing Pavers	SF	$ 25.00
29	Remove Existing Pavers	SF	$ 7.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	$ 3.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	$ 35.00
32	Furnish and Install 1" Meter Box	EA	$ 350.00
33	Furnish and Install 1 .5" Meter Box	EA	$ 450.00
34	Furnish and Install 2" Meter Box	EA	$ 600.00
35	Furnish and Install 3" Meter Box	EA	$ 800.00
36	Furnish and Install Sewer Clean Out Box	EA	$ 800.00
37	Furnish and Install Electrical/Street Lighting Box	EA	$ 900.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	$ 150.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	$ 150.00
40	Remove and Re-install hand-Rails	EA	$ 800.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	~~EA~~ LF	$ 300.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	$ 300.00
43	Remove and Reset Existing Fences	LF	$ 100.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost

MILLING & RESURFACING OF ASPHALT CONCRETE – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.

44	Rework Limerock Base +/- 3 inches	CY	$ 25.00
45	Remove and replace 8 inch Limerock base	CY	$ 45.00
46	New Limerock 8 inch base	CY	$ 45.00
47	FDOT Type S III - Asphalt Concrete	TN	$ 200.00
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	$ 200.00
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	$ 200.00
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	$ 200.00
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	$ 200.00
52	Adjust Valve Boxes	EA	$ 250.00
53	Adjust Manhole	EA	$ 300.00
54	Replace Manhole Rim and Cover	EA	$ 1,600.00
55	Replace Valve Box Cover/Riser	EA	$ 800.00
56	Replace Traffic Loops	EA	$ 5,000.00
57	Milling Existing Asphalt Concrete – 1" Cut	SY	$ 3.00
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	$ 4.00
59	Milling Existing Asphalt Concrete – 2" Cut	SY	$ 5.00
60	Milling Existing Asphalt Concrete – 3" Cut	SY	$ 6.50
61	Milling Existing Asphalt Concrete – 4" Cut	SY	$ 6.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF CITY STREETS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	$ 1.75
63	Paint 4" Solid Yellow/White	LF	$ 1.25
64	Thermoplastic 6" Solid White/Yellow	LF	$ 2.50
65	Paint 6" Solid Yellow/White	LF	$ 2.00
66	Thermoplastic 8" Solid White/Yellow	LF	$ 2.75
67	Paint 8" Solid Yellow/White	LF	$ 2.25
68	Thermoplastic 12" Solid White/Yellow	LF	$ 4.25
69	Paint 12" Solid Yellow/White	LF	$ 3.75
70	Thermoplastic 18" Solid White/Yellow	LF	$ 4.50
71	Paint 18" Solid Yellow/White	LF	$ 4.00
72	Thermoplastic 24" Solid White/Yellow	LF	$ 6.00
73	Paint 24" Solid Yellow/White	LF	$ 5.00
74	RPMs (Road Reflector)	EA	$ 8.00
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	$ 400.00
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	$ 250.00
77	Thermoplastic Handicap Logo & Blue Stripe	EA	$ 800.00
78	Paint Handicap Logo & Blue Stripe	EA	$ 600.00
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	$ 20.00
80	Paint Bicycle Pavement Marking	EA	$ 300.00
81	Thermoplastic Bicycle Pavement Marking	EA	$ 800.00
82	Thermoplastic Messages (Bus/School)	EA	$ 800.00
83	Paint Messages	EA	$ 300.00
84	Installation of New Traffic Sign	EA	$ 650.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF PARKING LOTS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	$ 4.25
86	Stop Bars (12" Wide) White Paint	LF	$ 3.75
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	$ 400.00
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	$ 250.00
89	Thermoplastic Cross Hatching (12")	LF	$ 4.25
90	Cross Hatching (12") White Paint	LF	$ 3.75
91	Thermoplastic Handicap Logo & Blue Stripe	EA	$ 800.00
92	Paint Handicap Logo & Blue Stripe	EA	$ 600.00
93	Thermoplastic Disable Cross Hatching (4")	EA	$ 600.00
94	Disable Cross Hatching (4") Paint	EA	$ 300.00
95	Furnish and Install Wheel Stop	EA	$ 130.00
96	Remove and Replace Wheel Stop	EA	$ 130.00
97	Installation of New Traffic Sign	EA	$ 650.00

Item	Description	U / M	Unit Cost
PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	$ 20.00
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	$ 20.00
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	$ 20.00
101	Permanent Green Paint Above 50,000 square feet of Work	SF	$ 20.00
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	$ 20.00
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	$ 20.00
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	$ 20.00
105	Permanent Red Paint Above 50,000 square feet of Work	SF	$ 20.00
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	$ 20.00
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	$ 20.00
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	$ 20.00
109	Permanent Other Paint Above 50,000 square feet of Work	SF	$ 20.00
110	Standard Paint Up to 10,000 square feet of Work	SF	$ 20.00
111	Standard Paint 10,000 to 25,000 square feet of work	SF	$ 20.00
112	Standard Paint 25,000 to 50,000 square feet of work	SF	$ 20.00
113	Standard Paint Above 50,000 square feet of Work	SF	$ 20.00
114	Edge Line Marking	SF	$ 20.00
115	Standard Sharrow Symbol	EA	$ 600.00

CONTINUED ON THE FOLLOWING PAGE.

116	Green Sharrow Symbol	EA	$ 600.00
117	Bike-only Lane Symbol	EA	$ 600.00
118	Bicycle Detector Symbol	EA	$ 600.00

Item	Description	U / M	Unit Cost
LANE DELINEATORS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	$ 900.00
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	$ 900.00

END OF BID FORM.

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this 23rd day of June, 2025 (the "Effective Date") by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, (the "Town"), and **METRO EXPRESS, INC.,** a **CORPORATION** (the "Contractor").

WHEREAS, the Town issued Invitation to Bid No. 25-01 (the "ITB") for construction of **MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS (**the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by [insert name of consultant] dated [insert date] (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. <u>Records.</u>

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment, unless waived by the Town. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. All work orders will be substantially completed, as determined by the Town, within the date specified in the Notice(s) to Proceed. The work shall commence within thirty (30) days issuance of the Notice(s) to Proceed. The work shall be completed and ready for final payment in accordance with the project plans and/or specifications. The final completion date is defined by the date determined by the Town when all work, including punch list items, has been completed in accordance with the contract documents and Contractor has delivered to Town all documentation required herein. The Town may allow extended daily working hours and work on weekends if requested by Contractor with advanced notice and approved by the Town in writing.

2.2. The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **five hundred dollars ($500.00)** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **one thousand dollars ($1,000.00)** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount that will be determined on a work order basis for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items if requested. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to

require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before thirty (30) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within thirty (30) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, that is to be determined (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state, and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Contract Documents, excluding this Base Agreement; and

4.4.4. Fourth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Contract or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

5.3. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to

cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the

date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the

Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that

it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Council relative to the Project; and (iii) Town Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town 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, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. State Required Affidavits. By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

10.14.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.14.2. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

10.14.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.14.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.14.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes,

and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town

in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MAURICIO MELINU, TOWN CLERK, 10720 CARIBBEAN BLVD SUITE 110, CUTLER BAY, FL 33189, MMELINU@CUTLERBAY-FL.GOV.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600

Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (the "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Town shall select this box:☐.

11.8. DBE Contract Assurance.

11.8.1. The Town affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.8.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.

11.9. Scrutinized Companies.

11.9.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

11.9.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.9.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.9.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF CUTLER BAY

By: Rafael Casals (Jun 23, 2025 16:19 EDT)
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Town Resolution No.: 25-40

Attest:

By:
Mauricio Melinu, CMC
Town Clerk

Approved as to form and legal sufficiency:

By: Mitch Bierman (Jun 23, 2025 17:14 EDT)
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:
Town of Cutler Bay
Attn: Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
305-234-4262 (telephone)
305-234-4251 (fax)
RCasals@cutlerbay-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Mitchell Bierman, Esq.
Town Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
mbierman@wsh-law.com (email)

Signature: Tarik Rahmani

Email: tarik.rahmani@citynmb.com

Signature:

Email: andrew.plotkin@citynmb.com

CONTRACTOR

By: Delio Trasobares (Jul 2, 2025 09:54 EDT)

Name: Delio

Title: trasobares

Entity: Metro Express Inc

Addresses for Notice:
9390 NW 109th ST
Medley fl 33178
Delio Trasobares
President
305-885-1330 (telephone)
info@metroexpresscorp.com (email)

With a copy to:
9390 NW 109th ST
Medley, FL 33178
Angel Fernandez
Project Manager
305-885-1330 (telephone)
angel@metroexpresscorp.com (email)

Signature: Shereece Depusoir

Email: shereece.george@citynmb.com

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-55 Authorizing a Change Order to the Contract with Trihedral Inc. for the Purchase of Scada Software Configuration and Integration Services (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Exhibit A

RESOLUTION NO. 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TRIHEDRAL, INC., INCREASING THE ESTIMATED EXPENDITURE BY $24,850.00, FOR THE PURCHASE OF SCADA SOFTWARE CONFIGURATION AND INTEGRATION 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; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, City of West Palm Beach awarded Contract 14533 "Upgrade, Conversion and Maintenance of City-Wide SCADA System" to Trihedral, Inc. *("Trihedral")* for a one-year term effective July 21, 2016, with optional annual renewals ("Piggyback Contract") which has been renewed through December 31, 2026; and

WHEREAS, an estimated budgeted amount of $214,670.00 was previously approved by the City Commission via Resolution No. R2025-93 for the purchase of Supervisory Control and Data Acquisition (SCADA) software configuration and integration services as part of the SCADA Rehabilitation Project, which supports the modernization and enhanced functionality of the City's water and wastewater control systems; and

WHEREAS, the North Miami Beach Water Department requires additional support services, including the development, installation, and commissioning of new tags and graphical interface pages to enable remote monitoring of sixty-three (63) grinder stations, which were not included in the original scope of services, resulting in an additional cost of $24,850.00; and

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

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Trihedral to increase the previously approved expenditure by $24,850.00, thereby increasing the contract total expenditure to an amount not to exceed $239,520.00; 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 Change Order to the

previously approved contract with Trihedral to increase the previously approved expenditure by $24,850.00, thereby increasing the total annual expenditure to an amount not to exceed $239,520.00 for the purchase of SCADA Software Configuration and Integration Services.

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

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

Section 2. The Change Order in substantially the form attached as Exhibit "A" to the previously approved Contract with Trihedral, Inc.to increase expenditure by $24,850.00 thereby increasing expenditure to an amount not to exceed $239,520.00 for the purchase of SCADA Software Configuration and Integration Services, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to execute the Piggyback Agreement and do all things necessary to effectuate this Resolution.

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

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

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

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

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of April 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

SUBJECT: Motion to approve the change order to increase the Purchase Order issued to Trihedral Inc. by $24,849 to add the grinder stations to the SCADA project and to adjust the final completion date from 39 to 44 weeks.

BACKGROUND OF ITEM:

NMB Water is in the process of updating its SCADA system for the Water Plant and Wastewater System communications. The addition of these 63 grinder stations to the SCADA system completes the overall SCADA for the existing critical infrastructure of the Utility. This scope of work was not a part of the original contract of Trihedral.

This proposal includes the development, installation and commissioning of new tags and graphics pages required to remotely monitor 63 grinder stations for NMB Water. The new tags and graphic pages will be added to the VTScada application being built for the lift stations.

Piggyback contract with the City of West Palm Beach was recently renewed through December 31, 2026, which allows for the extension of the contract with NMB Water.

This proposal will include:

1. Design, coding, and testing of all supplied components
2. Attend regularly scheduled meetings with NMB Water to review the project status
3. Provision of all deliverables as detailed in the proposal

ALTERNATIVES:

Staff strongly recommends this scope of work increase as the alternative is to do nothing and the grinder stations of the City's low pressure sewer system would be left out. 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 Account #	Budgeted Amt.	Available Amt.	New Request Amt.	Remaining Amt.
450910-535631	$2,950,000.00	$2,269,357.87	$24,849.00	$2,244,508.87

ATTACHMENTS:

1. Proposal for change order from Trihedral, Inc. Quote # Q36873-000-001
2. NMB Change order form
3. Piggyback contract extension with the City of West Palm Beach. (Contract no. 14533.012)

EXHIBIT A

(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐ Contract Change Order ☐

Title:	Contract No.: _____ Purchase Order No.:_____
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	***Original Amount***	$
B	Value of Change Orders Previously Approved	$
C	Adjusted Value Prior to this Change Order *(A+B)*	$
D	Cost of Changes in this Change Order	$
E	Adjusted Amount Including this Change *(C+D)*	$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

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

Account Number(s):

Description of Change:

Procurement Notes *(For Procurement Personnel Only):*

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

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

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

RECOMMENDED:

(Project Manager / Preparer)

By:

(Division Approval) (Date)

for HN Pedro Melo 4/6/2026

(Department Director Name)

By: for HN Pedro Melo 4/6/2026

(Department Director Signature) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)

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

Trihedral
A Delta Group Company

VTScada by Trihedral

Trihedral Inc.
7380 W Sand Lake Rd., Suite 100
Orlando, Florida
32819

Phone: 407-888-8203
Fax: 407-888-8213
www.trihedral.com

NMB Water

Grinder Station Additions to SCADA
Quote # Q36873-000-001

Date: Dec. 23, 2025
Delivered to: Ryan Manalo

Rev. #	Revision Details	Issue Date	Prepared By	Reviewed By
0	Original Issue	Dec 23, 2025	V. Smeenk	B. Sinkler
1	Revise Appendix A	Dec 23, 2025	V. Smeenk	B. Sinkler

Template Ref #
US.MAY.14.2024

Internal Ref #
Q36873-001-001.xlsx

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1 Overview

This document presents a fixed price to enhance the NMB Water VTScada system. The prices and time estimates provided are based on information from the following:

- Discussions between Victor Smeenk of Trihedral and Alejandro Martinez of NMB Water
- Grinder Stations list including street addresses provided by NMB Water and included as Appendix A

2 Scope Definition

This proposal includes the development, installation and commissioning of new tags and graphics pages required to remotely monitor 63 grinder stations for NMB Water. The new tags and graphic pages will be added to the VTScada application being built for the lift stations.

A formal scope of work has not been provided to Trihedral by NMB Water. Since the grinder stations are like the existing lift stations, this proposal is based on providing similar functionality to the VTScada-based application to show the 63 grinder stations using standard VTScada tools and features.

The telemetry infrastructure required to collect the grinder station data is the responsibility of others. Data for each grinder station will be read from a single PLC acting as a data concentrator located at the Norwood Water Treatment Plant. The installation and configuration of the data concentrator is the responsibility of others.

2.1 Trihedral Responsibilities

For the pricing provided in this quote, Trihedral will perform the following services:

1. Design, coding, and testing of all supplied components
2. Attend regularly scheduled meetings with NMB Water to review the project status
3. Provision of all deliverables as detailed in section 3 *Deliverables*

2.2 NMB Water Responsibilities

For the pricing provided, it is assumed that NMB Water will perform the following services as part of the project:

1. Provide all necessary information required, such as IP addresses, PLC register addresses, user account credentials, etc.
2. Perform all customer side testing
3. Provide access to NMB Water assets as necessary
4. Provide training for the system end users
5. Update all internal documentation

2.3 Assumptions & Clarifications

The following items are not included in the scope of the project or the price provided by Trihedral:

1. All servers, PLCs and associated hardware and any hardware configuration will be provided by NMB Water.
2. Should any issues arise with any internal plant or city-wide network that relates to the SCADA system, NMB Water shall provide staff knowledgeable with the architecture and ability to make changes to switches, ports, etc.

3 Deliverables

The major deliverables included in the price provided in this document include the following:

1. Design and development of a VTScada application tag database for the 63 grinder stations
2. Design and development of VTScada application display screens for the grinder stations
3. Installation and commissioning of the grinder station tags and graphic pages to the VTSCADA based application on NMB Water redundant servers and thin client workstations
4. On-site training for NMB Water staff responsible for application maintenance

4 Schedule

The table below shows the expected major schedule milestones scheduled from the project start date.

Table 1 - Project Schedule Milestones

Task	Completion Date
Tag Database Configuration	Week 2
Display Screen Development	Week 3
Installation / Commissioning	Week 4
Training	Week 5

The scheduled project start date will be determined after the acceptance of the quotation and the receipt of a formal purchase order for the work. Please note that the terms of this quotation, including any referenced customer agreements or Contract Standards are the exclusive basis of pricing and scheduling. Customer PO terms that differ from that used for quoting are not accepted and will result in delays due to legal review. These delays may be significant in regard to the proposed schedule. Any additional obligations and indemnities that are accepted may result in corresponding price increase. Trihedral schedules work on a first come first served basis and thus the proposed starting and completion dates are subject to change until the receipt of a formal purchase order for the work.

5 Price

The price to provide all materials and services detailed in Section 3 *Deliverables* is **$24,849 (USD)** plus all applicable taxes.

Please note that this price is intended as a firm quotation and all work outlined in this document will be completed for this price.

5.1 Price Breakdown

The following table details the pricing breakdown for the major project deliverables.

Table 2 - Price Breakdown

Item	Task	Units	Qty	$/Unit	Sub-Total
1	Tag Database Configuration	Hr	52.6	$135	$ 7,100
2	Display Screen Development	Hr	52.6	$135	$ 7,100
3	Installation and Commissioning	Hr	73.1	$135	$ 9,874
4	Training	Hr	5.7	$135	$ 775
	Project Total				$ 24,849

Notes on Price Breakdown:
The pricing breakdown is provided to detail the goods and tasks that Trihedral expects to supply and complete in the performance of the specified fixed price work. Being of a fixed price nature, the line items are not allocations available for credit or cost reduction. Correspondingly, the prices shown are not limits on hours subject to cost increases without a material change in specifications. The quote is not divisible without a re-evaluation of all items.

5.2 Additional Services

In addition to the scope of work outlined above, NMB Water may purchase Trihedral's services to complete additional work at an hourly rate of **$135.00 (USD)** plus applicable expenses charged at cost plus an invoicing surcharge of 10%.

6 Terms

Placing a purchase order against this quotation will be deemed as having accepted the terms and conditions as detailed below. Please note that the terms of this quotation, including any referenced customer agreements or Contract Standards are the exclusive basis of pricing and scheduling. Customer PO terms that differ from that used for quoting are not accepted and will result in delays due to legal review. These delays may be significant in regard to the proposed schedule. Any additional obligations and indemnities that are accepted may result in corresponding price increase.

Trihedral has an existing project with NMB Water under Purchase Order 251297 for the iFix Conversion to VTScada. This PO was issued in accordance with the terms, pricing and conditions of the contract Trihedral has with the City of West Palm Beach, Contract # 14533.011, “Agreement for Upgrade, Conversion and Maintenance of City Wide SCADA System”, executed on July 21, 2016, and amended each year since.

The City of North Miami Beach may use this existing contract to facilitate the purchase the services described in this proposal. Electronic copies of the WPB executed contract, relevant amendments, and quote have been provided to NMB Water separately.

6.1 Expiry

This quotation is valid for a period of 30 days from the issue date.

6.2 Billing Schedule

Trihedral will issue NMB Water with invoices for major project milestones with amounts as detailed in section 5 *Price*.

Payment terms are Net 30 Days.

6.3 Engineering and Technical Services Terms and Conditions

Engineering and technical services which are enumerated in section 3 Deliverables, are provided by Trihedral Engineering Limited subject to terms and conditions specified in **Appendix B - Engineering and Technical Services Terms and Conditions (Standard Conditions).**

6.4 Confidentiality

1) During and after the performance of the Services pursuant to Quote, each party shall maintain in confidence all confidential and commercially sensitive information received from the other party in which the disclosing party has a proprietary interest (the Confidential Information), and shall not disclose any such Confidential Information to any third party, other than its own personnel, or use any such Confidential Information for any purpose whatsoever except as contemplated by this Quote. In maintaining the confidentiality of Confidential Information of the other party, each party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.
2) The obligation of confidentiality in the preceding subsection shall not apply to the extent that:
    a) the party subject to the obligation is required by law to disclose information by order or regulation of a governmental agency, a regulatory authority or a court of competent jurisdiction; provided, however, that, if reasonably possible in compliance with such order or regulation, the party subject to such requirement shall not make any such disclosure without first notifying the other party and allowing the other party a reasonable opportunity to seek injunctive relief from, or a protective order with respect to, the obligation to make such disclosure ;

b) the disclosed information was at the time of such disclosure to the party subject to the obligation already in, or thereafter entered, the public domain, other than as a result of actions of the receiving party, its directors, officers, employees or agents in violation hereof;
c) the disclosed information was lawfully known to the party subject to the obligation prior to the date of disclosure to the receiving party;
d) the party subject to the obligation establishes, upon documentation, that such party independently developed the disclosed information without any use of, or reference to, the disclosed information; or,
e) the disclosed information was received by the party subject to the obligation on an unrestricted basis from a source unrelated to any party to this Quote and to the best of the knowledge of the party subject to the obligation, without of a duty of confidentiality owed to the other party.

6.5 Liability of Trihedral

In no event shall the liability of Trihedral to the Customer or any other party extend to consequential or indirect damages.

6.6 Non-Assignability

This Quote may not be assigned or otherwise transferred to another party without the consent in writing of Trihedral.

6.7 Force Majeure

Neither Trihedral nor the Customer will be liable for failure to perform obligations pursuant to this Quote, to the extent that such failure to perform is attributable to unforeseen events which are beyond the reasonable control of the parties, including natural disaster (including fire, flood, blizzard, tornado, windstorm or earthquake), labour disruption (including strike or lockout), war (whether declared or not), riot, terrorist action, and interruption of electrical power or electronic communications services, provided that the party subject to such circumstance gives written notice as soon as possible to the other party, and acts with reasonable diligence to mitigate the effect thereof upon the performance of the Services.

6.8 Binding Agreement

Upon acceptance by the Customer, this Quote shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

6.9 Non-Waiver

The failure the Customer or Trihedral to insist on the strict observance of its rights under this Quote shall not be deemed a waiver of such rights, which shall be determined in accordance with the express provisions of this Quote.

6.10 Severability of Terms

In the event that any provision of this Quote is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Quote and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

6.11 Governing Law and Venue

This Quote shall be interpreted in accordance with and governed by the laws of the State of Florida, and

the Customer attorns to the exclusive jurisdiction of the courts of Florida with respect to the adjudication of any issue concerning this Quote, except to the extent otherwise provided herein.

6.12 Acceptance by Customer

Quotation Accepted By:

Quote #: Q36873-000-001

Print Name: _____

Title: _____

Signature: _____

Date: _____

By: _____ Date: _____
Darvin Williams, City Manager

Appendix A. North Miami Beach Commercial Sewer District Grinder Stations

System	Description	Location	Station Type
GS100	Public Services Administration Building	17050 NE 19 Avenue	
GS101	Peoples Gas	15779 West Dixie Highway	ABS
GS104	NMB Ford	2150 NE 163 Street	ABS
GS105	Dodge Dealership	2198 NE 162 Street	
GS106A	NMB Ford Service	16200 West Dixie Highway	Meyers
GS106B	NMB Ford Body Shop	2120 NE 161 Street	Gould
GS110	V. Dante Warehouse	2158-70 NE 162 Street	ABS
GS112	Franks Machine Shop	2143 NE 161 Street	Enviro 1
GS113	Diannes Apartments (Front)	16150 NE 21 Avenue	Meyers
GS114	Diannes Apartments (Rear)	16150 NE 21 Avenue	Meyers
GS115	Mercedes Shop	16058 NE 21 Street	ABS
GS120	Honda Motorcycle	15660 West Dixie Highway	ABS
GS121	Honda Motorcycle (Old Tom Sawyer Automotive Repair)	15660 West Dixie Highway	
GS123	AAA Radiator Repair	15570 West Dixie Highway	Enviro 1
GS125	Cabinet Shop	15530 West Dixie Highway	Enviro 1
GS126	NMB Paint Sales	15520 West Dixie Highway	ABS
GS127	World Electric	15510 West Dixie Highway	ABS
GS130	Cheers Lounge	15330 West Dixie Highway	ABS
GS131		15320 West Dixie Highway	Enviro 1
GS135	FPL	15900 West Dixie Highway	Meyers
GS136	Alison Group	2090 NE 163 Street	ABS
GS140	Railway Plaza	2250 NE 162 Street	Meyers
GS141	Union Planters Bank	16051 West Dixie Highway	ABS
GS142	Commerce Center #1	15455 West Dixie Highway	Meyers
GS143	Commerce Center #2	15455 West Dixie Highway	Meyers
GS144	Commerce Center #3	15455 West Dixie Highway	Meyers
GS145	Commerce Center #4	15455 West Dixie Highway	Meyers
GS146	Commerce Center #5	15455 West Dixie Highway	Meyers
GS147	ABS Station #1, Pete Santi	2000 NE 154 Street	ABS
GS148	ABS Station #2, Arch Creek Plaza	1970 NE 153 Street	ABS
GS149	ABS Station #3	2025 NE 2025 Street	ABS
GS150	ABS Station #4, Shirley Milgrom, Tr.	15321-15337 West Dixie Highway	ABS
GS151	ABS Station #5, Midtown Towing	2045-2055 NE 154 Street	ABS
GS152	ABS Station #6, American International Storage	16190 NE 21 Avenue	ABS
GS153	ABS Station #7, Off The Wall Sound	2020 NE 153 Street	ABS
GS154	ABS Station #8, Very Bon'l Idea	1924 and 1928 NE 154 Street	ABS

GS155	ABS Station #9	15315 NE 21 Avenue	ABS
GS157	ABS Station #11	15551 West Dixie Highway	ABS
GS159	ABS Station #13, Yellow Taxi	2011 NE 153 Street	ABS
GS160	ABS Station #14, Su-Van, Inc.	2035 NE 153 Street	ABS
GS161	ABS Station #15, Dominix's Electric	2075 NE 154 Street	ABS
GS162	ABS Station #16, Quality Transmissions	1960 NE 153 Street	ABS
GS163	ABS Station #17, Fulton Pest Control	1981 NE 153 Street	ABS
GS164	ABS Station #19, Air Services, Inc.	1961 NE 153 Street	ABS
GS165	ABS Station #20, Marc's Auto Repair	1971 NE 153 Street	ABS
GS167	ABS Station #22, Federal Express	15601 West Dixie Highway	ABS
GS168	ABS Station #23, Great Southern Studios Miami	15221 NE 21 Avenue	ABS
GS169	ABS Station #24, J&M Auto Doctors	15290 West Dixie Highway	ABS
GS170	ABS Station #25, Rembrandts Paint and Body	1900 NE 154 Street	ABS
GS171	ABS Station #26, North Dade Welding	1950 NE 154 Street	ABS
GS172	ABS Station #27, Warehouse for Railway 21	15427-15375 NE 21 Avenue	ABS
GS173	ABS Station #28, City Electric Supply, Inc.	1921-1959 NE 153 Street	ABS
GS174	ABS Station #29, Parsland Corporation	2000 NE 153 Street	ABS
GS175	Allen Park Recreation Center	1770 NE 162 Street	
GS176	ABS Station #31	1840 NE 153 Street	ABS
GS177	ABS Station #32	1910-1915 NE 153 Street	ABS
GS178	ABS Station #33	15540 West Dixie Highway	ABS
GS179		2079 NE 155 Street	
GS180	Operations Center Storage Tank Facility	2101 NE 159 Street	ABS
GS181	ABS Station #34	2083 NE 160 Street	ABS
GS183	Airala Medical Center	2050 NE 163 Street	
GS184	Dixie Storage	15699 West Dixie Highway	
GS185	Store Quest	15555 West Dixie Highway	

Appendix B. Engineering and Technical Services Terms and Conditions (Standard Conditions)

1. Trihedral warrants that it has available adequate and appropriate staff, equipment and facilities to perform the Services, and that the Services will be rendered in a competent and professional manner, subject to the terms and conditions of this Quote.

2. The Customer will support the performance of the Services by:

   (a) fully informing Trihedral to the extent reasonably required to enable the performance of the Services, including provision of functional standards, design criteria, and technical specifications of equipment and systems related to the Quote, and undertakes that Trihedral may rely on the accuracy and completeness of all information provided by the Customer, and any consultants of the Customer;

   (b) reviewing and assessing promptly all reports, documentation, software code performance, recommendations and conclusions communicated by Trihedral, so as to enable the timely performance of the Services by Trihedral;

   (c) making available to Trihedral adequate and timely access to equipment, systems and facilities owned or controlled by the Customer, so as to enable the proper performance of the Services by Trihedral;

   (d) making and communicating promptly to Trihedral such decisions by the Customer as are necessary for the full performance of the Services by Trihedral; and,

   (e) by forthwith giving notice in writing to Trihedral of any claim by a third party alleging infringement of an intellectual property right with respect to the Services or the use of the Services, and by cooperating with Trihedral in the investigation and defence of such claim;

3. Trihedral warrants that the Services will not infringe the rights of any third party with respect to copyright or trade secrets, and Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established with respect to the Services, provided that the Customer has performed completely its covenant in accordance with paragraph 2(e).

4. Trihedral warrants that, to the best of information and belief, the Services will not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights with respect to the Services, and Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Services.

MEMO

WEST PALM BEACH

City Attorney
Received
City of West Palm Beach
Mayor's Office

FEB 04 2026

401 Clematis Street
West Palm Beach FL 33401

To: **Keith A James, Mayor**
From: Melissa P. Anderson, Sr. Asst. City Attorney MP
Date: February 4, 2026
File No: **14533.012**
Dept. 971 Public Utilities
Re: **Trihedral; Amd #12; WTP; VT SCADA; Renewal 12/4/26**

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

☐ Small Purchase	☐ Quotes	☐ Single Source
☒ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐

Procurement No. RFP 13-14-16 Contract Purchasing Agmt. No. *(Master contracts only)*

Contract/Amendment----------

Contract Purchasing Agmt. No. *(Master contracts only)*

Contract Amount: $

Contract term: 1 Year ☐ Renewal available: Contract Expires:

Applicable Program: ☐ Small Business ___% participation ☐ MWBE____%
☐ Living Wage ☐ Local Workforce

WO/WA/CO----------

Amd Amount: $0.00 (Time Only) Est. Expiration Date: December 31, 2026

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Richard Bailes- MIS

To: **Richard Bailes- MIS**

Please forward the fully-signed original contract document to the vendor/contractor.

RECEIVED

FEB 06 2026

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

RG

1 – City original 2 – Department 3 – EEO Office

WEST PALM BEACH

CITY OF WEST PALM BEACH

AMENDMENT NO. 12

Agreement: UPGRADE, CONVERSION AND MAINTENANCE OF CITYWIDE SCADA SYSTEM

Original Agreement Date: July 21, 2016

Contractor: TRIHEDRAL, INC.

Contract No. 14533.012

THIS AMENDMENT No. 12 ("Amendment") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and the Contractor. The parties desire to extend the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term.** This Amendment shall renew the services detailed in Contractor's quote, attached hereto as **Exhibit A** and incorporated herein The term of the Agreement is hereby extended for an additional year and shall now expire December 31, 2026.

2. **Insurance**. Contractor shall maintain insurance coverages in accordance with the Agreement/Contract and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Amendment.

3. **Effect of Amendment**. Except to the extent the Agreement expiration date is modified by this Amendment, the terms and provisions of the Agreement, as previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement, as previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year last executed below.

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____

TRIHEDRAL, INC.

By: _____

Print Name: Barry Baker

Title: President

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
City Clerk

Date: 2-6, 2026

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Trihedral
A Delta Group Company

Quotation

Quote Number	Q36235
Terms	Net 30 Days
Date	11-04-2025
Sales Person	Bryan Sinkler
Valid Until	12-04-2025
Tax Info.	HST# 10538 9035 VAT# 717 1513 55 EIN # 26-0449423

Bill To

Rick Bailes
City of West Palm Beach - FL
PO Box 3506
West Palm Beach, FL 33402
USA

Ship To

Rick Bailes
City of West Palm Beach - FL
PO Box 3506
West Palm Beach, FL 33402
USA

Please allow up to two business days to process your order, and if applicable, include the Trihedral Quote # on your PO.

Copy all PO's to sales@trihedral.com.

S/N 20153 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25
2	1	VTScada 100K - Thin Client - Unlimited - Renewal @15%	$ 12,239.25	$ 12,239.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $85,390.00

Group Totals

Subtotal:	$ 14,308.50
Total:	$ 14,308.50

S/N 20154 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 20155 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 20156 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $13,795.00

Group Totals

Subtotal:	$ 2,069.25
Total:	$ 2,069.25

S/N 51841 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $13,795.00

Group Totals

Subtotal:	$ 2,069.25
Total:	$ 2,069.25

S/N 51842 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 55573 - Disaster Recovery Server - West Palm Beach

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,109.25	$ 1,109.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $7,395.00

Group Totals

Subtotal:	$ 1,109.25
Total:	$ 1,109.25

S/N 55709 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,324.25	$ 2,324.25
2	1	VTScada 100K - Alarm Notification - Renewal @15%	$ 554.25	$ 554.25

Current SupportPlus Expiry Date: December 31, 2025
Proposed SupportPlus Expiry Date: December 31, 2026
License Value for Renewals: $19,190.00

Group Totals

Subtotal:	$ 2,878.50
Total:	$ 2,878.50

Optional 24/7 Emergency Support

#	Qty.	Product	Unit Price	Ext. Price
1	1	24/7 Emergency Support	$ 8,512.50	$ 8,512.50

With the addition of 24/7 Emergency Support to your existing SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTScada software.

It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators.

Emergency Support can only be added to a valid SupportPlus contract and cannot be purchased as a standalone service. The cost of the service is 5% of the calculated software value with a minimum of $1,540.00 per year.

24/7 support is limited to those licenses on which support has been purchased. Licenses comprised of distributed sub-systems affect system loads in a variety of ways and as such require support to be purchased on all connected components.

Group Totals

Subtotal:	$ 8,512.50
Total:	$ 8,512.50

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 34,050.00
Total:	$ 34,050.00

Notes

This quote is governed exclusively by the terms and conditions of Contract 14533 as amended by the parties.

Quotation Accepted By

Quote Number Q36235

Print Name _____

Title _____

Signature _____

Date _____

Consent Agenda
9.10.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-56 Authorizing the City Manager to Accept the Grant Assistance under Miami Dade County Rescue Plan Act (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2026--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT the $500,000 GRANT ASSISTANCE AWARD UNDER THE MIAMI-DADE COUNTY RESCUE PLAN ACT FOR THE WASHINGTON PARK COMMUNITY/RECREATION CENTER PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Project is described as follows:

- **Project Title:** City of North Miami Beach Washington Park Community Center Phase II Construction/ Site Development
- **Total Grant Amount:** $500,000
- **Project Description:** The Project includes the construction of a new 13,000-square-foot community center designed to serve as a hub for recreation, education, and community engagement.

  This phase of redevelopment includes:

  - 76 new parking spaces to improve accessibility
  - A new inclusive playground for children of all ages and abilities
  - Two covered basketball courts
  - A multi-use artificial turf athletic field
  - A new swimming pool and splash pad

  Additional improvements include the abandonment of City-owned right-of-way, relocation of utilities within such right-of-way, and drainage improvements around the project site.

  The community center will include meeting rooms, classrooms, a reception area, kitchen, and restrooms. Site amenities will also include an aquatic facility with splash pad, picnic pavilions, pedestrian pathways, outdoor basketball courts, multi-purpose fields, landscaping, and parking improvements; and

WHEREAS, the total combined investment in Washington Park's Phase I and Phase II improvements is approximately $27,000,000, underscoring the City's commitment to creating a vibrant, sustainable, and inclusive community asset; and

WHEREAS, this grant will further support enhance community safety, recreation, and public health while providing modern facilities for City residents.

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

SECTION 2. The Mayor and City Commission hereby accept the Miami-Dade County Rescue Plan Act grant for $500,000 for the City of North Miami Beach Washington Park Community Center Phase II Construction.

SECTION 3. The City Manager is hereby authorized to accept the grant assistance in the amount of $500,000. The City Manager or designee is hereby authorized to execute all agreements, amendments, and any other documents necessary to receive and administer the grant and to implement the project.

SECTION 4. The City Manager or designee is further authorized to take all administrative actions necessary to carry out the purposes of this Resolution.

SECTION 5. This 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 **26th day of March 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: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-57 Authorizing the City Manager to Accept for Grant Assistance under the Environmental Protection Agency Clean Water State Revolving Fund (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Application
- Award Letter

RESOLUTION NO. R2026--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A FEDERAL GRANT IN THE AMOUNT OF $1,141,038 FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY THROUGH THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING PROGRAM, AS SECURED BY CONGRESSIONAL REPRESENTATIVE FREDERICA WILSON, FOR THE CITY OF NORTH MIAMI BEACH DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 13, 2022, the City of North Miami Beach (the "City") received a Notice of Grant Award from Congressional Representative Frederica Wilson for drainage improvement initiatives; and

WHEREAS, the grant award provides funding in the total amount of **$1,141,038** through the Fiscal Year 2022 Community Project Funding program for Florida's 24th Congressional District, administered by the U.S. Environmental Protection Agency; and

WHEREAS, the City of North Miami Beach Drainage Improvement Project is a critical stormwater infrastructure initiative intended to enhance flood resilience and improve water quality management in vulnerable neighborhoods; and

WHEREAS, the project includes, but is not limited to, drainage improvements within the Highland Village area and along NE 10th Avenue; and

WHEREAS, project components include the installation of new stormwater pipes, including high-density polyethylene pipelines, construction of new manholes, and implementation of enhanced flow control mechanisms to improve system capacity and efficiency; and

WHEREAS, these improvements will reduce localized flooding, protect residential and public infrastructure, improve stormwater conveyance, and support compliance with applicable state and federal regulations; and

WHEREAS, the Mayor and City Commission find that acceptance of this grant and implementation of the project are in the best interest of the City and its residents.

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

SECTION 2. The Mayor and City Commission hereby accept the federal grant in the amount of **$1,141,038** from the U.S. Environmental Protection Agency for the City of North Miami Beach Drainage Improvement Project.

SECTION 3. The City Manager or designee is hereby authorized to execute all agreements, amendments, and any other documents necessary to receive and administer the grant and to implement the project.

SECTION 4. The City Manager or designee is further authorized to take all administrative actions necessary to carry out the purposes of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **26th day of March 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: _____
CITY ATTORNEYS

Sponsored by: Mayor & 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: Lasonya Starlin, Grant Coordinator; Omar Hererra, City Engineer-Staff Augmentation; Todd Teitel, Strategy & Innovation Mgr; Frandley Defilie, Sr. Mgmt. Analyst; Gregory Christian, Engineering & Construction Manager; Shashanka Errvalli, Public Works Project Manager

DATE: March 16, 2026

SUBJECT: Request to Accept EPA Grant – North Miami Beach Drainage Improvement Project

On April 13, 2022, the City of North Miami Beach received a **Notice of Grant Award** from Congressional Representative Fredericka Wilson for the City's drainage improvement initiatives. The award provides **$1,141,038** in funding from the **Florida District 24 Congressional Fiscal Year 2022 Community Project Funding**, administered through the U.S. Environmental Protection Agency (EPA).

Funding Details:

- **Federal Appropriation:** EPA Community Project Funding Grant (2022)
- **Project Name:** City of North Miami Beach Drainage Improvement Project
- **Grant Amount:** $1,141,038

The **City of North Miami Beach Drainage Improvement Project** is a critical stormwater infrastructure initiative aimed at strengthening flood resilience and improving water quality management across vulnerable neighborhoods. This grant will support citywide drainage improvements, with primary focus on:

- **Highland Village Drainage Improvements Project**
- **NE 10th Avenue Drainage Improvements**

Project improvements include:

- Installation of new stormwater pipes, including high-density polyethylene (HDPE) pipelines
- Construction of new manholes
- Enhanced flow control mechanisms to increase system capacity and operational efficiency

These enhancements 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 EPA priorities for climate resilience, community flood protection, and sustainable water infrastructure in historically impacted areas.

Recommendation:
Staff recommend that the Mayor and City Commission approve a resolution to accept the $1,141,038 federal grant for the City of North Miami Beach Drainage Improvement Project and authorize the City Manager or designee to execute all necessary agreements and documents to implement the project.

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:

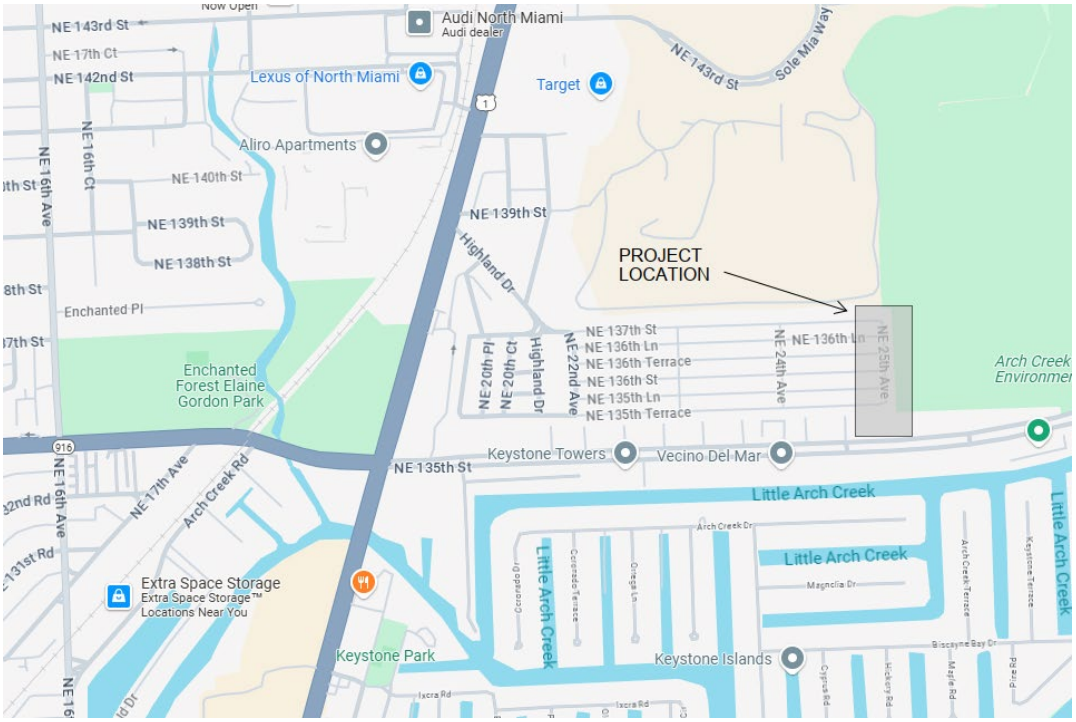
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

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:

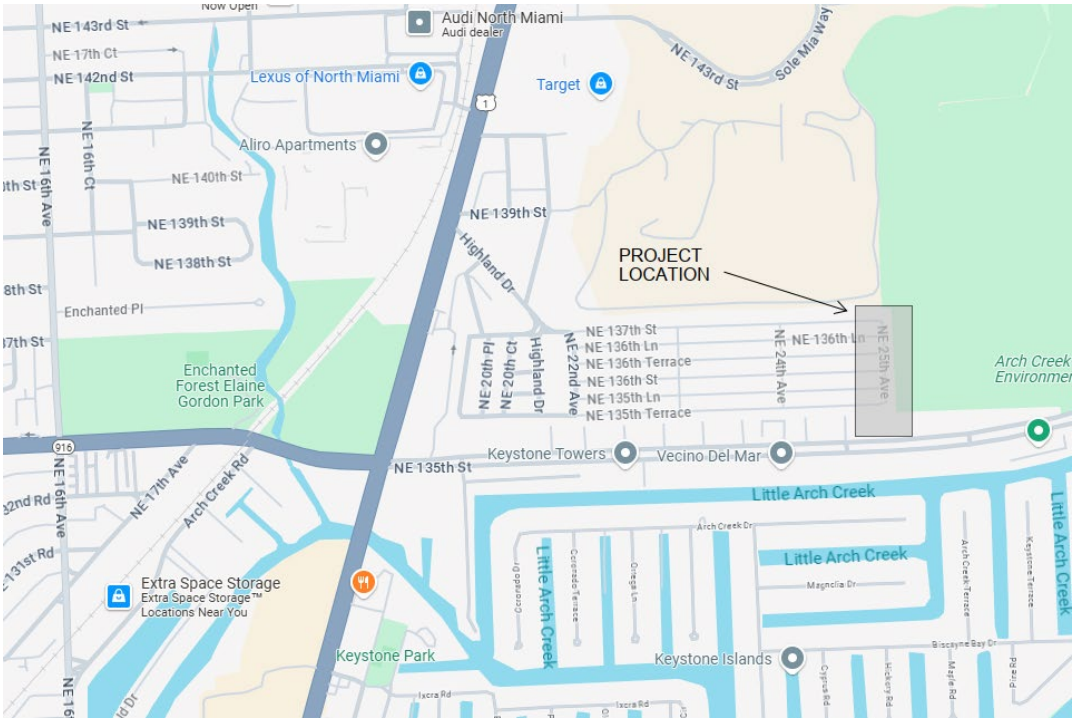
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

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:

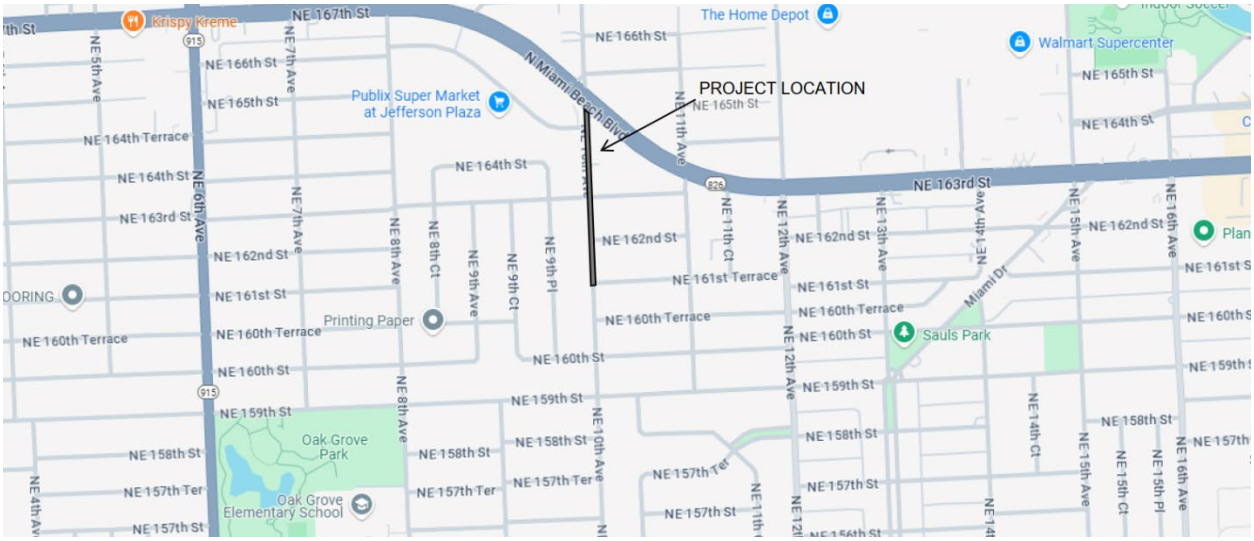
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

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

COMMITTEE ON
EDUCATION AND LABOR
CHAIRWOMAN, SUBCOMMITTEE ON
HIGHER EDUCATION AND WORKFORCE INVESTMENT
SUBCOMMITTEE ON EARLY CHILDHOOD, ELEMENTARY,
AND SECONDARY EDUCATION

COMMITTEE ON
TRANSPORTATION AND INFRASTRUCTURE
SUBCOMMITTEE ON HIGHWAYS AND TRANSIT
SUBCOMMITTEE ON WATER RESOURCES
AND ENVIRONMENT
SUBCOMMITTEE ON RAILROADS, PIPELINES,
AND HAZARDOUS MATERIALS

FREDERICA S. WILSON
CONGRESS OF THE UNITED STATES
24TH DISTRICT, FLORIDA

DEMOCRATIC STEERING AND POLICY COMMITTEE
REPRESENTATIVE, REGION VIII

U.S. COMMISSION ON THE SOCIAL STATUS OF
BLACK MEN AND BOYS
FOUNDER AND CHAIR

CONGRESSIONAL BLACK CAUCUS
SECRETARY

FLORIDA PORTS CAUCUS
FOUNDER AND CHAIR

CAUCUS ON THE U.S. COMMISSION ON THE
SOCIAL STATUS OF BLACK MEN AND BOYS
FOUNDER AND CHAIR

April 13, 2022

Via email Sharon.Ragoonan@citynmb.com
Sharon Ragoonan
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

Dear Ms. Ragoonan:

Congratulations! I am pleased to inform you that your organization will receive **$1,141,038 for the City of North Miami Beach Drainage Improvement from Florida District 24 Congressional Fiscal Year 2022 Community Project Funding** due to the application I submitted on your behalf. The funding will address critical stormwater water projects in the City of North Miami Beach, Florida. Use this information as you plan and develop your budget. Additional information is listed at the end of this letter, and we will share more as it becomes available.

As the Congressional representative for the 24th District of Florida, I remain committed to ensuring that Dade and Broward communities and nonprofits like yours have the necessary assistance to serve the South Florida community, maintain their organization's financial health, and support our residents and children. I recognize that these past two years have put an immense strain on local governments, organizations, and residents, including parents and children. Many entities have faced funding cuts and residents have dealt with economic hardships and illness, which is why I have fought in Congress for the necessary community funding to help all of us weather the pandemic, meet economic challenges, and restore and build new modern infrastructure for a strong America.

As Chair of the Committee on Education and Labor Subcommittee on Higher Education and Workforce Investment and a senior member of the Committee on Transportation and Infrastructure, I remain committed to ensuring that local governments, organizations, and community members have the necessary support and resources to thrive. I will continue to advocate for robust investment and community project funding during these trying times and beyond.

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(202) 226-0777 (FAX)

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MIAMI GARDENS, FL 33169
(305) 690-5905
(305) 690-5951 (FAX)

WEST PARK
WEST PARK CITY HALL
1965 SOUTH STATE ROAD 7
WEST PARK, FL 33023
(954) 989-2688

WILSON.HOUSE.GOV | FACEBOOK.COM/REPWILSON | TWITTER.COM/REPWILSON | INSTAGRAM.COM/REPWILSON

Please feel free to reach out to my staff at (305) 690-5905 with any questions or to share any further concerns.

Sincerely,

Frederica S. Wilson
Member of Congress

Your project is funded via the Environmental Protection Agency - State and Tribal Assistance Grants, Clean Water State Revolving Fund. For EPA projects please contact Ed Walsh, Walsh.Ed@epa.gov (202) 564-4594 for details on your funding and deadlines.

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-58 Authorizing the City Manager to Accept the Grant Assistance under Miami Dade County Community Development Block Grant (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Letter
- Budget
- WP Location
- WP Civil

- Environmental Review Request Form
- Construction Detailed Summary
- Photos

RESOLUTION NO. R2026--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT RE-ALLOCATION FUNDING FROM MIAMI-DADE COUNTY IN THE AMOUNT OF $460,000 FOR THE WASHINGTON PARK SWIMMING POOL IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on Tuesday, July 1, 2025, the Miami-Dade County Board of County Commissioners adopted Resolution No. 666-25 approving funding recommendations for the FY2025 Action Plan and Reallocation Funding for the Community Development Block Grant ("CDBG") Program; and

WHEREAS, the City of North Miami Beach ("City") was awarded funding under the CDBG – HUD Reallocation Funding Miami-Dade County (2025) program; and

WHEREAS, said funding in the amount of $460,000 has been allocated to the Washington Park Swimming Pool Improvements Project; and

WHEREAS, the project falls under the category of Public Facilities and Capital Improvements and includes the reconstruction of the swimming pool, installation of a new pool deck, and the purchase and installation of umbrella shade structures; and

WHEREAS, these improvements will enhance recreational amenities and improve safety, accessibility, and overall quality of aquatic facilities for residents; and

WHEREAS, all expenditures associated with this project are capital in nature and directly related to public facility improvements, with no indirect or administrative costs included; and

WHEREAS, the Mayor and City Commission find it to be in the best interest of the City to accept said funding and authorize execution of the necessary agreements to implement the project.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

Section 2. The Mayor and City Commission hereby accept Community Development Block Grant (CDBG) Reallocation Funding from Miami-Dade County in the amount of $460,000 for the Washington Park Swimming Pool Improvements Project.

Section 3. The City Manager or designee is hereby authorized to execute all agreements and related documents, and to take any actions necessary to implement the project and comply with applicable program requirements.

Section 4. This 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 **26th day of March 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: _____
CITY ATTORNEYS

Sponsored by: Mayor & 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: Lasonya Starlin, Grant Coordinator; Todd Teitel, Strategy & Innovation Mgr; Frandley Defilie, Sr. Mgmt. Analyst; Shashanka Errvalli, Public Works Project Manager

DATE: March 16, 2026

SUBJECT: Request for Approval of Resolution to Accept CDBG Reallocation Funding – Washington Park Swimming Pool Improvements

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On Tuesday, July 1, 2025, the Miami-Dade County Board of County Commissioners passed Resolution No. 666-25 approving funding recommendations for the FY2025 Action Plan and Reallocation Funding for the Community Development Block Grant (CDBG) Program.

As part of this action, the City of North Miami Beach was awarded funding under the **CDBG – HUD Reallocation Funding Miami-Dade County (2025)** program for the following project:

Project Name: Washington Park Swimming Pool Improvements
Category: Public Facilities and Capital Improvements
Approved Amount: $460,000

The funding will support essential public infrastructure improvements at Washington Park, including the reconstruction of the swimming pool, installation of a new pool deck, and the purchase and installation of umbrella shade structures. These improvements will enhance recreational amenities and improve the safety, accessibility, and overall quality of the park's aquatic facilities for residents.

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

Staff respectfully requests that the Mayor and City Commission approve the resolution authorizing the City to accept the $460,000 in CDBG Reallocation Funding from Miami-Dade County for the Washington Park Swimming Pool Improvements project and authorize the City Manager or designee to execute the necessary agreements and related documents required to implement the project.

MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199

miamidade.gov

August 19, 2025

Sent Via e-mail, Mario.Diaz@citynmb.com

Mario Diaz, City Manager
City of North Miami Beach
15290 NE 15th Ct
North Miami Beach, FL 33162

RE: FY 2025 Action Plan and Reallocation Funding Recommendations

Dear Mr. Diaz:

Congratulations! I am pleased to inform you that on **Tuesday, July 1, 2025**, the Board of County Commissioners (Board), passed **Resolution No. 666-25**, which approved funding recommendations for the FY 2025 Action Plan and Reallocation Funding for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME)/Housing Development Assistance Grants (HoDAG), and Emergency Solutions Grant (ESG) Programs. The following activity was approved for your agency:

Activity Title:	**Washington Park Swimming Pool Improvements**
Category:	**Public Facilities And Capital Improvements**
Source:	**CDBG**
Approved Amount:	**$460,000.00**

Please be advised that prior to any expenditure of CDBG, ESG or HOME/HoDAG funds, HCD must issue an environmental clearance by the United States Department of Housing and Urban Development (U.S. HUD) to your agency. To initiate the process, please complete the enclosed Environmental Review form (ER). Also, please find sample scope and budget, which is a guide to assist you in completing your scope and budget.

Your portfolio manager is Andres Rodriguez, who can be reached at (786) 469-2113, and by e-mail at, Andres.Rodriguez2@miamidade.gov, can assist you in completing these forms.

Additionally, you are required to attend a **mandatory** contract development workshop, on **Thursday, August 28, 2025 at 10:00 A.M. at Arcola Lakes Library, 8240 NW 7th Avenue**. Please RSVP to HCD Tech Otia Hepburn at Otia Hepburn@miamidade.gov to confirm your attendance.

If you have any questions, please contact Andres Rodriguez.

Sincerely,

Lakisha Gray
Chief of Community Development
Housing and Community Development

Enclosures

c: Ronald Williams, HCD Manager, HCD
Andres Rodriguez, Portfolio Manager, HCD

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

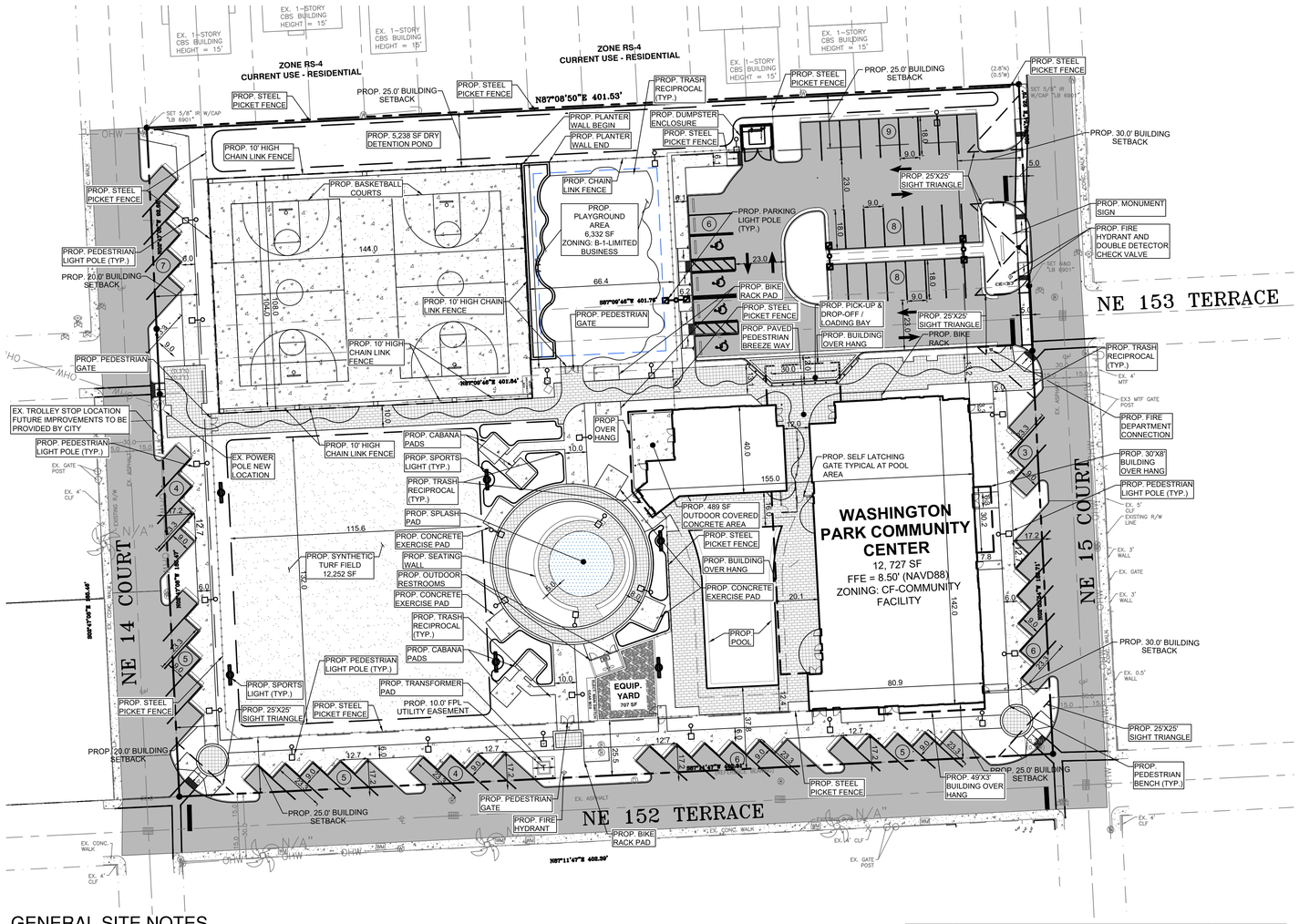
Item	Description	Estimated Cost
Land Acquisition	Purchase of Required Plats	
Design and Engineering	Design, Permiting and Construction Admin	$ 1,076,717.77
Construction		
General Requirements	Bonds & Insurance	$ 1,308,819.17
	Mobilization/ Demo	
	M.O.T	
	Erosion Control	
	Construction Layout/Survey	
	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**



Washington Park Location

15290 NE 15th Court

North Miami Beach, FL 33162



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.

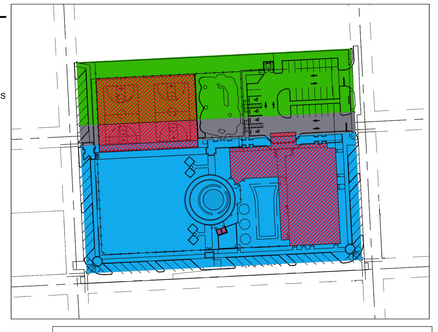
BUILDING EFFICIENCY AND WATER CONSERVATION CONCEPTS

- 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

11/15/2023 4:13 PM; Layout Tab: SP; Pen Table: ----; Plot Created by: BYRON REYNOLDS;

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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/.

CONSTRUCTION BUDGET FOR CDBG FUNDS

ATTACHMENT B

FY 2026 CDBG

January 1, 2026 thru December 31, 2026

BUDGET SUMMARY

MAJOR CATEGORIES:	CDBG		NON-HCD		TOTAL FUNDING
1. Personnel	$ -		$ -		$ -
2. Contractual Services	$ -		$ -		$ -
3. Operating Expenses	$ -		$ -		$ -
4. Commodities	$ -		$ -		$ -
5. Capital Outlay	$ 460,000.00		$ 16,497,928.61		$ 16,957,928.61
FY26 CDBG	**$ 460,000.00**		**$ 16,497,928.61**		**$ 16,957,928.61**

OTHER FUNDING SOURCES (Non-HCD):

HUD Grant	$3,000,000
Miami Dade County Rescue Plan	$500,000
Miami Dade County Building Better Communities General Obligation Bond Program	$750,000
Total	**$4,250,000**

ATTACHMENT B

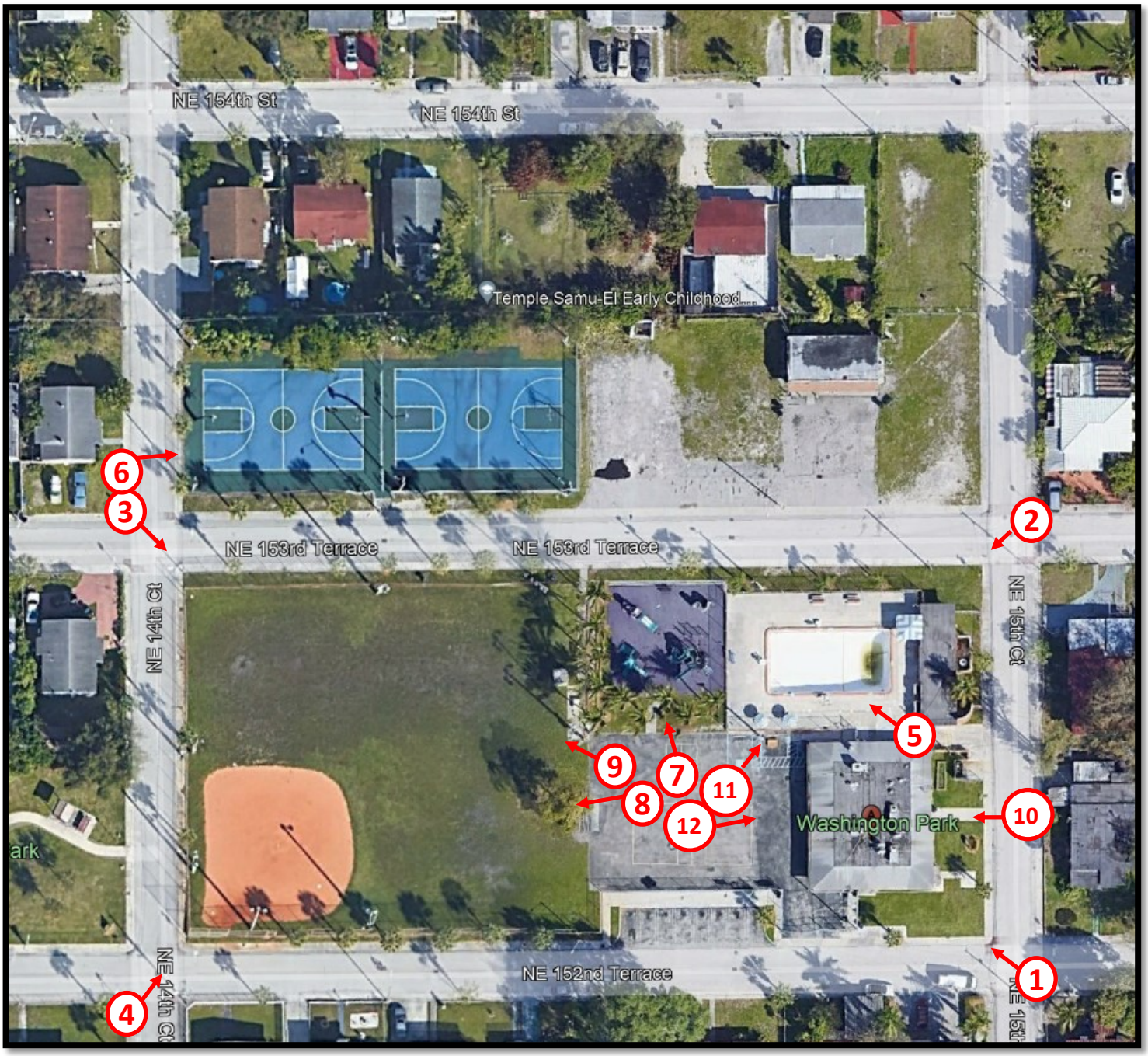
CONSTRUCTION BUDGET FOR HOME OR CDBG FUNDS

City of North Miami Beach
CDBG FY 2026
January 1, 2026 thru December 31, 2026

SUB OBJECT	DESCRIPTION	CDBG AMOUNT	OTHER AMT	TOTAL AMT
	90 Capital Outlay			
	Design and Engineering	$0	$1,076,717.77	$1,076,717.77
	General Requirements	$0	$1,308,819.17	$1,308,819.17
	Clearing & Grubbing	$0	$150,000.00	$150,000.00
	Utilities	$0	$175,000.00	$175,000.00
	Earthwork/ Drainage	$0	$190,000.00	$190,000.00
	Architecture	$0	$9,325,150.00	$9,325,150.00
	Paving	$0	$363,100.00	$363,100.00
	Aquatics	$460,000	$300,000.00	$760,000.00
	Fields	$0	$796,175.00	$796,175.00
	Playground	$0	$620,250.00	$620,250.00
	Amenities	$0	$430,000.00	$430,000.00
	Landscape	$0	$98,466.67	$98,466.67
	Irrigation	$0	$64,250.00	$64,250.00
	Contingency	$0	$1,600,000.00	$1,600,000.00
			$0.00	$0.00
		$460,000	**$16,497,928.61**	**$16,957,928.61**
	TOTALS	**$460,000**	**$16,497,928.61**	**$16,957,928.61**

OTHER FUNDING SOURCES (Non-HCD):

HUD Grant	$3,000,000
Miami Dade County Rescue Plan	$500,000
Miami Dade County Building Better Communities General Obligation Bond Program	$750,000
Total	**$4,250,000**



Washington Park



PHOTO #1



PHOTO #2



PHOTO #3



PHOTO #4



PHOTO #5





PHOTO #7



PHOTO #8



PHOTO #9



PHOTO #10



PHOTO #11



PHOTO #12

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:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-59 Authorizing the City Manager to Accept the Grant Assistance Under the US Department of Housing and Urban Development (Sponsored by City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Agreement
- Memo

RESOLUTION NO. R2026--

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

WHEREAS, on January 27, 2023, the City of North Miami Beach ("City") received notice of an award in the amount of $3,000,000 for the Washington Park Site Development Project; and

WHEREAS, the City desires to carry out a project for the benefit, safety, and welfare of its residents and the State of Florida (the "Project"); and

WHEREAS, the Project is described as follows:

- **Project Title:** Washington Park Site Development – City of North Miami Beach
- **Total Grant Amount:** $3,000,000 to be provided by the United States Department of Housing and Urban Development (HUD), with no required matching funds from the City
- **Project Description:** The Project includes the construction of a new 13,000-square-foot community center designed to serve as a hub for recreation, education, and community engagement.

  This phase of redevelopment includes:

  - 76 new parking spaces to improve accessibility
  - A new inclusive playground for children of all ages and abilities
  - Two covered basketball courts
  - A multi-use artificial turf athletic field
  - A new swimming pool and splash pad

  Additional improvements include the abandonment of City-owned right-of-way, relocation of utilities within such right-of-way, and drainage improvements around the project site.

  The community center will include meeting rooms, classrooms, a reception area, kitchen, and restrooms. Site amenities will also include an aquatic facility with splash pad, picnic pavilions, pedestrian pathways, outdoor basketball courts, multi-purpose fields, landscaping, and parking improvements; and

WHEREAS, an application by the City to HUD for federal appropriations funding was submitted to secure financial assistance for this Project.

WHEREAS, the total combined investment in Washington Park's Phase I and Phase II improvements is approximately $27,000,000, underscoring the City's commitment to creating a vibrant, sustainable, and inclusive community asset; and

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

SECTION 2. The Mayor and City Commission hereby accept the federal grant in the amount of **$3,000,000** from The United States Housing and Urban Development for the City of North Miami Beach Washington Park Community Center Phase II Construction.

SECTION 3. The City Manager is hereby authorized to accept the grant assistance in the amount of $3,000,000 from the United States Department of Housing and Urban Development ("HUD") for the Washington Park Site Development Project. The City Manager or designee is hereby authorized to execute all agreements, amendments, and any other documents necessary to receive and administer the grant and to implement the project.

SECTION 4. The City Manager or designee is further authorized to take all administrative actions necessary to carry out the purposes of this Resolution.

SECTION 5. This 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 **26th day of March 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: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

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

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).

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:	Commissioner Lynn Su
VIA:	Darvin Williams, City Manager
DATE:	April 21, 2026

RE: Ordinance No. 2026-04 (Second Reading) Noise Ordinance (Sponsored by Commissioner Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance

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. 2026-04

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, Miami-Dade County has amended Section 21-28(4)(b) of the Miami-Dade County Code to modify the nighttime distance standard for amplified sound devices from one hundred (100) feet to twenty-five (25) feet; and

WHEREAS, the Mayor and City Commission find it appropriate to maintain consistency with Miami-Dade County's nighttime amplified sound standard in order to promote uniform enforcement and reduce jurisdictional inconsistencies;

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.

The operation of any such radio, television, musical instrument, phonograph, or other device 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 twenty-five (25) feet or more from the building, structure, vehicle, vessel, or location in which it is operated shall constitute prima facie evidence of a violation.

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 7:00 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

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:	Sponsored By Commissioner Smith
VIA:	Darvin Williams, City Manager
DATE:	April 21, 2026

RE: Ordinance No. 2026-06 (Second Reading) Amending Pet Sales (Sponsored by Commissioner Smith)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER VI OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "ANIMALS AND FOWL," SECTION 6-9 "RESTRICTIONS ON RETAIL PET SALES AND PET MILLS" TO CLARIFY EXEMPTIONS, ENHANCE REGULATIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Miami Beach seeks to promote the health, safety, and welfare of its residents and animals within the community; and

WHEREAS, the City recognizes that inhumane breeding practices commonly associated with so-called "pet mills" often result in significant animal cruelty, substandard living conditions, and long-term health and behavioral issues in animals; and

WHEREAS, retail pet sales sourced from irresponsible breeding operations contribute to the overpopulation of animals and place an additional burden on local animal shelters and rescue organizations; and

WHEREAS, the City Commission desires to encourage the adoption of animals from reputable animal shelters and rescue organizations as a humane and socially responsible alternative to purchasing pets from commercial breeders; and

WHEREAS, the existing Section 6-9 of the City Code includes exemptions and provisions that may be duplicative, unclear, or inconsistent, thereby creating potential enforcement challenges; and

WHEREAS, the City Commission finds it necessary to clarify and streamline the exemptions set forth in Section 6-9 to eliminate redundancies and ensure consistent application of the law; and

WHEREAS, the City Commission further finds that strengthening regulations on retail pet sales will help prevent the indirect support of pet mills and promote transparency in the sourcing of animals offered to the public; and

WHEREAS, requiring clear documentation and disclosure of an animal's source enhances consumer awareness and supports ethical animal acquisition practices; and

WHEREAS, the City Commission desires to amend Section 6-9 to better reflect best practices in animal welfare, improve enforceability, and align with similar regulations adopted by other municipalities; and

WHEREAS, the proposed modifications will continue to allow legitimate operations, including animal shelters, rescue organizations, veterinary offices, and responsible hobby breeders, while restricting commercial practices that undermine animal 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 6-9, "RESTRICTIONS ON RETAIL PET SALES AND PET MILLS" of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended as follows.

6-9 - RESTRICTIONS ON RETAIL PET SALES AND PET MILLS.

(a) Prohibition.

(1) Retail Pet Sales Restricted. No pet store shall display, sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of pets in the City on or after the effective date of this Section.

(2) Pet Mills Prohibited. No pet mills shall be permitted to operate in the City of North Miami Beach.

(b) Exemptions. This Section shall not apply to:

(1) An Animal Shelter;

(2) Animal rescue organization;

~~(3) An Animal Shelter or Animal rescue organization, which operates out of or in connection with a pet or other retail store; (Already stated in #1, #2 exemptions.)~~

(4) An Animal Hospital or Veterinarian's Office;

(5) A pet store engaged in the display, sale, delivery, offer for sale, barter, auction, gifting, or transfer of pets other than cats, dogs, ferrets, gerbils, hamsters, or rabbits;

(6) ~~A pet store that certifies that the dog or cat comes from one of the following sources: a. An animal rescue organization; or b. A public animal shelter.~~ (Already stated in #1, #2 exemptions.)

~~(7) Hobby Breeders.~~

(c) Certificate of Source. A pet store that obtains dogs or cats from a permitted source shall post conspicuously on the cage of each dog and cat:

(i) A copy of the certificate of source shall also be provided to the purchaser or transferee of any pet;

(ii) The name and address of the source from which the dog or cat was obtained and date thereof;

(iii) A description of the dog or cat including species breed, sex, color, and distinctive markings, physical condition and health, and age (if known); and

(iv) For each dog or cat receiving medical care while in the custody or control of the pet dealer or pet shop, the type of service rendered, date, and veterinarian's name.

(d) Penalties.
Any person who violates this section shall be subject to a fine of two hundred fifty ($250.00) dollars per day per pet for the first violation within a twelve (12) month period. Any subsequent violation within a twelve (12) month period shall, upon conviction, be punished by a fine not to exceed five hundred ($500.00) dollars per day per animal or imprisonment for a term not to exceed sixty (60) days, or by both such fine and imprisonment. Each day any violation of any provision of this Section shall continue shall constitute a separate offense.

(e) Adoption of Shelter and Rescue Animals. Nothing in this Section shall prevent a pet store or its owner, operator or employees from providing space and appropriate care for animals owned by a publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet store for the purpose of adopting those animals to the public.

SECTION 3.
All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.
If any section, subsection, 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 5.
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 6.
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 Phyllis Smith

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:	April 21, 2026

RE: Ordinance No. 2026-05 (First Reading) Sign Code Ordinance (Sponsored by Commissioner Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Ordinance

MEMORANDUM

To: Joseph Geller, City Attorney
City of North Miami Beach

From: Morris G. (Skip) Miller

Date: Wednesday, March 18, 2026

Re: Revisions to City of North Miami Beach Sign Code

Per your request, attached are proposed revisions to Section 24-147.2(D) relating to Political Signs. These revisions conform the City's Sign Code to the Sign Code of the City of Aventura in the following respects:

1. We have added an exemption from the bond requirement for a candidate who posts fewer than four (4) signs of not-to-exceed size;
2. We have reduced the number of days after an election to remove political signs from ten days to seven days; and
3. We have increased the required bond from $250 to $500.

Please note that while sign ordinances can regulate matters such as size, location and material, in general they cannot treat types of non-commercial signs differently based on their content. The City's Sign Code in its current form is similar to many other local sign codes in Florida in this regard, and while we can give no assurance that the City's Sign Code will not be challenged in court, there is nothing in these proposed changes that decreases the City's likelihood of prevailing in the event of such a challenge. See the attached memo dated July 20, 2016 from then-City Attorney Jose Smith, and Reed v. Town of Gilbert, 576 U.S. 155 (2015), the United States Supreme Court case referenced therein.

To avoid such litigation in the future, the City may wish to make more wholesale changes to its Sign Code so that it does not impermissibly differentiate between different types of non-commercial signs based on their content.

Please let me know if you have any questions.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Whereas, the City of North Miami Beach currently regulates the placement and removal of political signs related to candidates and ballot issues; and

Whereas, the mayor and city commission desire to strengthen the city's regulation of political signs; and

Whereas, the mayor and city commission desire to amend the code of ordinances to provide for earlier pick up of political signs after an election, and for an increased bond for failure to comply with the city's regulations.

NOW THEREFORE IT BE ORDAINED BY THE MAYOR AND CITY COMMISSION AS FOLLOWS:

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. Chapter 24-147.2(D) is hereby amended as follows:

PROPOSED REVISIONS TO NORTH MIAMI BEACH SIGN CODE RELATING TO POLITICAL SIGNS

(D) *Political Signs.*

(1) Temporary signs advertising a candidate for public office, or a political campaign, measure or issue scheduled for an election are only permitted subject to the following requirements:

(a) *Standards.*

1. *Residential Zoning Districts.* Temporary political signs shall not exceed six hundred sixteen (616) square inches per sign on any residential property. Furthermore, signs shall only be displayed with the consent of the owner or tenant. No more than one (1) sign per candidate per residential property shall be allowed, unless the property is on a corner, then the property may have up to two (2) signs per candidate. Double-sided signs shall be considered as one (1) sign. No sign shall exceed three (3) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than three (3) feet above the ground in residential areas.

2. *Nonresidential Districts.* Temporary political signs displayed in any nonresidential area shall not exceed sixteen (16) square feet per sign. A candidate for public office may display signs of a size not to exceed sixteen (16) square feet per sign on nonresidential private property with the consent of the owner or tenant. No more than one (1) sign per candidate per nonresidential private property shall be allowed, unless the property is on a corner. Corner properties may have up to two (2) signs per candidate. No more than twenty-five (25) signs of any size exceeding six hundred sixteen (616) square inches per sign per candidate shall be allowed in nonresidential areas citywide, including signs placed on nonresidential private property, bus benches, bus shelters or street furniture. Double-sided signs shall be considered as one (1) sign. No sign shall exceed six (6) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than six (6) feet above the ground in commercial areas.

3. *Placement on Utility Poles, Trees, Fences, Buildings, or in Public Right-of-Way.* No sign, poster, banner or placard of any type shall be affixed, painted, tacked, or nailed to any utility poles, trees, fences, or buildings, or otherwise displayed, placed or located on any state, County or City rights-of-way and/or median strips within the City limits.

4. *Signs on Vehicles.* Bumper strips or stickers affixed to vehicles shall be safely and securely attached.

5. *Prohibited Signs.* Except for pole signs, which are permitted as provided in this section, all signs prohibited by Section 24-143 of the Code of Ordinances of the City of North Miami Beach remain prohibited for all purposes.

6. *Illumination Prohibited.* Signs or sign posts shall not be illuminated or constructed of a reflective material and shall not contain any signs, streamers, movable items, fluttering, spinning, totaling or similar attention attractors or advertising devices.

(b) *Location of Signs.* No sign shall be placed within five (5) feet from the property line, and no sign shall block corner visibility or be located in a required sight

visibility triangle. All signs shall be placed and erected in a safe and appropriate manner.

(c) *Procedures.*

1. *Removal of Illegal and/or Improper Political Signs.* Political campaign signs not posted in accordance with these regulations shall be subject to removal by the candidate, the property owner or the City. If the City removes the sign, the City shall deduct the cost and expense of removal from the posted cash bond.
2. *Bond.* Every candidate for public office, except (a) those who qualify to run by the alternative method and (b) a candidate placing less than four temporary signs not exceeding a size of ten (10) square feet per sign, who wishes to display signs on real property located in the City of North Miami Beach must post a cash bond or a performance bond in the amount of five ~~two~~ hundred ($500~~fifty ($250~~.00) dollars with the City of North Miami Beach before posting any such sign in the City. Failure to post a bond shall result in a citation being issued for fifty ($50.00) per day against the candidate. This requirement is not applicable to signs and bumper stickers affixed to or located in or on automobiles.
3. *Date of Installation.* No political sign shall be displayed, erected or installed prior to the March 1 immediately preceding any election which is the subject matter of such sign.
4. *Date of Removal.* Each and every sign posted by said candidate or his supporters must be removed within seven (7~~ten (10~~) days from the day of the election in which said candidate's victory or defeat is actually determined.
5. *Responsibility for Removal.* For purposes of this chapter, each political candidate is responsible for each sign advertising his or her candidacy, regardless of who posted the sign or whether the sign is posted with authorization from the political candidate. The person or persons posting a political candidate's campaign sign shall be regarded as an agent of said candidate.
6. *Forfeiture of Bond.* Any violation of this section will result in the forfeiture of the bond posted, regardless of the number or size of signs

remaining. Said forfeiture shall be automatic, without notice, on the (8th) eighth ~~eleventh~~ day following the election in which the political candidate's victory or defeat is actually and finally determined for that election.

Additionally, each candidate shall be liable to the City for the actual cost of sign removals.

(2) Violation; Penalty. For signs on commercial property only.

(a) The person(s) to be charged with violation of Section 24-147.2(D) shall be the candidate(s) whose name(s) appears and is advertised on the prohibited sign, poster, banner or placard or the campaign treasurer and sponsors of any other type of political campaign or issue which campaign or issue appears and is advertised on the prohibited sign, poster, banner or placard. Notice shall be given to the person(s) described herein of violation of Section 24-147.2(D). After notice is given, unless access to the sign is restricted, compliance must be achieved within forty-eight (48) hours. If compliance is not achieved within forty-eight (48) hours, a civil citation may be issued by a Code Enforcement Officer pursuant to Section 14-8.22 of this Code.

(b) In addition to the bond forfeiture specified in Section 24-147(D)(b)(6) above, violation of any of the provisions of Section 24-147.2(D) shall be punishable by a fine of fifty dollars ($50.00) per violation. Each prohibited sign shall constitute a separate offense. Each day that a violation is permitted to exist shall constitute a separate offense.

(c) Any and all outstanding fines for violating this section assessed against a candidate must be satisfied prior to his or her qualification to run in any future city election.

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

Section 5. **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 6. **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 7. **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 8. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

APPROVED on first reading this **___day of _____, 2026**

APPROVED AND ADOPTED on second reading this **___day of _____, 2026.**

ATTEST:

_____	_____
ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

GREENSPOON
MARDER CITY
ATTORNEY

SPONSORED BY: Commissioner Lynn Su

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:	Sponsored by Commissioner Su
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Ordinance No. 2026-07 (First Reading) Establishing Community Association Registry (Sponsored by Commissioner Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance
- Staff Report
- Exhibit A

ATTACHMENT II

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GA-02-2026 COMMUNITY ASSOCIATION REGISTRY; AMENDING CHAPTER XIV, ENTITLED BUILDING AND HOUSING; ADDING SECTION 14-13 COMMUNITY ASSOCIATION REGISTRY; ESTABLISHING LOCAL REQUIREMENT FOR REGISTRATION FOR COMMUNITY ASSOCIATIONS WITH THE CITY INCLUDING ENFORCEMENT AND PROVISIONS FOR ENHANCED TRANSPARENCY, IN ALIGNMENT WITH MAIMI-DADE COUNTY COMMUNITY ASSOCIATION REGISTRY; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach has close to one hundred (100) condominium, cooperative, and homeowners' associations; and

WHEREAS, in 2023 Miami-Dade County enacted Chapter 17D Registration of Community Associations establishing a registry for all Community Associations in unincorporated Miami-Dade County and all incorporated areas; and

WHEREAS, in 2025, the State of Florida enacted legislation to strengthen governance, structural safety, financial transparency, and oversight of condominium and cooperative associations; and

WHEREAS, this Ordinance establishes a local requirement for all Community Associations within the City to comply with the Miami-Dade County Community Association Registry including enforcement provisions; and

WHEREAS, the City Commission seeks to provide enhanced transparency, the City shall publish information on its website regarding the Miami-Dade County Community Association Registry including relevant links to Miami Dade County websites; and

WHEREAS, the provisions of this Ordinance shall apply to all Community Associations covered by Florida Statutes Chapter 718 Condominiums, Chapter 719 Cooperatives, and Chapter 720 Homeowners' Associations within the City of North Miami Beach; and

WHEREAS, the City's Planning and Zoning Board, as the Local Planning Agency, held a duly noticed public hearing on **April 13, 2026**, and reviewed the proposed ordinance for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of **___to___**; and

WHEREAS, the Mayor and City Commission find the proposed ordinance to be consistent with Florida Statute, Miami Dade County Chapter 17D, the North Miami Beach Comprehensive Plan, and in the best interest of the residents, businesses, and general public of the City.

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

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

Section 2. Findings of Fact. The North Miami Beach Code of Ordinances is hereby amended, attached as EXHIBIT A, containing provisions necessary for the implementation of the following City Commission priorities:

1. Compliance to applicable Florida Statutes
2. Intergovernmental coordination with Miami-Dade County
3. Transparency in government

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]

DRAFT

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

(CITY SEAL)

_____
MICHAEL JOSEPH, ESQ.
MAYOR

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: _Commissioner Lynn Su

COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph, Esq.				
Vice Mayor Daniela Jean				
Commissioner Jay Chernoff				
Commissioner Phyllis Smith				
Commissioner McKenzie Fleurimond				
Commissioner Fortuna Smukler				
Commissioner Lynn Su				

DRAFT

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 – PLANNING AND ZONING BOARD MEETING		
Meeting Date: 04/13/2026	**Case Number:** GA-02-2026	**Name:** Ordinance 2026-XX Community Association Registry

REQUEST

An ordinance of the City of North Miami Beach establishing a local requirement for all condominiums, cooperatives, and homeowners associations, collectively to be known as "community associations" to comply with the Miami-Dade County Community Association Registry. Ordinance amends Chapter XIV Building and Housing creating new section 14-13 Community Association Registry providing definitions, transparency requirements, and enforcement.

BACKGROUND

Close to one hundred (100) condominium, cooperative, and homeowners associations, collectively known as "community associations", are located within the City of North Miami Beach housing a significant portion of the population of the City. The number of community associations is anticipated to grow over the coming years as more existing properties along the commercial corridors are redeveloped into individual mixed-use buildings incorporating residential dwellings and commercial spaces together. Recognizing this trend more generally, in 2023 Miami-Dade County enacted Chapter 17D Registration of Community Associations establishing a registry for all community associations in unincorporated Miami-Dade County and all incorporated areas. In 2025 the State of Florida enacted legislation to strengthen governance, structural safety, financial transparency, and oversight of condominium and cooperative associations, including requirements to establish a Community Association Registry.

Through the establishment of a local Community Association Registry the City Commission seeks to provide enhanced transparency for existing and prospective property owners. This proposed ordinance does that though the City publishing information on its website regarding the Miami-Dade County Community Association Registry including relevant links to Miami Dade County website, and establishing

Project Staff Planner:	Review Dates:	Attachment:
Zafar Ahmed **Director** **Assisted by:** **Mitchell S. Austin, AICP, CNU-A** **Assistant Director** **Community Development Department**	**Planning & Zoning Board:** **04/13/2026** **City Commission Meeting:** **05/19/2026– 1st Reading** **06/16/2026– 2nd Reading**	I. **Staff Report** II. **Ordinance** III. **Exhibit A to Ordinance** IV. **Presentation**

a local requirement for community associations to maintain current registration with the Miami-Dade County Community Association Registry including an enforcement mechanism.

STAFF FINDINGS

Based on analysis of the Miami-Dade County Community Association Registry established by Ordinance in 2023 and the Florida Statutory requirements enacted in 2025 for strengthening governance, structural safety, financial transparency, and oversight of condominium and cooperative associations, the Community Development Department staff makes the following recommendations:

Proposed revisions to City of North Miami Beach Code of Ordinances:

Chapter XIV Building and Housing, adding Section 14-13 Community Association Registry.

- Stating Purpose and Intent
- Defining community associations and community association registry
- Requiring all community associations in the City be registered with the Miami-Dade County Community Association Registry
- Providing for transparency through the publication of a Community Association Registry information page with link to the Miami-Dade County Community Association Registry website search function
- Establishing violation of the community association registry requirement as enforceable including penalties established in Section 14-8.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Community Association Registry, Ordinance 2026-XX 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 1.1.2

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.

Property Rights Element

Goal 1

Consider the right of property owners in all local decision-making.

Objective 1.1

Apply rules, ordinances, and regulations with sensitivity for private property rights.

Policy 1.1.2

In local decision-making, the City of North Miami Beach shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

RECOMMENDED MOTION:

Move to recommend approval to the Mayor and City Commission of Ordinance 2026-XX, Community Association Registry, establishing a local requirement for compliance with the Miami-Dade County Community Association Registry by finding it consistent with the City of North Miami Beach Comprehensive Plan.

*** NOTE: The Planning and Zoning Board has the express authority to recommend approval, approval with amendments, or denial of any item. Any motion to recommend approval with amendments or denial must include stated cause or causes of said action.

FISCAL/BUDGETARY IMPACT:

Proposed Ordinance 2026-XX, Community Association Registry is not anticipated to have a substantive fiscal impact on the City of North Miami Beach. Costs associated with the enactment of this Ordinance are minimal and anticipated to be managed within the normal departmental operating budgets. Any enforcement action under this ordinance which may generate revenue through Code Compliance fines is anticipated to be minimal, in keeping with the Florida Statutory intent for code enforcement which is to encourage compliance with local community standards and not to generate revenue for governmental operations.

ATTACHMENT II – EXHIBIT A

* * *

CHAPTER XIV BUILDING AND HOUSING

* * *

SECTION 14-13 Community Association Registry.

(A). **Purpose and Intent.** Assist in compliance with Miami-Dade County Community Association Registry compliance within the City of North Miami Beach including an enforcement mechanism and providing greater transparency to residents regarding Community Associations via the City website.

(B). **Definitions.** The following words and terms used in this Chapter of the City of North Miami Beach Code of Ordinances related to Community Association Registry shall be given the meanings set forth in this Section. All words and terms not specifically defined in this section shall be given meaning as defined shall use their common, ordinary meanings, as the context may reasonably suggest. The reference for common, ordinary meanings shall be the latest online edition of the Merriam-Webster Dictionary.

*Community Association***.** Term is used to identify any organization governing collective actions of a group of properties including condominium associations, cooperative associations, or homeowners associations as defined by Florida Statute Chapter 718 Condominiums, Chapter 719 Cooperatives, and Chapter 720 Homeowners' Associations.

*Community Association Registry***.** A registry maintained by Miami-Dade County which was established under the provisions of County Code of Ordinances Chapter 17D Registration of Community Associations.

(C). **Miami-Dade County Community Association Registry.** All Community Associations within the corporate limits of the City of North Miami Beach are, consistent with Miami-Dade County Code of Ordinances Chapter 17D, required to register and maintain up to date registration with the Miami-Dade County Community Association Registry.

(D). **Community Association Registry – City of North Miami Beach Transparency.** The City of North Miami Beach shall publish on its website a Community Association Registry information webpage containing at least the following information and links:

(1). Brief summary of the Miami-Dade County Community Association Registry including link to the Miami-Dade County webpage as of March 2026 titled "Community Associations Registry and Resources"

(2). Brief summary of the Miami-Dade County Community Association Registry search portal including:

a. Instructions for searching for all Community Associations within the City of North Miami Beach
b. Instructions for searching for an individual Community Association
c. Link to the portal currently titled "Community Associations Registry"

(E). **Enforcement.** Any Community Association within the corporate limits of the City of North Miami Beach found to be in non-compliance with the Miami-Dade County Community Association Registry requirements shall be a violation of this Code and subject to the enforcement and penalties of Section 14-8.

Legislation
11.5.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by Daniela Jean
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-60 Authorizing a Facility Use Agreement with Little Haiti FC, Inc. (Sponsored by Commissioner Jean)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Facility Use Agreement
- Budget

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A FACILITY USE AGREEMENT WITH LITTLE HAITI FC, INC.; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT AND UTILIZE FUNDS IN AN AMOUNT NOT TO EXCEED $52,240 FROM THE COMMUNITY BENEFIT YOUTH SPORTS ACCOUNT TO SUPPORT THE FIRST YEAR OF THE PROGRAM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to promote recreational opportunities and youth programming for the benefit of the community; and

WHEREAS, the City's Parks and Recreation Department will provide field space and related operational support for use by Little Haiti FC, Inc., a Florida nonprofit corporation; and

WHEREAS, Little Haiti FC, Inc. will provide soccer programming and related athletic services to youth in the community; and

WHEREAS, the City Commission finds that providing access to recreational facilities for youth athletic programming serves a valid municipal and public purpose by promoting health, safety, and community engagement among the City's youth; and

WHEREAS, the City further finds that the services provided by Little Haiti FC, Inc., including the operation of a free youth soccer program, constitute adequate consideration for the use of City facilities; and

WHEREAS, the City Commission approves the Facility Use Agreement with Little Haiti FC, Inc., attached hereto as Exhibit "A," and authorize the City Manager or designee to execute the Agreement on behalf of the City; and

WHEREAS, the City Commission acknowledges the Annual Soccer Academy Budget submitted by Little Haiti FC, Inc., attached hereto as Exhibit "B," outlining the anticipated costs associated with operating the youth soccer program; and

WHEREAS, the Mayor and City Commission find that approval of the Facility Use Agreement and the allocation of funding for the first year of the program are in the best interests of the City and serve a valid public purpose.

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

Section 1. Recitals.

The foregoing recitals are true and correct and are hereby adopted as the legislative and administrative findings of the City Commission. All exhibits attached hereto, including the Facility Use Agreement attached as Exhibit "A" and the Annual Soccer Academy Budget attached as Exhibit "B," are hereby incorporated into and made a part of this Resolution.

Section 2. Approval of Agreement.

The Facility Use Agreement between the City of North Miami Beach and Little Haiti FC, Inc., attached hereto as Exhibit "A," is hereby approved. The City Manager or designee is hereby authorized to execute the Facility Use Agreement on behalf of the City in substantially the form attached hereto, with such non-substantive modifications as may be approved by the City Manager and City Attorney.

Section 3. Authorization of Funding.

The City Commission hereby authorizes the City Manager or designee to allocate and utilize funds in an amount not to exceed Fifty-Two Thousand Two Hundred Forty Dollars ($52,240.00) from the Community Benefit Youth Sports account to support and fund the first year of the youth soccer program to be operated by Little Haiti FC, Inc. Disbursement of such funds shall be subject to applicable City procurement requirements, financial controls, and verification that program services are being provided in accordance with the Facility Use Agreement approved herein.

Section 4. Authorization.

The City Manager or designee is hereby authorized to take all actions and execute all documents necessary to effectuate the intent of this Resolution and the Facility Use Agreement approved herein.

Section 5. Repealer.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Scrivener's Errors.

Any scrivener's or typographical errors that do not affect the intent of this Resolution may be corrected with the approval of the City Manager and City Attorney, without further action by the City Commission.

Section 7. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

Section 8. Effective Date.

This Resolution shall take effect immediately upon adoption.

SPONSORED BY: Commissioner Daniela Jean

APPROVED AND ADOPTED by the Mayor and City Commission of the City of North Miami Beach at a regular meeting assembled this 21st day of April, 2026.

ATTEST:

ANDRISE BERNARD
CITY CLERK

MICHAEL JOSEPH, ESQ.
MAYOR

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

CITY ATTORNEY

FACILITY USE AGREEMENT FOR YOUTH SPORTS PROVIDER

THIS FACILITY USE AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2026, by and between **The City of North Miami Beach**, a Florida municipal corporation ("City"), whose address is 17011 NE 19 Avenue, North Miami Beach, FL 33162, and **Little Haiti FC Inc.**, a Florida not for profit corporation ("Contractor"), whose address is 1151 NE 210 Terrace, Miami, FL 33179. The City and Contractor are collectively referred to herein as the "Parties."

RECITALS

A. The Parties recognize the need for public recreational facilities and programs, which contribute to a better quality of life for all the City's residents and visitors.

B. The Parties are mutually interested in promoting youth sports and are aware of the beneficial effect on the youth, their families, and the community. In this instance, Contractor desires to provide, and the City desires to aid in facilitating the provision of, a youth soccer league to the community of North Miami Beach.

C. In the interest of providing the best possible youth sports program at the least cost to participants and users of the City facilities, full cooperation between the Parties is necessary, and it is in the best interest of the Parties to outline the details of such cooperation.

AGREEMENT

In exchange for the good and valuable consideration and mutual terms and conditions set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 – PREMISES

1.1 The Facility:

(a) The City grants Contractor the non-exclusive right to certain amenities located at Allen **Park**, located at 1770 NE 162 Street, and **Uleta Park**, located at located at 386 NE 169 Street (collectively, the "Facility" or "Facilities").

(b) This non-exclusive right is limited to the following amenities at the Facilities: the soccer fields, concession stand, and restrooms. Contractor agrees not to use any other amenities or property at the Facilities absent prior written approval from the City's Director of Parks and Recreation or designee ("Director").

(c) The City authorizes Contractor to post banners from sponsors of the sports program at the Facilities, subject to the terms and conditions of this Agreement and the rules and regulations of the City and any governing law.

1.2 Term of Agreement:

(a) The term of this Agreement shall commence on **April 1, 2026,** and shall end (unless terminated sooner as hereinafter provided) on **September 30, 2026** (the "Term").

(b) Upon mutual written agreement of the Parties, the Term may be renewed for a maximum of two successive two-year terms upon written authorization from, and at the sole discretion of, the City. The City, at its sole discretion, may elect to modify the terms and conditions of this Agreement as a condition for granting any renewal.

(i) The first successive two-year term would commence on October 1, 2026, and end on September 30 , 2028.

(ii) The second successive two-year term would commence on October 1, 2028, and end on September 30, 2030.

(c) Subject to the City's right to modification in Section 1.2(b), herein, the terms and conditions of this Agreement apply to any extension or renewal of, and any modification to, the Term granted by the City.

(d) Before consideration by the City of any request by the Contractor for a renewal of the Term, the Contractor must submit updated documents to the City for approval. After receiving the written renewal request from the Contractor, the Director will notify the Contractor of the updated documents that are needed. The City agrees to not unreasonably delay in approving or denying a renewal request.

1.3 Use of Facilities:

(a) Contractor shall have the right to use the Facilities for the duration of the Term, as well as the duration of any extension, renewal, or modification. During this period, Contractor may use the Facilities two days a week from 6:00 p.m. to 8:30 p.m. EST, from July through December, and add an additional one weekend day in the morning from January through June. Days and times will be determined and agreeable by both parties depending on schedule availability. If Contractor desires to use the Facilities for a different or longer period, or different days or hours, within the limit of the Term, then Contractor must obtain prior written approval from the Director.

(b) Contractor shall use the Facilities only for the purposes of player registration, concession activities, soccer games, and soccer practices.

(c) Contractor may conduct fundraising activities during the Term. But any fundraising activity by another group or organization on behalf of or for the benefit of the Contractor shall first be approved in writing by the Director after submission of the required

(d) No other use of the Facilities is authorized without the prior written approval of the Director.

(e) Contractor acknowledges and agrees that its use of the Facilities is non-exclusive.

(f) In the event of a conflict between the Contractor's scheduled use of the Facilities and the City's scheduled use of the Facilities or event, the City's scheduled use or event shall have priority. In the event of such a conflict, the City shall notify the Contractor and, if requested to do so by the City, the Contractor shall cancel or reschedule the Contractor's conflicting use or event.

1.4 **Required Documentation:** By no later than March 15, 2026, Contractor shall provide the Director or designee with copies of the following documents:

(a) Names and contact information for the Contractor's Board of Directors, including names, addresses, email address and contact phone number, as well as the name and contact information for the Contractor representative appointed by the Board of Directors.

(b) Proof of the Contractor's continued active status as a nonprofit corporation in the State of Florida.

(c) Proof of the Contractor's continued membership in a national youth organization.

(d) Proof of insurance as identified in Article 11 of this Agreement.

(e) A notarized statement regarding background screening of coaches and assistant coaches as identified in Article 5 of this Agreement.

(f) A complete schedule of Contractor events including fundraising activities, practices, and games for purposes of scheduling field maintenance. Changes to the schedule shall be submitted to the Director at least 14 days in advance and the City will make its best effort to accommodate any changes made to the schedule by Contractor. In the event of cancellations of games and practices, the Contractor shall provide the City at least 7 days' notice; and

(g) Any additional documents requested by the Director or designee.

If the Contractor fails to provide any of these documents to the City prior to the deadline stated herein, the City may elect to unilaterally terminate this Agreement without any advanced or further notice. The deadline to provide

the documents may be extended only through written approval of the Director, at the Director's sole discretion.

1.5 Control of Facilities: While conducting games, practices and events, the City shall provide the Contractor access and keys to the Facilities, where necessary. However, the City shall retain its right to always access the Facilities and may require the Contractor to pay for the cost of a law enforcement officer to enforce applicable City ordinances, rules, and regulations, and/or to ensure the safety of residents and visitors, if deemed necessary by the City.

1.6 Contact Person:

(a) Contact for the City: **Andrew Plotkin**
Director of Parks and Recreation
(305) 948-2957
Andrew.Plotkin@citynmb.com

Contact for Contractor: **Gomez Laleau**
President
1151 NE 210 Terrace
Miami, FL 33179

(b) Contractor shall provide the City with an email address and phone number that can be used to correspondence and give notice to the Contact for the Contractor.

(c) The Parties shall direct all matters and communications arising in connection with the performance of this Agreement to the attention of the contact person(s) listed above for attempted resolution or action. The Contractor will advise the City in writing if the Contractor wishes to designate an alternative contact person or if the contact person is no longer associated with the Contractor.

(d) The Contractor will advise the City in writing within ten (10) days if the president of the Contractor changes.

(e) See Article 10 for the notice requirements under this Agreement.

ARTICLE 2 - COST SHARING

2.1 Capital Improvement Projects and In-Kind -Services:

(a) Currently budgeted project requests will only be considered for approval upon successful performance of this Agreement.

(b) The Director will consider all infrastructure and/or facility

improvement requests submitted in writing by the Contractor. Any such request must be submitted to the Director by no later than December 1, of each year to be considered in developing the Department's budget.

(c) Facility additions, structures or construction of any kind will not be permitted on City property without prior written request and written approval by the Director. It is the policy of the City not to construct or authorize any improvements to the Facilities that negatively affect the limited resources of the Department.

(d) Any authorized improvement to the Facilities by the Contractor will be viewed as a donation to the City and will become property of the City. A licensed and insured contractor shall perform all such improvements, changes, alterations, or additions and all costs (including any required permits) shall be borne by the Contractor.

(e) Necessary maintenance functions not performed by the Contractor in a timely fashion may be performed by the City, or at the City's discretion a City authorized vendor. The cost of maintenance will be billed directly to the Contractor and shall be paid by the Contractor within thirty (30) days of delivery of the invoice to the Contractor.

(f) Contractor shall be liable, and shall indemnify, defend, and hold the City harmless for any and all costs, claims, litigation or other legal action (whether civil, criminal, administrative, or investigative in nature), judgments, damages, losses, expenses, court costs, expert witness and professional consultation service fees and costs, and attorneys' fees and costs (including but not limited to appellate attorney fees and costs) arising out of (i) Contractor's use of the Facilities pursuant to this Agreement, and (ii) any negligence, errors, omissions, and/or willful actions by the Contractor, its officers, employees, agents, representatives, or subcontractors, in connection with any additions, improvements, maintenance, or construction of any kind by the Contractor to the Facilities or surrounding premises. The City's approval of any such addition, improvement, or construction shall not relieve the Contractor of this obligation.

2.2 **In-Kind Services**: Contractor agrees to provide the following in-kind-services:

(a) Support of community-based programs.

(b) Improvement of bleachers or benches.

(c) Replacement or improvements to bleachers or benches on the large field.

(d) Replacement or repair of fencing sections as mutually agreed to by the Contractor and the Director.

(e) Continue efforts to develop additional shared storage space; and

(f) Any additional services agreed to by the Director in writing.

ARTICLE 3 - TERM OF USE

3.1 **Termination**: The City shall have the right to terminate this Agreement with or without cause. If the City elects to terminate this Agreement, the City shall provide the Contractor with fifteen (15) calendar days' prior written notice, unless otherwise stated in this Agreement. The City may terminate or suspend the Agreement without any prior notice if public safety and/or welfare requires immediate termination, or if Contractor breaches any term of this Agreement.

3.2 **Right of Entry**: The City and/or its designated agents, and third parties with whom it has contractual relationships, shall have the right to enter and inspect the Facilities at any time during the term of this Agreement. The City shall have the keys to all buildings at the Facilities and shall use reasonable efforts to minimize interference with Contractor events. The City will provide the Contractor with 24-hour verbal or written notice of any need to utilize the concession and/or office.

3.3 **Licenses, Permits and Fees**: The Contractor shall be responsible for obtaining any licenses or permits required for the operation of the concession, for placing signs at the Facilities, and for any other activities conducted by the Contractor at the Facilities. The Contractor shall also be responsible for all fees related to the operation licensing and/or permits of their programs.

3.4 **Assignment, Leasing and Successors in Interest**: The City reserves the right to assign this Agreement. The Contractor, however, shall not assign this Agreement to any other persons or organization without first obtaining the Director's prior written approval. In addition, the Contractor shall not have the right to assign any of its rights or obligations under this Agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all its assets without the express and prior written consent of the Director. The Contractor shall not lease or allow any other organization or persons to utilize the Facilities but shall direct all inquiries to the City. Any attempt to assign any rights or obligations under this Agreement, in whole or part, without the City's prior written consent shall be deemed a default, subject to the remedies provided herein, and any such assignment shall be null and void.

ARTICLE 4 – CITY'S OBLIGATIONS

4.1 **City's Maintenance Responsibilities**: The City will endeavor in good faith to perform the following maintenance at the Facilities, subject to available staff and budget limitations:

(a) Mowing of the athletic fields and common areas.
(b) Coordinating the irrigation and lighting of the fields.
(c) Coordination of the fertilization, herbicide treatment, pesticide treatment and fungicide treatment of the fields.
(d) Maintenance of the public restrooms.
(e) Maintenance of building and field infrastructure.
(f) Provide trash bags and receptacles, and the removal of trash from receptacles and place into dumpsters.
(g) Over-seed the fields annually, or as needed at the City's discretion.

ARTICLE 5 – CONTRACTOR'S OBLIGATIONS

5.1 **Selection of Coaches and Officials:**

(a) The Contractor shall establish and adhere to guidelines and criteria for the selection and retention of athletic coaches, assistant coaches, and referees.

(b) The Contractor shall conduct annual background checks on all athletic coaches, assistant coaches, and referees in accordance with the instructions and requirements under Fla. Stat. § 943.0438, as amended from time to time. The current version of Fla. Stat. § 943.0438 is attached to this Agreement and its terms and obligations are incorporated into this Agreement as if fully stated herein.

(c) The Contractor shall not authorize or permit any athletic coach, assistant coach, board member, official, or referee to attend or participate in any Contractor event or activity at the Facility until and unless the Contractor has received a background check for each such individual that did not result in any disqualifications under Fla. Stat. § 943.0438.

(d) The Contractor will be responsible for verifying that all athletic coaches, assistant coaches, and referees have had background screening prior to the beginning of their respective seasons.

(e) One week prior to the start of the Season of each year, the Contractor shall provide the Director a notarized statement which provides the

names of all coaches, assistant coaches, and referees for the Contractor and attests to the fact that they have all been screened without any disqualifications in accordance with Fla. Stat. § 943.0438. The statement shall also attest that there are no other coaches, assistant coaches, or referees for the Contractor who are not on the list and that any new coaches, assistant coaches, or referees will not be authorized to attend or participate in any Contractor events or activities without first be the subject of the background screening required in Fla. Stat. § 943.0438, and if approved, the names will be submitted in an addendum to the list and submitted to the Director within five (5) days of the approval of the background screening. The Contractor further agrees to timely comply with any additional requirements for background screening that may be imposed during the term of the Agreement by the City.

(f) The Contractor shall not delegate any of the obligations discussed in Article 5.1 to any individual team.

5.2 <u>Concussion Protocol</u>:

(a) The Contractor shall establish and adhere to guidelines to educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury.

(b) The Contractor shall adopt bylaws or policies that require the parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including the risk of continuing to play after concussion or head injury, each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth's candidacy for an athletic team.

(c) The Contractor shall adopt bylaws or policies that require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury. Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory

Committee of the Florida High School Athletic Association.

(d) The Contractor shall not delegate any of the obligations discussed in Article 5.4 to any individual team.

5.3 **Clean Up:** The Contractor shall be responsible for all the trash and litter pick up from areas that will be used by the Contractor (soccer fields, benches, or bleachers, stands, concession area, parking lot, etc.) at the end of practices, games, and other events, and place them in the proper receptacles. The Contractor shall leave the Facility free of litter, personal items, materials, and equipment upon leaving the Facility after each day of use. If Contractor fails to clean the Facilities after each use, to the satisfaction of the City, then the City may clean up the Facilities and Contractor shall reimburse the City for all costs within 10 days of receiving an invoice from the City.

5.4 **Equipment:** The Contractor shall be responsible for any equipment loaned to the Contractor by the City. The Contractor shall ensure that all equipment in the concession stand, whether owned by the Contractor or the City, is in good working condition, and turned off following the completion of the season unless the Contractor and the City have made other arrangements. The Contractor shall, at the Contractor's expense, and without obligation or liability on the part of the City, maintain and replace all items or equipment owned by the Contractor, including but not limited to concession equipment, freezers, warmers, steamers, etc.

5.5 **Utility Charges:** The Contractor shall be responsible for all utility charges for use of concession, storage rooms, meeting rooms and press box.

5.6 **Admission:** The Contractor shall not charge admission to any game or activity under this Agreement.

5.7 **Alcohol and Tobacco:** The Contractor shall not sell, give, permit, or otherwise distribute any alcohol beverages or tobacco products at the Facility.

5.8 **Emergency Declarations and COVID-19**:

(a) The Contractor shall comply with all requirements imposed by all federal, state, county, and City emergency declarations. Failure to do so will result in immediate termination of this Agreement without notice.

(b) The Contractor shall educate, and continue to educate, its directors, coaches, referees, members, employees, staff, and volunteers on federal, state, county and local laws, orders, directives, and

guidelines relating to COVID-19 (including the Center of Disease Control's prevention guidance), and shall ensure compliance with all such orders, directives and guidelines while on City property and covenant not enter onto City property if any Contractor member is experiencing any symptoms of COVID-19, or has a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19.

(c) Notwithstanding the risks associated with participating in events held on City facilities, the Contractor accepts and assumes all risks and liability of personal injury, illness, disability, death, or property damage related to COVID-19, arising from being on the premises or engaging in activity on the premises, whether caused by the negligence of the City or otherwise.

ARTICLE 6 – DEFAULT

6.1 In the event of a breach in performance of any covenant, condition, or provision herein contained, the City may serve written notice of such breach on the Contractor. If, within thirty (30) calendar days of the Contractor receiving the notice of default, the Contractor fails to provide the City with sufficient proof that the Contractor has remedied such default, to the satisfaction of the City, then the City may immediately terminate this Agreement and repossess the Facility. Notwithstanding this provision, the City may immediately terminate or suspend this Agreement in the interest of public safety or welfare without notice. This provision does not apply to any other time periods for terminating the Agreement as otherwise provided in this Agreement.

ARTICLE 7 - IMPOSSIBILITY OF PERFORMANCE

7.1 If the Facility or any part is destroyed or damaged by fire, acts of God, or any other cause, or if any other casualty, health pandemic, or unforeseen occurrence renders the fulfillment of this Agreement by the City impossible, then this Agreement may be immediately suspended or terminated at the City's discretion. The Contractor hereby waives any claim for damages or compensation from the City because of such termination.

ARTICLE 8 – INDEMNIFICATION

8.1 The Contractor will indemnify, defend, and hold the City and its elected officials, officers, agents, employees, representatives, and servants harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms, corporations, or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Facility, the parking area or other areas of the Facility and

surrounding premises by the Contractor or its officers, agents, servants, employees, volunteers, exhibitors, independent contractors, subcontractors, patrons, guests or invitees; and in the event that suit shall be brought against the City, either independently or jointly with the Contractor on account thereof, the Contractor will defend any such suit or suits—including appellate proceedings—at the sole cost of the Contractor; and in the event of final judgment being obtained against City, either independently or jointly with the Contractor, then the Contractor will pay such judgment immediately, in full, with all interest and costs thereon, and shall hold the City harmless therefrom. In the event the Contractor shall fail to defend any such action on behalf of the City to the satisfaction of the City, City may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense shall be borne exclusively by the Contractor and paid by the Contractor in such intervals and in such amounts as the City shall demand.

ARTICLE 9 – LIABILITY

9.1 Liability for Damage or Injury: The City shall not be liable for any loss, damage or injury which may be sustained by any party or persons at the Facility other than the damage or injury caused solely by the negligence of the City.

9.2 Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by law and set forth in Section 768.28 Fla. Stat. This provision shall survive the termination of this Agreement.

ARTICLE 10 – NOTICES

10.1 Wherever in this Agreement notice, or demand is required or permitted to be given or served by either party to the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by registered or certified mail, postage prepaid, to the respective addresses hereinafter set forth. Either party may change such addresses from time to time by serving notice as above provided.

TO CITY:
Darvin Williams
City Manager
17011 NE 19 Avenue
North Miami Beach, FL 33162
Darvin.Williams@citynmb.com

Office of the City Attorney

City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939

TO CONTRACTOR:
Gomez Laleau
President
Little Haiti FC Inc.
1151 NE 210 Terrace
Miami, FL 33179

ARTICLE 11 – INSURANCE

11.1 The Contractor shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance providing for a minimum of $1,000,000.00 in coverage. The Contractor shall ensure that accident insurance is available to all sports coaches, referees, and participants. The name of the insured on the policy shall be the same as the Contractor and the City shall be named as an additional insured under said policy. A copy of the insurance certificate showing the City as an additional insured shall be provided to the Director no later than December 1, 2023. In the event the Contractor fails to deliver said certificate to the City in the above stated manner, the City may terminate or suspend this Agreement without notice or, alternatively, the City may procure the required policy at the Contractor's expense. The certificate procured by the Contractor shall provide for thirty (30) days prior written notice from the insurer to the City of any cancellation or amendment to said insurance policy.

ARTICLE 12 - CITY RULES AND REGULATIONS

12.1 The Contractor will observe, obey & comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of all other governmental units and agencies having lawful jurisdiction, which may be applicable to Contractor's operations under this Agreement.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 **Independent Contractor**: Contractor acknowledges that it is an independent contractor and not an employee, agent, or representative of the City. Contractor agrees that it is responsible to all parties for all its acts or omissions, including but not limited to the acts or omissions of any of its officers, agents, employees, contractors, or representatives, related to the use of the Facilities.

13.2 **Indulgence Not Waiver**: The indulgence of either party regarding any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any other portion of this Agreement at the time the breach or failure occurs or at any time throughout the term of this Agreement.

13.3 **Interpretation**: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations.

13.4 **Venue**: In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, for claims under state law, and the Southern District of Florida for any claims under which a U.S. District Court may have subject matter jurisdiction.

13.5 **Mediation**: In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. This non-binding mediation is a condition precedent to any lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Miami-Dade County. The parties shall equally share the fee of the mediator. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall be inadmissible as evidence in any subsequent proceeding concerning the disputed issue.

13.6 **Statutory Duties**: The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

13.7 **Severability**: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable.

13.8 **Survival of Provisions**: Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully

enforceable by either party.

13.9 **Attorneys' Fees and Waiver of Jury Trial**: If either the City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to reimbursement of its attorney fees, costs, and expenses, at the trial and appellate level. In the event of any litigation arising out of this Agreement. EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

13.10 **Counterparts**: This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute the same instrument.

13.11 **Authorization to Sign Contract**: The execution and delivery of this Agreement by both parties is within their capacity and all requisite action has been taken to make this Agreement valid and binding on the parties in accordance with its terms.

13.12 **Public Records**: Notwithstanding anything contained herein, as provided under Section 119.0701, Fla. Stat., if Contractor: (i) provides a service; and (ii) acts on behalf of City as provided under Section 119.011(2) Fla. Stat., the Contractor shall comply with the requirements of Section 119.0701, Fla. Stat., as it may be amended from time to time. The Contractor is specifically required to:

(a) Keep and maintain public records required by the City to perform services as provided under this Agreement.

(b) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with City fees associated with public records requests.

(c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor

unless notified by City's representative/liaison, on behalf of the City's custodian of public records, to keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of City, and at no cost to City.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. City shall have the right to exercise all remedies available to it, including but not limited to, the right to terminate for cause. The Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, Fla. Stat., and other requirements of state law applicable to public records not specifically set forth herein.

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, PLEASE CONTACT THE CITY CLERK AT 17011 NE 19 AVENUE, NORTH MIAMI BEACH, FL 33162, BY E-MAIL AT ANDRISE.BERNARD@CITYNMB.COM OR BY TELEPHONE AT 305-787-6001.

13.13 **E-Verify:** Pursuant to a recent change in state law approved by the Florida Legislature, all government agency contracts are required to have a clause regarding "e-verify." Accordingly, to the extent the City does not already include language similar to the below, all procured contracts should include the following clause:

> ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

The following terms and conditions also apply:

(a) Contractor shall require each of its subcontractors to provide

Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(b) City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City because of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13.14 **Scrutinized Companies:** By execution of this Agreement, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of this Agreement. The City shall provide notice, in writing, to Contractor

of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

[REMINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

CITY OF NORTH MIAMI BEACH

_____
Darvin Williams, City Manager

ATTEST:

_____
Andrise Bernard, City Clerk

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

_____
Greenspoon Marder LLP, Joseph Geller, City Attorney,

LITTLE HAITI FC INC.

_____
Gomez Laleu, President

WITNESS

_____

Name: _____

AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING

INDEPENDENT SANCTIONING AUTHORITY NAME ("Authority"):

_____

CONTACT'S NAME _____
TITLE_____

DATES(S) OF FACILITY/ FIELD RENTAL:

_____

The undersigned, under penalty of perjury and based on personal knowledge, swears that (check one):

[ ] The Authority identified above has performed background screening of all athletic coaches, assistant coaches, referees, and any other required individuals pursuant to the instructions and requirements set forth in Fla. Stat. § 943.0438, Fla. Stat. § 435.03, and any other applicable law. None of the active athletic coaches, assistant coaches, or referees are disqualified under Fla. Stat. § 943.0438, and the Authority has deemed all such individuals eligible to participate in activities under the Authority's agreement with the City of North Miami Beach; or

[ ] No individuals providing services or activities under the Authority's agreement with the City of North Miami Beach are required under Fla. Stat. § 943.0438, to be background screened.

The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the City of North Miami Beach Parks and Recreation office.

Each athletic coach, assistant coach, and referee providing services or activities under the Authority's agreement with the City of North Miami Beach who is required to be screened under Fla. Stat. § 943.0438 or any other applicable law is listed in Exhibit "A" to this affidavit, and is identified by name, birth date, and date deemed eligible by the Authority.

_____
Signature of Affiant

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, 2023, by means of ( ) physical presence or ( ) online notarization, personally appeared _____, as an authorized representative of _____, ( ) who is personally known to me or ( ) who has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida

My commission expires:

EXHIBIT "A" TO AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING

Name	Birth date	Date deemed eligible

North Miami Beach Warriors FC

Annual Soccer Academy Budget

Item	Description	Calculation	Annual Cost ($)
Practice Uniforms	Two sets for 60 players	Fixed Cost	$9,000.00
Game Uniforms (Home/Away)	Full home and away kits	Fixed Cost	$13,000.00
Coaches Salaries	3 Coaches @ $600/month	3 x 600 x 12	$21,600.00
Registrar Salary	Registrar @ $500/month	500 x 12	$6,000.00
Practice Soccer Balls	80 balls @ $30 each	80 x 30	$2,400.00
Coaches Uniforms	3 sets @ $80 each	3 x 80	$240.00
TOTAL ANNUAL BUDGET			$52,240.00

Total Estimated Annual Operating Budget: $52,240.00

Legislation
11.6.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by Vice Mayor Smukler
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-61 Expressing Disagreement and Disapproval of Resolution No. R2022-33, Censuring Commissioner Barbara Kramer (Sponsored by Vice Mayor Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING DISAGREEMENT AND DISAPPROVAL OF RESOLUTION NO. R2022-33; 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, Resolution No. R2022-33 censuring Commissioner Barbara Kramer was approved and adopted on February 15, 2022 by the City of North Miami Beach City Commission; and

WHEREAS, the Mayor and City Commission desire to express their disapproval of the adoption of Resolution No. R2022-33 censuring Commissioner Barbara Kramer; and

WHEREAS, the Mayor and City Commission disagree with and disapprove of Resolution No. R2022-33.

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

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

Section 2. The Mayor and the City Commission hereby express their disagreement and disapproval of Resolution No. R2022-33.

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

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

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

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

provisions of this Resolution are declared to be severable.

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of April 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

Legislation
11.7.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by Vice Mayor Smukler
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-62 Expressing the Desire of the City Commission to Reprimand Mayor Michael Joseph For Not Reimbursing the City of North Miami Beach for the Sum of $3,001.90 Related to a Travel Upgrade (Sponsored by Vice Mayor Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Formal Reimbursement Request - MJoseph

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING THE DESIRE OF THE CITY COMMISSION TO REPRIMAND MAYOR MICHAEL JOSEPH FOR NOT REIMBURSING THE CITY OF NORTH MIAMI BEACH FOR THE SUM OF $3,001.90 RELATED TO A TRAVEL UPGRADE FOR MAYOR MICHAEL JOSEPH'S TRAVEL FOR HIS SEPTEMBER 14–19, 2025 TRIP TO JAPAN FOR A SISTER CITIES INTERNATIONAL PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of North Miami Beach ("City") had a Sister Cities International Program scheduled in Japan on September 14–19, 2025; and

WHEREAS, Mayor Michael Joseph ("Mayor Joseph") traveled to Japan as part of the City's official delegation; and

WHEREAS, Mayor Joseph's airline ticket for the travel to Japan was upgraded to a higher class of service at an additional cost of $3,001.90; and

WHEREAS, by correspondence dated April 1, 2026 Mayor Joseph was asked to reimburse the City for the additional costs of the service upgrade of $3,001.90 within 30 business days.

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

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

Section 2. The City Commission of the City of North Miami Beach desires to reprimand Mayor Michael Joseph for not reimbursing the City for the upgrade and requests him to reimburse the City for the sum of $3,001.90 representing the service upgrade.

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 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 6. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of April 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

Procurement Management Department

April 1, 2026

Mayor Michael Joseph, Esq.
City of North Miami Beach

Re: Repayment of Travel Reimbursement – September 14–19, 2025

Dear Mayor Joseph,

Following an internal review of the travel reimbursement issued for the trip taken September 14–19, 2025, it was determined that the airfare associated with the reimbursement included seat upgrades equivalent to first-class or premium cabin accommodations.

The reimbursement, issued on December 4, 2025, in the amount of $3,001.90, has been determined to fall outside the parameters of Florida Statutes §112.061 (Per Diem and Travel Expenses of Public Officers, Employees, and Authorized Persons) and the City's travel policy, which require the use of the most economical travel options when utilizing public funds and provide that travel upgrades or enhancements made for personal convenience must be borne by the traveler.

A review of comparable economy travel options for the same travel dates indicates that the airfare paid exceeded typical economical travel costs and included discretionary upgrades not considered necessary for official City business.

Based on these findings, the City is requesting that the amount of $3,001.90 be reimbursed to the City; as follows:

- *Full payment in the amount of $3,001.90 within thirty (30) business days from receipt of this letter. Payment may be made by check payable to City of North Miami Beach and delivered to the Finance Department.*

If you have any questions or would like to discuss this matter further, please do not hesitate to reach out. Thank you for your prompt attention to this matter.

Respectfully,

Shereece George Depusoir, *Chief Procurement Officer*

Legislation
11.8.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sponsored by City Manager
VIA:	City Manager Darvin Williams
DATE:	April 21, 2026

RE: Resolution No. R2026-63 Approving a Purchase Order for Trenchless Rehabilitation Services Through a Piggyback Contract with Instiuform Technologies LLC (Sponsored by City Manager)

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 TRENCHLESS REHABILITATION SERVICES THROUGH A PIGGYBACK CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC; IN A BUDGETED AMOUNT NOT TO EXCEED $1,498,335.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Omnia Partners Cooperative**,** a governmental cooperative purchasing organization that competitively solicits and awards contracts for use by participating public agencies, through lead agency DuPage County, awarded contract No. 23-065-PW *Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure* to Insituform Technologies, LLC. effective February 13, 2024, through February 12, 2027, with renewals through February 12, 2029 (Piggyback Contract); and

WHEREAS, the sewer lines located within the basins at the Sunshine 1 & 2, Master, and Palm Land lift stations have exhibited signs of deterioration due to age and prolonged exposure to corrosive wastewater conditions, and these lift stations are critical components of the City's wastewater collection system, requiring ongoing maintenance to ensure operational reliability; and

WHEREAS, the NMB Water Department desires to have CCTV inspection services performed to assess the condition of the sewer lines within these lift station basins, as well as to complete any necessary lining repairs identified through the inspection process, in order to prevent service disruptions and reduce the risk of sanitary sewer overflows; and

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

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract in a budgeted amount not to exceed $1,498,335.00 to purchase trenchless rehabilitation services at the North Miami Beach Water Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to issue a Purchase Order through the Piggyback Contract in a budgeted amount not to exceed $1,498,335.00 for filter rehabilitation services with Insituform Technologies, LLC.

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 Insituform Technologies, LLC in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed $1,498,335.00 to purchase trenchless rehabilitation services for the NMB Water Department, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of April 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

February 27, 2026

CITY COMMISSION

STAFF REPORT

DEPARTMENT: NMB Water

SUBJECT:

Motion to approve and authorize an expenditure in an amount not to exceed $1,498,335.00 under the piggyback agreement executed on September 18, 2024, between the County of DuPage, Illinois and Insituform Technologies, LLC, utilizing the Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services Contract (23-065-PW), to conduct CCTV inspection of sewer lines at the Sunshine 1 & 2, Master, and Palm Land lift station basins and perform lining repairs of sewer lines identified through the CCTV inspection.

BACKGROUND OF ITEM:

The sewer lines located within the basins at the Sunshine 1 & 2, Master, and Palm Land lift stations have exhibited signs of deterioration due to age and prolonged exposure to corrosive wastewater conditions. These lift stations are critical components of the City's wastewater collection system, and maintaining their structural integrity is essential to prevent service disruptions and potential sanitary sewer overflows.

CCTV inspection is necessary to assess the internal condition of the sewer lines and identify structural deficiencies. Based on the inspection results, lining repairs will be performed on segments requiring rehabilitation. This proactive maintenance will extend the service life of the infrastructure, reduce the risk of failures, and help ensure continued reliable wastewater service.

ANALYSIS:

- **Restores Reliability:** Reinforces pipe integrity and reduces the risk of failure.
- **Ensures Operational Readiness:** Supports uninterrupted operation of the Sunshine 1 & 2, Master, and Palm Land lift stations.
- **Cost-Effective:** Utilizes the County of DuPage piggyback contract at a not-to-exceed cost of $1,498,335.00, avoiding the need for separate competitive solicitation.
- **Minimal Disruption:** Trenchless rehabilitation minimizes excavation, reducing impacts to surrounding infrastructure, traffic, and the community.

Approval will allow the City to proceed with necessary inspection, repair, and lining activities to maintain system reliability and compliance with operational standards. Open-cut replacement was evaluated; however, it would be significantly more costly, time-consuming, and disruptive.

FISCAL IMPACT:

Total Not Exceed: **$1,498,335.00**

Budget Line Item:

General Ledger Account #	Budgeted Amt.	Available Amt.	New Request Amt.	Remaining Amt.
450910-535631	$2,950,000.00	$2,769,700.00	$1,498,335.00	$1,271,365.00

The total fiscal impact of this item is **$1,498,335.00**. Funds for this expenditure are available within the approved budget. No additional budget appropriation is required.

ALTERNATIVES:

- **Do Nothing** – Avoids immediate cost but risks emergency failures and service interruptions.
- **Open-Cut Replacement** – Fully replaces the pipe but is more expensive, time-consuming, and disruptive.
- **Trenchless Lining Repair (Recommended)** – Restores pipe integrity, is cost-effective, and minimizes disruption.

ATTACHMENTS:

- Quote dated 2/26/2026
- Certificate of Liability Insurance
- Contract #23-065-PW

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: _____

Primary Contact Name: _____ for HN PM

Primary Contact E-mail: _____

Secondary Contact Name: _____

Secondary Contact E-mail: _____

Department Phone: _____

Department Fax: _____

Company Name: _____

Contact Name: _____

Company Address: _____

_____

Company Phone: _____

Company E-mail: _____

Vendor Registration #: _____

Piggyback Contract Details

Cooperative ☐ / Public Entity ☐

1. Contract Title: _____

   a. Awarding Agency _____ b. Contract / Solicitation # _____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____

3. Total Value of Contract: $ _____

4. Account Number(s): FY ____ _____ FY ____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑

6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑

7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter/Executed Contract ❑

Proposal/Quote ❑ Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑

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

8. Provide details (expiration dates, special requirements, etc). _____

9. Will this require matching funds? Yes ❑ No ❑

10. Grant source? _____ Grant (dollar) amount? _____

11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

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

	Approved	Date
Form Prepared By:		
Department Director:	for HN Pedro Melo	3/3/2026
Finance Director:		
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

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

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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

TO: City Manager

VIA: Chief Procurement Officer

FROM: _____ _____
Director Title/Department

_____ _____
Signature Date

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____
(Purchases/Contracts up to $50,000.00)

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

Date: 2/26/2026
Project: **City of North Miami Beach**
Sunshine 1 & 2, Master, Palm Land
Parent Contract: Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498
Customer: City of North Miami Beach
Attention: Pedro Melo
Assistant Director For Operations And Maintenance NMB Water
City of North Miami Beach
T (305) 948-2967, ext. 32002

Job Location:
CCTV- Sunshine 1 & 2, Master, Palm Land
Lining- Priorty Lines Identified in CCTV

Re: City of North Miami Beach Annual Lining Contract

Dear Pedro Melo,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **the City of North Miami Beach,** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

ITEM	DESCRIPTION	UNIT OF MEASURE	BID UNIT PRICE	QTY	TOTAL
2	8" x 6.0mm	LF	$ 45.00	12000	$ 540,000.00
3	10" x 6.0mm	LF	$ 50.00	1000	$ 50,000.00
16	6" & 8" Additional 1.5mm	LF	$ 1.00		$ -
17	10" & 12" Additional 1.5mm	LF	$ 6.00		$ -
27	6" - 12" CIPP Setup Charge Per Install Length	LF	$ 20.00		$ -
31	6" - 10" Backyard Easement Setup Per Install Length	LF	$ 20.00		$ -
34	CIPP Short Length Add-On (<300 LF)	IN/DIA/FT	$ 25.00		$ -
37.1	Service Reinstatement in 6" - 18"	EA	$ 350.00	265	$ 92,750.00
57	8" Clean and TV	LF	$ 5.25	100000	$ 525,000.00
58	10" Clean and TV	LF	$ 6.50	3000	$ 19,500.00
63	24" Clean and TV	LF	$ 15.00	639	$ 9,585.00
71	6" - 18" Post TV Inspection After Rehabilitation	LF	$ 5.00	13000	$ 65,000.00
75	Root/Grease removal 6" - 12"	LF	$ 5.00	2000	$ 10,000.00
78	Other Remote Obstruction removal (max. 3 lf)	EA	$ 1,500.00		$ -
96	Set Up 4" Pump (Per Pump)	EA	$ 1,000.00	8	$ 8,000.00
100	Set Up 4" Piping	LF	$ 10.00		$ -
106	Operate 4" pumping System (Fuel & Maint. Per pump)	DAY	$ 400.00		$ -
363	Tuberculation Removal (Pressure & Gravity Pipelines)	IN/DIA/LF	$ 5.00		$ -
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia)	EA	$ 6,000.00	1	$ 6,000.00
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	LF	$ 425.00	20	$ 8,500.00
507	Travel and Mobilization	EA	$ 15,000.00	3	$ 45,000.00
A6.15	Traffic Control - Residential	Day	$ 3,000.00	28	$ 84,000.00
A6.16	Traffic Control - Lane Closure	Day	$ 3,500.00	10	$ 35,000.00
A6.17	Traffic Control - DOT or other governed agency	Day	$ 4,000.00		$ -
A6.18	Flagmen	HR	$ 100.00		$ -
A6.20	Lighted Arrow Board (Per Arrow Board)	Day	$ 2,000.00		$ -
A6.21	Traffic Control Plan (3rd Party Certified)	EA	$ 5,000.00		$ -
	Grand Total			**TOTAL**	**$ 1,498,335.00**

NOTES:
Pricing is based on City's estimates, invoicing will be based on field measurements of work perfrmed.
Hydrant Meter is the responsibility of Insituform
Erosion Control not included
Permitting not included.

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |

DUPAGE COUNTY, IL

Contract # 23-065-PW (1)

for

Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

with

Insituform Technologies, LLC

Effective: February 13, 2024

The following documents comprise the executed contract between the DuPage County, IL and Insituform Technologies, LLC, effective February 13, 2024:

I. Vendor Contract
II. Request for Proposal and Bid Information
III. Offeror's Response to the RFP, incorporated by reference

CONTRACT 23-065-PW BETWEEN INSITUFORM TECHNOLOGIES, LLC
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 13th day of February, 2024, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Insituform Technologies, LLC licensed to do business in the State of Illinois, located at 580 Goddard Avenue, Chesterfield, Missouri 63005 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 23-065-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on 02/13/2024 and continuing through 02/12/2027.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS	**CONTRACTOR**
By: Valerie Calvente	By:
SIGNATURE	SIGNATURE
Valerie Calvente	Patrizia H. Sordillo
PRINTED NAME	PRINTED NAME
Chief Procurement Officer	Contracting & Attesting Officer
PRINTED TITLE	PRINTED TITLE
02-16-2024	February 15, 2024
DATE	DATE

DUPAGE COUNTY

FINANCE DEPARTMENT

630-407-6100

www.dupagecounty.gov/finance

CONTRACT AMENDMENT

DuPage County - Procurement Services Division

Contract Number: 23-065-PW

Contract Amendment No. 1

Effective June 25, 2024

This Contract is Amended as Follows:

Contract Number: 23-065-PW

Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

1) The addition of the following specifications/scope(s) of work by Insituform Technologies, LLC, for: Epoxy Lining of Water Mains, Cement Lining of Water Mains, Close Tolerance Pipe Slurrification, and Flexible Fabric Reinforced Pipe, as set forth in Exhibits A, B, C, D, and E (Pricing), attached hereto.

All other provisions of the contract not expressly changed herein shall remain the same in their entirety.

The parties represent and warrant to each other that each party has full power, authority and legal right to execute, deliver and perform this Amendment and the execution, delivery & performance hereof have been duly authorized by all necessary actions.

IN WITNESS, WHEREOF the undersigned duly authorized representative of the parties has executed this Amendment as of the date below written.

THE COUNTY OF DUPAGE, ILLINOIS	**INSITUFORM TECHNOLOGIES, LLC.**
By: _____ SIGNATURE	By: _____ SIGNATURE
Deborah A. Conroy PRINTED NAME	Patrizia H. Sordillo PRINTED NAME
DuPage County Chair PRINTED TITLE	Contracting & Attesting Officer PRINTED TITLE
7-17-2024 DATE	July 9, 2024 DATE

EXHIBIT A - SPRAY APPLIED EPOXY LININGS FOR WATER LINE REHABILITATION

PART 1 GENERAL

1.01. DESCRIPTION

A. Provide all labor, materials, equipment, and appliances required for the installation and testing of epoxy-based spray applied liner for the rehabilitation of water lines

B. Achieve curing through controlled chemical reaction that results in a hard, water tight coating of specified thickness with a uniformly smooth interior

C. Spray lining application method which uses centrifugal force to apply a plural component lining mixture to the interior of piping systems. The system shall be able to accommodate varying pipe diameters as well as be able to accommodate elbows and bends within the pipes, while applying an even, smooth lining throughout the entire length of pipe that is required within the specified scope of work.

D. Work shall include surface preparation, liner application, inspection of coated surfaces and corrective action required, protection of adjacent surfaces, cleanup and appurtenant work required for the proper coating of all surfaces to be coated.

E. Perform Work in strict accordance with manufacturer's published recommendations and instructions, unless the ENGINEER stipulates that deviations will be for the benefit of the project.

1.02. REFERENCE STANDARDS

A. American Water Works Association (AWWA) Manual of Water Supply Practices M28

B. NSF/ANSI 61 – Drinking Water System Components – Health Effects

1.03. QUALITY ASSURANCE

A. Epoxy Lining

1. Comply with latest editions of AWWA C620 – "AWWA Standard for Spray-Applied In-Place Epoxy Lining of Water Pipelines, 3 In. (75 mm) and Larger"

2. Epoxy Manufacturer: Minimum of 10 years documented experience in the design, development, and production of products specified in this section.

3. Manufacturer shall have supplied the same specific epoxy product proposed for this project on other water main epoxy lining projects within the continental United States within the past two years, constituting a total of 20,000 linear feet of successfully applied epoxy liner, as supported by specific references (name, title, phone number) of water main OWNERs.

B. Spray Lining Equipment: Certified by Manufacturer to provide the necessary and appropriate equipment and monitoring devices to apply the Manufacturer's spray liner to the interior of water main pipe in accordance with the Manufacturer's requirements, as well as all standards referenced in these specifications. CONTRACTOR to provide the OWNER written proof that the machine has been serviced and calibrated once a year or any other times between.

C. Video Inspection

1. Provide video inspections for the following;
    a. After cleaning
    b. After coating application

1.04. SUBMITTALS

In accordance with the procedures and requirements set forth in Section 01 33 00 Submittal Procedures, submit the following:

A. Product Data

a. Manufacture's literature, warranty, and Material Safety Data Sheets for each product

b. Lining schedule identifying surface preparation and lining systems proposed

c. Provide the name of the liner product manufacturer, and name, address, and telephone number of manufacturer's representative.

d. NSF Standard 61 certificate for the lining system.

e. Data for the minimum and maximum curing temperatures, minimum and maximum allowable installation pressures and speeds, application rates, curing times and curing procedures.

f. Repair methods and equipment to be used to repair unacceptable liner defects and for removing failed liner.

B. Provide qualification of CONTRACTOR'S personnel

C. Provide a list of the type of equipment to be used for surface preparation and the lining system including calibration logs of the lining machine.

D. Field testing equipment and procedures for each type of material/process/product proposed:

1. Adhesion testing
2. Thickness testing

E. Pre-lining video inspection and post-lining video inspection in a video format acceptable to Engineer.

F. Post Lining Pipe Samples:

1. Dip Cards: Submit beginning of lining run and end of lining run dip cards after curing.

1.05. COORDINATION

A. Coordinate Work of this Section with users connected to system.

1. Notify all residents and businesses at least 2 weeks in advance of expected disruption of water service via a door hanger provided by the OWNER.
2. Notify all residents and businesses at least 48 hours in advance of expected disruption of water service via a door hanger provided by the OWNER.
3. Limit disruption of service to individual properties to one-time occurrence for maximum of eight hours.
4. Do not disrupt customer service between hours of 5:00 PM and 8:00 AM without prior approval from ENGINEER/OWNER.
5. Provide and maintain temporary facilities, including piping and pumps, to meet requirements.

1.06. EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to application.

B. Existing Pipe Conditions:

C. Pipe material, size and condition may vary from the Drawings. Verify prior to application.

1.07. WARRANTY

A. All work shall be warranted/ guaranteed for one (1) year from date of installation against all defects in material, equipment and workmanship. Lining warranty shall include deterioration of liner or loss of adhesion of the lining to the pipe wall.

B. This warranty shall be voided by the following:

1. Welding or "hot" work performed on the pipe system around welded area.
2. Introduction of acids into the pipe system with concentrations in excess of (10%)
3. Obvious physical damage to the pipe or pipe system outside of the relined pipe
4. Disassembly or mechanical altering of the pipe system without first consulting with the applicator to ensure warranty compliance.
5. Damage to the pipe system due to natural causes (e.g. pipe bursting from internal expansion in freezing temperatures, earthquake or flooding damage.
6. Other stresses placed on the pipe or pipe system or its contents which are not considered normal to the original intended use or function of the pipe system.

C. Upon notification from the OWNER of any defect found, the CONTRACTOR shall promptly repair or adjust the necessary items required for the repair. The

CONTRACTOR shall be responsible for all expenses incurred as a result of warranty work.

PART 2 MATERIALS

2.01. SPRAY APPLIED LINER

A. Liner material – A sprayable resin-based 100% solids, solvent-free system used to form a monolithic liner covering all interior pipe surfaces. All materials shall be NSF 61 potable water certified.

B. Thickness:

1. Individual liner thicknesses is called out in the bid item list and shall be verified by the CONTRACTOR and submitted prior to the start of Work. CONTRACTOR may elect to design and install multiple thickness liners for various diameters/configurations/depths within a given pipe segment or install a uniform thickness within a given pipe based on the thickest required portion of the liner.

   a. Maximum internal pressure: 150 psi

   b. Minimum internal pressure: 0 psi

   c. Minimum safety factor: 2

   d. A minimum service life of 50 years under continuous service.

   e. Physical Properties requirements on (1/8" casting)

      1) Tensile Strength (ASTM D638-86): 7,000psi

      2) Flexural Strength (ASTM D790-86): 11,000psi

      3) Flexural Modulus @ 0.100" (ASTM D790-86): 500,000psi

      4) Compressive Strength (ASTM D695-85): 12,000psi

      5) Tensile Elongation at Break: 4.8%

C. Purchase liner product from an approved manufacturer. Ship in sealed containers each marked with a batch number, date manufactured, shelf life, mix ratio, storage temperature tolerance range, and instructions for storage and safe handling.

1. CONTRACTOR shall not use a product that has exceeded its shelf life.

D. Provide the same lining product for the entire project produced by the same manufacturer. Use only thinners approved by the manufacturer, and only within manufacturer's recommended limits.

E. Ensure compatibility of total coating system for each substrate.

F. Require that personnel perform work in strict accordance with the latest requirements of OSHA Safety and Health Standards for construction. Meet or exceed requirements of regulatory agencies having jurisdiction and the manufacturer's published instructions and recommendations. Maintain a copy of all Material Safety Data Sheets at the job site of each product being used prior to commencement of work. Provide and require that personnel use protective and safety equipment in or about the project site. Provide respiratory devices, eye and face protection, ventilation, ear protection, illumination and other safety devices required to provide a safe work environment

G. Acceptable manufacturers

1. Epoxy Structural Lining

a. Warren Environmental, Inc. 301-01

b. Approved equal.

2.02. APPLICATION EQUIPMENT

A. Spray Lining Equipment

1. The Pipe Lining Equipment will be controlled with a computer operated system control that will monitor the flow characteristics of the lining material as it flows through the machine for constant quality control. The system will have automatic alarms in place to allow the machine to abort lining should and abnormalities occur during the process.

2. Spray lining equipment shall be in accordance with the manufacturer's recommendations and maintained and calibrated regularly.

PART 3 EXECUTION

3.01. VIDEO INSPECTION

A. Pre-lining and post-lining video inspection is required.

1. Conduct all video inspections with Engineer present.

2. Provide video and output report to the Engineer for each pre-lining and post-lining video with pay application. The output shall include limits, such as address and or intersections with footages.

B. Pre-Lining Video:

1. Visually inspect pipeline after pipeline has been cleaned to ensure cleaning has adequately removed deposits and that the liner can adequately be installed.

2. If the pipeline has to be re-cleaned, re-inspect with video equipment.

C. Post-Lining Video:

1. Visually inspect pipeline after lining has fully cured according to the cure times submitted.

2. Clean and disinfect video inspection equipment.

3. If the liner has repairs, re-inspect with video equipment for final post-lining video submission.

4. Utilize rollers so that cables, rods, and wires do not come in direct contact with the cut pipe edge or excavation edge.

3.02. PIPE CLEANING AND SURFACE PREPARATION

A. Pipe Cleaning and Surface Preparation

1. An opening at both ends of the pipe for access is required to allow access and egress for cleaning equipment.
2. Surface preparation methods shall be based upon the conditions of the substrate and the requirements of the spray in place pipe lining system.
3. Upon completion of the cleaning process the pipe shall be showered with compressed air to remove any leftover debris.
4. Coordinate with the OWNER to close the necessary valves or as directed by OWNER to isolate sections scheduled for cleaning from water mains providing active service. Verify that all customer connections affected by this action are served by the temporary water system and verify that no water is leaking into the sections to be cleaned and lined.
5. Field verify length of water main sections; limit lengths of individual pipe sections for cleaning and lining to not greater than the maximum length that can be lined with lining in one continuous operation using the CONTRACTOR'S equipment.
6. Isolate air release valves, if present, from water main section.
7. Clean and abrade pipe to produce a sound substrate with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. Remove heavy build up and scale in the pipe via approved method.
8. Notify Engineer if tees, crosses, valves, or reducers are encountered, other obstructions in pipe are found, or if bends, pipe sleeves, or couplings are encountered that the cleaning equipment will not pass through safely, or will not pass through and meet the cleaning standard specified. These obstructions shall be noted on red line drawings submitted to Engineer.
9. Excavate to remove obstructions by installing obstruction pits at these locations when directed by ENGINEER
10. Pass a suitably sized mandrel or "prover" through the water main to ensure that there is adequate clearance without obstructions for passing the applicator head through the entire section of pipe during lining.
11. Remove and dispose of dirty water and materials from the cleaning operation; obtain necessary disposal permits as required by law. Take appropriate steps to minimize public view of the material removed from the water main. With the approval of the OWNER, CONTRACTOR may provide settling tanks to remove coarse debris from the cleaning wastewater and discharge decant to a sanitary sewer manhole

3.03. APPLICATION

A. The pipe matrix will be entered into the computer control system, mapping any abnormalities and or imperfection into the pipe. This will allow the controls of the system to apply more or less material at the particular points noted.

B. The lining head will be implemented in an enclosure at the exit of the pipe matrix.

The material flow and mix ratio will be checked for abnormalities as a final physical quality control measure prior to the lining heads entry.

C. The lining head is entered into the pipe matrix and is then left to automated controls of the coating machine. The computer control system is monitored by a pipe lining operator during the entire process. The system is monitored at the opening of the pipe as well as monitored from the pipe entrance.

D. During the lining process the Computer control system is required to print off a quality assurance report at a minimum of every 20 seconds. This report must include Current mix ratio of material, pressure at which the material is applied, temperature of material, flow rate of material, distance currently in pipe and thickness of material currently being applied to the pipe.

E. Use equipment approved by the lining manufacturer for application of spray lining.

F. Conduct spray-lining operations only when pipe temperature is within the manufacturer recommended limits.

G. Conduct pre-lining checks on the lining equipment and the liner material in accordance with manufacturer's recommendations. Verify pump output; mix ratio, and material temperatures. CONTRACTOR to give a paper copy of the print out from lining machine that includes pre-lining checks and lining report at minimum every 15 seconds to Inspector to verify thickness and mix ratio per manufacturer specifications.

H. Pump and re-circulate both components until each component reach and maintain the temperature range recommended by the manufacturer. The equipment shall not allow the application of any lining material unless the specific conditions set by the manufacturer are met. When all necessary conditions are met the lining equipment shall be capable of autonomous operation monitored by failsafe protocols that will stop the application of material if the manufacturer's conditions for correct application are no longer met, or if an error or equipment failure is detected.

I. When end of hose assembly has been pulled to the second access pit, connect static mixer and application head to end of hose assembly and check for proper operation. Test spray the mixed epoxy into a container outside the pipeline; observe and record color of wet film. Typical spin up time of 60 to 90 seconds as needed to get the mix ratio right before lining. Begin spraying epoxy on pipe only after, all the manufacturers lining requirements are met by the equipment and operator.

J. Apply epoxy at a constant rate while winching the hose assembly back toward the lining equipment at a fixed speed, in accordance with manufacturer's instructions, to produce a smooth finished lining of the pipe to a minimum of

K. Dispose of all excess epoxy and cleaning agents in accordance with applicable federal, state, and local laws and regulations.

3.04. FIELD QUALITY CONTROL

A. The CONTRACTOR to preform adhesion testing at the end of the pipe to check the adhesion of coating to the existing host pipe. Test results to be submitted to the OWNER for approval.

B. Dip cards shall be taken at the beginning of the pipe lining and at the end of the pipe lining. Tag and allow dip cards to cure.

C. Upon completion of water main lining, the CONTRACTOR will conduct closed circuit television inspection of the line, as specified under 'Video Inspection'. Defective sections shall be repaired at no cost to the OWNER.

3.05. TESTING, CHLORINATION, AND RETURN TO SERVICE

A. Pressure testing

1. Prior to putting line back in service, the line must pass water quality and pressure testing. Pressurize the line to normal operating pressure.

END OF SECTION

EXHIBIT B - CEMENT LINING OF WATER MAINS

PART 1 General

1.01 Section Includes

A. Lining of water mains.

1.02 Related Sections

A. Section XXXX - Trenching

B. Section XXXXX - Cleaning of Water Mains

1.03 Unit Price – Measurement of Payment

A. Cleaning and Lining:

1. Basis of Measurement: By the linear foot cleaned and lined, and accepted by the Engineer, measured along the pipe centerline at ground elevation. No payment shall be made for lining installed within water main replacement areas.

2. Basis of Payment: Includes clearing and grubbing, excavating, shoring, cutting pipe, furnishing and installing temporary bulkheads and connections, cleaning, clearing side street connections and services, proving, dewatering, lining, blowing back services, curing, furnishing and installing pipe, fittings, couplings, bedding, concrete thrust blocks, temporary air releases, blow-off installations, caps for abandoned main, pressure testing, flushing, disinfecting, health sampling and backfilling with native soil.

B. Video of Water Mains:

1. Basis of Measurement: By the linear foot of video recording, measured along the pipe centerline at ground elevation.

2. Basis of Payment: Includes removing water from the mains, running tag lines, furnishing all video equipment necessary for recording, recording the interior of the main and turning the video over to the Owner.

C. Lining Verification Test Nipples:

1. Basis of Measurement: When lining thickness of test nipple meets or exceeds the specified thickness, payment shall be made per cubic yard of excavated material. When lining thickness does not meet the specified thickness, no payment shall be made.

2. Basis of Payment: Includes excavating, shoring, cutting pipe, furnishing and installing new ductile iron pipe and couplings, backfilling and restoration.

1.04 References

A. ANSI/AWWA C602 - Cement-Mortar Lining of Water Pipelines - 4 inches and Larger- In Place.

B. AWWA M28 - Cleaning and Lining Water Mains.

C. ASTM C-40- Test for Organic Impurities in Fine Aggregates for Concrete.

1.05 Delivery, Storage and Handling

A. Deliver, store, protect and handle products under provisions of the General Conditions.

PART2 Products

2.01 Portland Cement

A. Standards

1. ASTM C-150, Specification for Portland Cement.

2. All materials in contact with potable water shall be NSF-61 certified.

B. Requirements

1. **TYPE I/II OR TYPE IL**

2. Aged such that abnormal heat is not present between sacks of cement.

3. Handled and stored such that no hard lumps are present.

2.02 Sand

A. Standards

1. ASTM C-40, Test for Organic Impurities in Fine Aggregates for Concrete.

B. Requirements

1. Consist of inert, granular material with strong, durable and uncoated grains.

2. Well-graded with 100% passing a No. 16 mesh screen and not more than 5% passing a No.100 sieve.

3. Free from dust, clay, lumps, shale, soft or flaky particles, mica, loam, oil, alkali and other deleterious materials.

   a. "Free" shall mean that the total weight of the above materials shall not equal or exceed 3% of the total weight of sand and the above.

   b. Additionally, computed as above, the weight of shale shall not exceed 1% of the total weight; the weight of clay lumps shall not exceed 1% of the total weight; and the weight of mica and all other deleterious materials (excluding shale and clay) shall not exceed 2% of the total weight.

4. Sand color shall not be darker than the "reference standard color solution" prepared as required in ASTM C-40.

2.03 Water

A. Use potable water only for mixing mortar for lining.

2.04 Lining Machine

A. Requirements

1. Capable of traveling through the pipe and centrifugally distributing the mortar uniformly across the full section of the pipe and bends.

2. Shall not mark the applied mortar.
3. Capable of placing densely packed mortar without rebound.

4. Capable of pulling a trowel.

5. Capable of placing lining that is only slightly dimpled on the surface (in the event of untrowelled lining) without ridges or buildups.

6. Used only for potable water construction projects in previous applications.

2.05 Lining Trowel

A. Requirements

1. Capable of being adjusted in the field to the required diameter.

2. Shall apply continuous uniform pressure to the lining.

3. Shall produce a continuous, smooth regular finish free of dimples, pock marks, honeycomb, scrapes or spiral shoulders.

4. Capable of passing over irregularities in the pipe, such as protruding corporations, without damaging adjacent lining.

5. Used only for potable water construction projects in previous applications.

2.06 Lining Winch

A. Requirements

1. Capable of providing a smooth, continuous pull to the lining machine such that the mortar lining is applied without variations in thickness due to variations in the rate of travel of the machine.

2. Capable of being adjusted during the lining process.

2.07 Lining Pump

A. Requirements

1. Capable of providing smooth, continuous feed of cement to lining machine and being adjusted during the lining process.

PART 3 Execution

3.01 Examination

A. Verify existing conditions under provisions of the General Conditions.

B. Verify that pipe section to be lined is no longer than 650 feet, measured along the pipe centerline at ground elevation.

3.02 Preparation

A. Prove section of pipe to be lined. Proving shall consist of demonstrating prior to lining pipe that lining machine and trowel are capable of being pulled through pipe without catching, momentarily or longer, on an obstruction.

B. Excavate and remove anything which blocks passage of cleaner or prover.

1. Payment for this work shall be made under the appropriate contingency item of the Bid.

2. No payment shall be made when lining machine hangs up.

C. Remove all dirt, debris and water from main to be lined. Remove water immediately prior to lining.

D. When water cannot be prevented from entering the pipe, notify the Engineer immediately.

1. The Engineer shall determine whether pipe can be lined without a trowel or if leaking section must be excavated.

2. Payment for excavating and repairing leaking valves and curb stops shall be made under the appropriate item of the Bid.

3. Payment for other leaks shall be made under the appropriate contingency item of the Bid.

E. When fittings or appurtenances make the use of a trowel impossible, notify the Engineer immediately.

1. The Engineer shall determine whether pipe section can be lined without a trowel or if the fitting or appurtenance must be excavated and removed.

2. Payment for excavating, removing and replacing fittings or appurtenances as approved by the Engineer shall be paid for under the appropriate contingency item of the Bid.

F. Four-inch pipe may be lined without a trowel when approved by Engineer.

G. When un-troweled lining is approved, the section of pipe to be lined shall not exceed 100 feet unless approved in advance by the Engineer or the pipe is four-inch diameter.

3.03 Installation

A. Prepare cement mortar consisting of a 1 to 1 volume ratio of cement to sand.

1. Add the least amount of water required to produce a workable mixture.

2. Slump shall not exceed 5 inches when tested immediately prior to being pumped to the lining head.

3. Slump testing shall be in accordance with ASTM C143.

B. Install mortar by machine prior to mortar attaining initial set.

1. Mortar lining shall be 1/8 inch thick for 6 and 8-inch nominal diameter pipe.

2. Mortar lining shall be 3/16 thick for 12–24 inch nominal diameter pipe.

3. Mortar lining shall be 1/4 inch thick for all pipes with nominal diameter greater than 24 inches.

4. There shall be no minus tolerance, and the plus tolerance shall be 1/8 inch.

C. Prevent cable from scoring or damaging pipe.

D. When hand placement of mortar lining is necessary, the mortar shall be the same as that used for placing by machine.

I. Dampen edges of machine-placed cement adjacent to location requiring hand placement.

2. Trowel hand-placed mortar and smooth the edges to blend with the machine-placed mortar.

3. Place all hand-placed mortar within 24 hours of placement of machine-placed mortar.

E. Clear all services, pito taps, blow-offs, existing hydrants, air or pressure relief valves and sideline main connections on the mortared pipe section using water blowback within 5 hours of placing the mortar lining.

1. Air blowbacks shall not be used unless a water blowback has been unsuccessful.

2. When a water blowback is unsuccessful, use of air must be approved by the Engineer.

3. Use curb stops, unless defective, to conduct clearing operations.

F. Remove mortar lining disapproved by Engineer immediately upon rejection.

1. Introduce water into main during removal process.

2. Flush all services and sideline connections during removal process to remove all mortar.

3.04 Curing

A. Seal section of pipe immediately upon completion of placing and inspecting mortar lining such that air is prevented from circulating through the pipe.

B. When mortar lining has attained initial set, introduce potable water to pipe section and maintain a minimum of 12 hours.

3.05 Inspection

A. No pipe shall be lined unless Engineer is present.

B. Provide Engineer with the opportunity to visually inspect both ends of each completed lining run.

C. Video cement mortar-lined pipe prior to closing up pipe using a color camera with self-contained lighting and remote focus.

1. Video inspection shall be in .mpg, .wmv, or .mov format and provided on a USB drive.

2. Record footage in ten-foot intervals visibly on video.

3. Record on audio footage location of all visible appurtenances such as taps or sideline connections.

4. Inspection videos shall become property of Owner.

D. Do all video of a street in order, starting at one end of street and proceeding to other end.

1. Video all runs on same street with camera pulled in same direction on each run.

2. Reference location of each end of run to a house number.

3. Write on poster board and visually record run number and location. Record this information on audibly on video.

E. Set counter to zero at beginning of each video, and provide list indicating "counter location" of each run and street name.

G. Payment for above shall be made under appropriate video item in the Bid.

END OF SECTION "

EXHIBIT C - CLOSE TOLERANCE PIPE SLURRIFICATION WITH FUSIBLE AWWA C900 PVC PIPE

PART 1. GENERAL

1.01 SCOPE

A. The Work to be performed herein shall consist of replacing Asbestos Cement (AC) water mains and forcemains by the Close Tolerance Pipe Slurrification (CTPS) Method. Removing and replacing Asbestos Cement pipe has the additional burdens of complying with NESHAP and OSHA requirements which govern the handling, removal, and disposal of any material containing asbestos.

B. On June 10th, 2019, the EPA approved a request for an alternative work practice (AWP) called Close Tolerance Pipe Slurrification (CTPS) to replace, rehabilitate, and repair existing buried Asbestos Cement (AC) pipe systems. Subsequently, the EPA has determined that Close Tolerance Pipe Slurrification (CTPS) is an equivalent work practice to open cut pipe replacement for replacing, rehabilitating, and repairing Asbestos Cement (AC) pipe. Consequently, any AC pipe replaced in accordance with the CTPS AWP would not be required to meet the NESHAP requirements regarding Active and Inactive Waste Disposal Sites, as would be the case with the pipe bursting method.

Close Tolerance Pipe Slurrification (CTPS) is a proven "Trenchless Technology" method used to remove and replace an existing pipe line with minimum amounts of excavation. The CTPS method removes the existing pipe by pulling a rotating head through the existing pipe while simultaneously injecting a bentonite-based lubricating fluid. The cutting head rotates at sufficient speed to grind the existing pipe, surrounding soil, and bentonite-based lubricating fluid into a slurry. This slurry is squeegeed or forced out of the ground into a receiving pit by the new pipe that is being pulled in behind the cutting head. After completion of the CTPS process, the existing pipe is removed, the new pipe is installed through the subsequent tight-fitting void, and the slurry containing the existing pipe fragments, soil, and bentonite-fluid is removed from the ground.

When the patented CTPS process is used to remove and replace Asbestos Cement pipe systems, there are several important components of the process that work extremely well with regulations surrounding AC pipe work. First, the patented process requires the injection of bentonite-based fluid at critical points. This fluid maintains a wet-cutting environment, which is an important requirement for cutting Asbestos Containing Material (ACM). Second, the "Close Tolerance" sizing of the cutting head, in relation to the new pipe being pulled into place, facilitates the removal of the Asbestos Containing Material (ACM) from the ground. This "Close Tolerance" sizing creates a scenario where the new product pipe, along with the injection of additional drill fluid, will pressurize the slurry, which is expelled at excavations. The slurry containing the ACM is then removed from the site. Third, any remaining trace amounts of asbestos fiber are encapsulated in

the skim coat of slurry remaining around the pipe. This skim coat has the consistency of a light-weight concrete material commonly known as "excavatable flowable fill".

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:
   1. American Society for Testing and Materials (ASTM) and American Water Works Association (AWWA):
      a. ASTM D638, Standard Test Method for Tensile Properties of Plastics.
      b. ASTM D1784, Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds

      c. AWWA C900, AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 IN. Through 60 IN. (100 MM Through 1,500 MM)

1.03 DEFINITIONS

A. AC Pipe: Asbestos Cement Pipe

B. ACM: Asbestos Containing Material: any material containing more than 1% asbestos

C. ACPRP: Asbestos Cement Pipe Replacement Project

D. Category II Nonfriable ACM: any material that does not include asbestos containing packaging, gaskets, resilient floor coverings, or asphalt roofing products that contains more than 1% asbestos, that, when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.

E. CCTV: Closed-circuit television.

F. Competent Person: one who is capable of identifying existing asbestos hazards in the workplace, capable of selecting the appropriate control strategy, and having the authority to take prompt corrective measures. Personnel must be trained by to meet the criteria of EPA Model Accreditation Plan for Contractors/Supervisor/Workers for Class II work.

G. DR: Dimension Ratio

H. DVD: Digital Video Disc

I. Friable Asbestos Material: any material containing more than 1% asbestos (ACM) that, when dry can be crumbled, pulverized, or reduced to powder by hand pressure.

J. FPVC Fusible Polyvinyl Chloride.

K. Initial Monitoring: an assessment of airborne concentrations of asbestos prior to the initiation of work activities conducted by a competent person.

L. NEA - Negative Exposure Assessment: a demonstration by an employer that an employee's exposure during an operation is expected to be consistently below the Permissible Exposure Limit (PEL) and the Excursion Limit (EL). If the employer can demonstrate that employee exposures are below the PEL or EL by any of the following means, this is deemed a Negative Exposure Assessment (NEA):

1 Objective Data, or
2 Personal Air Sampling results collected from the previous 12 months, or Initial Monitoring of the current project

M. **NESHAP: National Emissions Standard for Hazardous Air** - National Emission Standards for Hazardous Air Pollutants (**NESHAP**) are stationary source standards for hazardous air pollutants. Hazardous air pollutants (HAPs) are those pollutants that are known or suspected to cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental effects.

N. **OSHA: Occupational Safety and Health Administration** - The Occupational Safety and Health Administration is a large regulatory agency of the United States Department of Labor that originally had federal visitorial powers to inspect and examine workplaces.

O. **Periodic Monitoring**: periodic air monitoring is required to be conducted daily within the regulated area for Class II work, unless;
1. Negative Exposure Assessment has been made, or
2. All employees in a regulated area wear supplied air respirators operated in the pressure demand mode, or other positive pressure mode respirator.

P. **Permissible Exposure Levels**
1 Permissible Exposure Limit (PEL) = .01 fibers per cubic centimeter (f/cc); Time Weighted Average (TWA). TWA means an exposure concentration averaged over an 8-hour period.
2 Excursion Limit (EL) = 1.0 f/cc as averaged over a sampling period of 30 minutes.

Q. **RACM: Regulated Asbestos Containing Material:** Category II Nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by forces expected to act on the material in the course of demolition or renovation operations. Removing and replacing AC pipe by excavation in the same trench and by "Trenchless Technology" methods is generally considered to be RACM.

R. **Regulated Area**: is an area established by the employer where Class II asbestos work is being conducted, and any adjoining area where debris and waste accumulate. Only authorized personnel may enter regulated areas. The following requirements apply to a regulated area;
1 Mark the area to minimize the number of persons within the regulated area and to protect person outside the area;
2 Limit access to authorized personnel only;
3 Prohibit eating, drinking, smoking, chewing, and the application of cosmetics in the regulated area;
4 Competent Person must supervise work within the regulated area.

S. **SDR: Standard Dimension Ratio.**

T. **Visible Emissions:** The most imperative regulation for removing and replacing AC pipe is the No Visible Emission (VE) rule. Under no circumstances shall Visible Emissions (VE) be released into the atmosphere while performing AC pipe removal.

Visible Emissions are dust clouds containing AC fibers that can be seen with the naked eye while cutting, grinding, breaking or removing Asbestos Containing Material (ACM). Visible Emissions are avoided by choosing engineered control methods that do not create dust or are controlled with spraying amended water over the work area. Once construction begins, NESHAP requires that no visible emission to the outside air be allowed during the collection, processing, packaging, or transporting of any Asbestos Containing Material (ACM).

1.04 SUBMITTALS

A. Action Submittals:
   1. Catalog cuts and specifications:
      a. Pipe.
      .
      c. Joining, including alignment jig, equipment.
   2. Dimensioned layout drawings including installation details.
   3. Samples: Trial field fusion welds, when requested by the OWNER.

B. Informational Submittals:
   1. Contractors Experience Submittals:
      a. CONTRACTOR Certifications:
         1) Installer: Certifications of experience installing pipe by the CTPS method of at least 5,000 LF.
         2) Asbestos Supervisor:
            a. Asbestos Supervisor Certification at approved EPA facility for supervising work relating to removal and disposal of Asbestos Containing Material (ACM).
            b. OSHA Competent Person Training relating to Asbestos Work & Excavation.
         3) Asbestos Work: Asbestos Worker Certification at approved EPA facility for work relating to removal and disposal of Asbestos Containing Material (ACM).
         4) Fusion Equipment Operator: The FPVC pipe fusion operator shall be qualified by the pipe supplier to join fusible polyvinyl chloride pipe of the type(s) and size(s) being used. Qualification shall be current as of the actual date of fusion performance on the project.

   2. Installation Plan and Sequencing Submittals:
      a. Detailed Construction Methods & Procedures Comply with NESHAP and OSHA Standards When Working with and Disposing of Asbestos Cement (AC) Pipe.
         1) EPA Notification 10 days prior to start of construction.
         2) No Visible Emmisions
            A. Adequately wet ACM by

1. Mix control device asbestos waste to form a slurry; adequately wet other asbestos containing waste material. and
2. Discharge no visible emissions to the outside air from collection, mixing, wetting, and handling operations, and
3. After wetting, seal all ACM waste in leak-tight containers while wet; or for materials that will not fit into containers without additional breaking, put materials into leak-tight wrapping, and
4. Properly label containers as containing Asbestos Containing Material, and
5. Properly label containers with the name of the waste generator and the location from which the waste was generated

3) Disposal Plan Submittal

A. NESHAP requires that all Asbestos Containing Material waste be disposed of at a waste disposal site operated in accordance with the provisions of NESHAP regulation Section 61.155 – Standard for Operations that Convert ACM waste into Non-Asbestos Material.

B. Waste Shipment Records (WSR) must be maintained for a period of two years by the generator. The WSR must include the following information;

1 Name, address, and telephone number of the waste generator;
2 Name and address of the local, state, or EPA regional agency responsible for administering the asbestos NESHAP program;
3 The quantity of asbestos containing waste material in cubic yards or cubic meters;
4 The name and telephone of the disposal site operator;
5 Name and physical site location of the disposal site;
6 Date transported;
7 Name, address, and telephone number of transporter(s)
8 Certification that the waste was properly classified, packed, marked, labeled, and transported.

2. Worker/Public Protection Plan Submittals:

a. OSHA's Construction Industry Standard 29 CFR 1926.1101 Compliance Plan

1. Exposure Levels

2. Provide mitigation plan to minimize workforce & public exposure limits to below Permissible Exposure Limits through engineered controls.
3. Regulated Work Area Plan
    a. Mark Area to minimize number of persons within the regulated area to protect persons outside area;
    b. Limit access to authorized personnel only;
    c. Warning signs must be displayed and posted at all approaches to regulated areas. The sign must bear the following information;
    DANGER ASBESTOS MAY CAUSE CANCER
    CAUSES DAMAGE TO LUNGS
    AUTHORIZED PERSONNEL ONLY
    d. Warning labels must be affixed to all asbestos waste containers. The label must include the following information;
    DANGER CONTAINS ASBESTOS FIBERS
    MAY CAUSE CANCER
    CAUSES DAMAGE TO LUNGS
    DO NOT BREATHE DUST
    AVOID CREATING DUST

3. Medical Surveillance Program Submittal:
    a. The employer must establish document a medical surveillance program, prior to assignment, for all employees who 1) will be required to wear negative-pressure respirators, 2) will be engaged in Class II work for 30 days or more per year, or 3) will be exposed to airborne concentrations of asbestos at or above the Permissible Exposure Level (PEL) and/or Excursion Limit (EL) for more than 30 days per year (or a combination of 2 and 3).
    b. The MSP involves examinations performed or supervised by a licensed physician and shall be provided without cost to the employee. The examinations must include;
        1 A medical and work history;
        2 A physical examination with special emphasis directed to the respiratory, cardiovascular, and gastrointestinal systems;
        3 Completion of a respiratory disease questionnaire;
        4 A pulmonary function test.
        5 Must be provided to the employee within 30 days
    c. Record Keeping - Employers must maintain the following records for a Class II Asbestos Project;
        1 Accurate records of all measurements taken to monitor employee exposure to asbestos. These records must be kept for 30 years.

2 An accurate record for each employee subject to medical surveillance. This record must be maintained for the duration of employment plus 30 years.

3 Employee training records. This record must be maintained for 1 year beyond the last date of employment.

1.05 QUALITY ASSURANCE

A. The CONTRACTOR shall have at least 5,000 LF of experience installing pipe by the CTPS method. The CONTRACTOR shall provide certificates of experience/training for an employee directly involved in the supervision or operation of the CTPS system.

B. FPVC pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and the recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the FPVC pipe. Such training shall be conducted by a qualified representative of the pipe manufacturer.

C. Installation of other materials shall be performed by personnel qualified by the specific product manufacturer.

PART 2. PRODUCTS

2.01 MATERIALS

A. Pipe:
1. Materials:
   a. Conform to requirements of AWWA C900.
   b. PVC resin shall meet or exceed requirements of ASTM D1784 for Cell Class 12454 material. Pressure rating shall be based on hydrostatic design stress of 2000 psi at 73.4 degrees F.
   c. Working pressure: 150 psi, minimum (unless otherwise detailed on design drawings)
   d. Inside diameter equivalent to existing pipe or selected pipe size
   e. Shall contain no recycled compound except that generated in manufacturer's own plant from resin of same specification from same raw material.
2. Color:
   a. Pipe shall be blue for potable water and green or white for sewer.
3. SDR:
   a. Nominal Size: 8 inches and larger with CIOD outside diameters.
   b. Minimum wall thickness conforming to DR 18 for potable water mains and DR 26 for sewer forcemains (unless otherwise detailed on the design drawing)

B. Fittings shall be PVC or Ductile Iron in accordance with AWWA Standards.

C. Joints:
1. Pipe jointing shall be by butt fusion welding, as specified in Paragraph 3.03.

D. Service Connection for Potable Water Mains:
A. Tapping shall be performed using standard tapping saddles designed for use on PVC piping in accordance with AWWA C605. Tapping shall be performed only with use of tap saddles or sleeves. DIRECT TAPPING SHALL NOT BE PERMITTED. Tapping shall be performed in accordance with the applicable sections for Saddle Tapping per UNI-PUB-8, PVC Pressure Pipe Tapping Guide".
B. All connections requiring a larger diameter than that recommended by the pipe supplier, shall be made with a pipe connection as specified and indicated on the drawings.
C. Equipment used for tapping shall be made specifically for tapping PVC pipe:
   1. Tapping bits shall be slotted "shell" style cutters, specifically made for PVC pipe. 'Hole saws' made for cutting wood, steel, ductile iron, or other materials are strictly prohibited.
   2. Manually operated or power operated drilling machines may be used.

PART 3. EXECUTION

3.01 EQUIPMENT:

A. CTPS: Provide equipment of sufficient size and power to accomplish the specified pipe replacement under normal conditions and provide cutting head rotation of 240 RPM's minimum to properly grind AC pipe, soil and slurry into fine enough material to be removed by vacuum excavation from the service excavations and pits. Cutting head shall be no more than ½" greater than the outside diameter of the new pipe to be installed so as to minimize the amount of Asbestos Containing Material (ACM) and to facilitate forcing ACM into service excavations and pits.

3.02 PREPARATION

A. General:

1. Work shall be supervised by personnel experienced in installation of similar pipe and shall be onsite at all times from time of commencement to time of completion.
2. Locate insertion or access pits so that the total number is minimized and footage of pipe installed in a single run is maximized. Use excavations at point repair locations and service connections for insertion pits where possible.

B. Pre-CCTV Inspections:

1. The CONTRACTOR shall perform a pre-installation CCTV inspection, prior to CTPS activities.
2. Pre-CCTV inspection meets the inspection requirement of NESHAP, and is part of the Alternative Work Practice (AWP) approved by EPA.

3.03 PIPE JOINING

A. General:

1. Fusible polyvinyl chloride (PVC) pipe shall be handled in a safe manner before, during, and after the fusion process and in accordance with this specification and pipe supplier's guidelines.
2. Fusible polyvinyl chloride pipe shall be fused by qualified fusion technicians, as documented by the pipe supplier.
3. Each fusion joint shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine.
4. Only appropriately sized and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. Fusion machines must incorporate the following elements:
5. Heat Plate - Heat plates shall be in good condition with no deep gouges or scratches. Plates shall be kept clean and free of any debris or contamination. Heater controls shall function properly; cord and plug

shall be in good condition. The appropriately sized heat plate shall be capable of maintaining a uniform and consistent heat profile and temperature for the size of pipe being fused, per the pipe supplier's guidelines.

6. Carriage – Carriages shall travel smoothly with no binding at low pressure. Jaws shall be in good condition with proper and clean inserts for the pipe size being fused. Insert pins shall be installed with no interference to carriage travel.
7. General Machine - All fusion machines shall be inspected for obvious defects, missing parts, hydraulic leaks, or potential safety issues prior to fusion.
8. Data Logging Device – An approved, fully functional datalogging device, with the current version of the pipe supplier's software, shall be used. Datalogging device operations and maintenance manual shall be kept with the unit at all times. If fusing for extended periods of time, an independent 110V power source shall be available to extend battery life.
9. Other equipment specifically required for the fusion process shall include the following:
   a) Pipe rollers shall be used for support of pipe to either side of the machine
   b) An infrared (IR) pyrometer with an accuracy of 1% or better, shall be used to check pipe and heat plate temperatures.
   c) Fusion machine operations and maintenance manual shall be kept with the fusion machine at all times.
   d) Facing blades specifically designed for cutting fusible polyvinyl chloride pipe shall be used.
10. For fusion in inclement weather and/or windy conditions, a weather protection canopy with sides that allows full machine motion of the heat plate, fusion assembly and carriage shall be provided per the pipe supplier's recommendations. When the pipe temperature is below 40°F, the pipe supplier's cold weather operating procedures shall be followed.

3.04 PIPE INSTALLATION

A. General:

1. Excavate entry and exit pits or shafts to access the existing pipe. Hand excavate and remove AC pipe sections without creating Visible Emissions (VE) of asbestos fibers. No dry cutting or grinding will be allowed. Bag and remove ACM in compliance with NESHAP requirements. Locations of pits shall minimize quantity of pits and disruption to the public.
2. Drill stem shall be pushed through existing pipe from one pit to another where the guide head, cutting head, and pipe shall be inserted.

3. Drill fluid shall be pumped through drill stem and released in such a manner that would lubricate pipe, collect AC pipe debris, suppress AC dust, and collect AC fibers. No Visible Emissions (VE) will be allowed.
4. Cutting head shall be sized no more than ½" greater than newly installed pipe so that the majority of drill fluid (containing soil, AC pipe debris, and AC fibers) will be forced into pit excavations and service excavations.
5. Drill fluid (containing soil, AC pipe debris, and AC fibers) shall be removed from pit and service excavations and disposed of in a manner in compliance with NESHAP requirements for Asbestos Containing Material (ACM).
6. Asbestos Containing Material (ACM) shall be disposed of at a landfill approved by county, state, and federal environmental agencies.
7. Make reconnections as appropriate.

B. Pit Excavations:
1. Excavate entry and exit pits or shafts to access the existing pipe. Hand excavate and remove AC pipe sections without creating Visible Emissions (VE) of asbestos fibers. No dry cutting or grinding will be allowed. Bag and remove ACM in compliance with NESHAP requirements. Locations of pits shall minimize quantity of pits and disruption to the public.
2. ACM drill fluid will be pushed into excavations for removal. Drill fluid shall be vacuum excavated and hauled to appropriate landfill in a manner consistent with NESHAP and DOT requirements. Bagging, containment, labeling, and record keeping requirements shall be followed.

3.05 LUBRICATION

A. Selection of drilling fluids will be the responsibility of the contractor, it is highly recommended that the Contractor contact the drilling fluid manufacture to insure proper fluids are being selected for the soil conditions.
B. The Contractor is responsible for drilling fluid disposal and all other restoration. Contractor must comply with all regulations regarding the proper disposal of drilling fluid. Cleaning, flushing and hydrostatic testing of the pipe shall be conducted as specified elsewhere in our standards.

3.06 NESHAP – APPROVED ALTERNATIVE WORK PRACTICE STANDARDS FOR AC PIPE REPLACMENT

A. Notification
1. Owner or Operator shall notify State or Federal EPA 10 days prior to disturbing AC Pipe.
2. Notification shall include 6-digit latitudinal and longitudinal coordinates

B. Inspection

1. Prior to using CTPS for an ACPRP, the owner/operator must conduct underground pipe inspections (e.g., by using remote technologies like robotic cameras) and shall identify, locate, and mark underground utility map of the area with all identified potential areas of malfunctions, such as changes in pipe type, drops in the line broken and off-center points.
2. The owner/operators of any ACPRP must save video recording of inspection and make it available at the ACPRP work site for reference as needed by inspectors, owners, and operators during the ACPRP work.

C. Record Keeping

1. The owner/operator is required to record and maintain for a period of 2 years:

   a. Waste shipment records as required by 40 CFR 61.150(d);
   b. Records of the standard operating procedures for the installation, operation, and maintenance of the drilling head train, CTPS liquid delivery system, and all equipment used to deliver adequate wetting at all vertical access points and cut lengths of pipe;
   c. Malfunction records (if Applicable)
      1) Records of VE events including duration of time, and date. Record of when and how each VE event was resolved.
      2) Record of failed friability test, resulting in a sample that can be crushed, crumbled, or reduced to powder by hand pressure.

2. The owner (typically the state or municipality) is required to record and maintain for the lifetime of the new pipe, and provide the regulatory authority within 15 days of request, the certificate from each friability test outlined below.
3. Each owner/operator is required to submit a malfunction report to the Administration after any malfunction occurrence. The malfunction report must be submitted as soon as practical after the occurrence, but in no case later than 30 days.

D. CTPS Techniques

1. The owner/operator must handle all sections of A/C pipe in accordance with 40 CFR 61.145 and 40 CFR 61.150 of the Asbestos NESHAP.
2. The owner/operator must avoid to the extent feasible, crumbling, pulverizing, or reducing to powder AC Pipe during the excavation of vertical access points. Water and suction should be used to uncover as much of the AC Pipe as needed to begin the CTPS process.
3. Appropriate measures must be taken to prevent the slurry from coming into direct contact with the surrounding soils of the terminal and vertical access holes. The EPA recommends the use of plastic sheathing, or another type of barrier to prevent slurry from contacting the surrounding soils.
4. In order to achieve close tolerance and to minimize the thickness of the skim coat (the portion of waste slurry that remains on the exterior of the

new pipe), the CTPS technique must use an cutting head with slightly larger (approximately ¼") diameter than the new pipe.

5. The cutting head must be drawn around the existing pipe and must grind the old AC Pipe to a fine powder using a liquid delivery system. In order to adequately grind the existing AC Pipe into a fine powder, the EPA recommends maintaining a minimum speed of approximately 220 revolutions per minute (RPM) for grinding apparatus.
6. The process must return the AC Pipe to cementitious slurry that is homogeneous mixture and stays adequately wet through disposal according to the requirements of 40 CFR 61.145.
7. The owner/operator must ensure that the CTPS train pulls the replacement pipe behind it. The new pipe must be sealed to ensure no ACM contacts the inside of the new pipe.
8. The CTPS process must be equipped with ports to deliver liquid material to the cutting head. Drilling fluids must be delivered through these ports to reduce frictional drag on the line; to lubricate the interface along the soil to pipe line, to provide a barrier between the surrounding ground water, soil, rock, and the pipe, and to support the close tolerance cylindrical void during the pipe replacement process.
9. Drilling fluid recipe must consist of a lubrication fluid, a hole sealing fluid (bentonite), and a material suspension fluid.

E. Adequate Wetting and No Visible Emissions (VE)
   1. The owner/operator is required to ensure that no VE are discharged to the air from the slurry.
   2. The owner/operators must ensure that dust suppression equipment is placed at each vertical access point.

F. Slurry Characteristics
   1. The owner/operator would be required to ensure that the slurry (including the slurry that remains as skim coat) is a homogeneous mixture comprised of finely ground AC Pipe, drilling fluids, bentonite clay, and other materials suspended in a solution that, when cured, re-hardens so that it meets the sample friability test below.
   2. The Slurry must meet the now VE requirements of 40 CFR 61.145 and 40 CFR 61.150

G. Sampling, Testing, and Utility Map Notation
   1. Sample Collection
      a. After slurry has been pumped from the vertical access points, but before disposal, owner/operator of a CTPS system is required to collect a 2-inch roughly spherical wet sample of the slurry.
      b. A single sample must be collected for each project discharging into a single enclosed tank.
      c. The owner/operator must seal the sample in a leak-tight container and allow the sample to harden and dry.
   2. Sample Friability Test and Certification
      a. When the sample is hardened and dry, the owner/operator would be required to attempt to crush the sample by hand.

i. If the sample cannot be crushed, crumbled, or reduced to powder by hand pressure, the owner/operator would be required to certify as such.

ii. If the sample can be crushed, crumbled, or reduced to powder by hand pressure, the owner/operator would be required to follow the malfunction reporting requirements.

iii. If a malfunction occurs, resulting in friable ACM left along the new pipe, the friable ACM must be retrieved and properly disposed of, or the site must be treated as an active asbestos waste disposal site.

b. After testing, the owner/operator must ensure that the sample is packaged in a leak-tight container for storage, labeled "Asbestos Containing Material. Do not break or damage this sealed package," dated according to the ACPRP date of generation, stored in a secure location that is inaccessible to the general public (such as a locked storage unit), and is maintained by the owner (typically the state or municipality) for a period of 2 years, when it can be disposed of in a landfill authorized to accept Asbestos Containing Waste Material.

3. Utility Map Notations

a. Owner/operators would be required to note utility maps according to the actual location identified by the 6-digit latitude/longitude coordinates of the newly laid line.

b. Notations would have to be maintained for the life of the new pipe by the owner (typically the state or municipality), and would have to be labeled as covered by a skim coat of ACM for future work.

H. Trackable Pipeline Requirements

1. The owner/operator must ensure that the new pipeline is trackable/traceable by a locating wire (or other durable trackable material) laid with the new pipe.

I. Slurry Removal, Containment, Labeling, and Transportation Requirements.

1. The slurry is removed at vertical access points using a vacuum attached to a tank (vacuum truck).
2. The owner/operator would be required to ensue that the slurry remains in an adequately wet state during the slurrification process and in containment throughout removal, transportation, and disposal processes meeting the requirements of 40 CFR 61.145 and 40 CFR 61.150.
3. All slurry produced as a result of conducting ACPRP using the CTPS AWP must be labeled and transported in accordance with the corresponding requirements of 40 CFR 61.145 and 40 CFR 61.150 in Asbestos NESHAP. The only slurry that may remain is the skim coat on the new pipe from the ACPRP. This skim coat is not subject to the removal disposal requirements (subject to confirmation as non-friable by the friability test), if left undisturbed in the ground.

J. Disposal Requirements – The following requirements apply to disposal of the slurry resulting from an ACPRP conducted using the CTPS AWP.

1. The slurry must be disposed of in slurry form and placed in leak-tight containers in a landfill authorized to accept ACWM and meeting the requirements of 40 CFR 61.154.

2. The slurry must be managed at the disposal site using procedures meeting the requirements of 40 CFR 61.154.
3. Th slurry must not be used in any public thoroughfare, in any private use as fill material, as cover material for at a landfill, or in any other use.
4. In accordance with the Asbestos NESHAP, the slurry must be disposed of as soon as practicable.

K. Equipment Decontamination or Disposal
1. CTPS AWP equipment used for conducting ACPRP may either be decontaminated or disposed of so that no ACM remains within or on the equipment after each ACPRP. Disposable lining/containers that prevent slurry from coming into direct contact with machinery may also be used.
2. Water used in decontaminating is recommended to be contained and filtered before being released to storm water collection systems.

L. Application of Asbestos NESHAP Requirements
1. Except as noted in the Approved Alternative Work Practice for CTPS, all other requirements of Asbestos NESHAP apply to the CTPS AWP.
2. It is important to note that that projects may not be broken up to avoid regulation under the Asbestos NESHAP.

3.08 RESTORATION

A. The CONTRACTOR shall restore all service pits, launching pits and disturbed surface areas to their original condition.

3.09 TESTING OF WATER & FORCEMAINS

A. Testing of water mains and forcemains shall be in accordance with local standards.

END OF SECTION

EXHIBIT D - SECTION 15200

FLEXIBLE FABRIC REINFORCED PIPE

PART 1- GENERAL

1.01. INTENT

It is the intent of this specification to provide for the reconstruction of the designated pressure pipe by the installation of an aramid (Kevlar) Flexible Fiber-Reinforced Pipe (FFRP) within the existing host pipe. Due to the condition of the host pipe the new FFRP shall be designed as a fully independent, non-interactive and loose-fit pipe, not relying on the remaining strength of the host pipe to withstand long-term internal pressure. When the piping system is intended for the conveyance of potable water, the proposed product shall be certified as complying with the requirements of NSF/ANSI 61. Material and installation requirements are specified in the following subsections.

1.02. SUMMARY OF WORK

A. This work consists of host pipe cleaning, CCTV inspection, and lining the existing **(OWNER SUPPLIED INFORMATION – e.g., 16" diameter cast iron water main)** with the FFRP system; all in accordance with these Specifications, the contract Drawings, manufacturer's instructions, and any other regulatory requirements. This work requires coordination of work between the Owner, the Engineer, and the Contractor.

B. The FFRP System includes both the FFRP Liner Material, and the FFRP Connectors.

C. The work shall be done as described in the Contract Drawings.

1.03. SUBMITTALS

A. Submit specifications and shop drawings for materials and equipment furnished under this section.

B. Submit all required documents of Section 2.0.

C. Submit manufacture's liner and end connector data/cut sheets.

D. Submit Manufacture's engineering project feasibility review, design, and SOP.

E. Submit Manufacturer's Certificate: Prior to first shipment of FFRP, submit certified test reports that the pipe for this Contract was manufactured and tested in accordance with the testing specification standards specified herein. Certify that all products furnished meet or exceed specified requirements herein.

F. Submit manufacturer's requirements for receiving, handling, and storage of materials.

G. Submit detail description and requirement for preparing existing host pipe for lining, liner and end connector installation procedures.

H. Submit CCTV Inspection video and report of the existing pipe condition, pipe bends, joints and location of existing valves, tees, and appetencies after cleaning, prior to authorization to line.

I. Submit all field installation and test reports.

J. Submit warranty from the FFRP manufacturer certifying that the FFRP system shall befree from defects in material and workmanship under normal and proper use and service, for a period of five (5) years after startup and acceptance by the Owner. The Contractor shall provide all labor and materials to repair or replace any defective warranted items specified in this section.

PART 2- PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

2.01. The pipe lining materials shall be Primus Line® as manufactured and supplied by Rädlinger Primus Line, GmbH. or Engineer approved equal. Only pipe lining materials in conformance with the requirements of this contract document shall be considered as an "or equal" for this item.

Approved Manufacturers: Raedlinger Primus Line Gmbh

2.03. Any product not complying with these specifications for any reason must be pre-approved prior to the formal opening of bids. No later than two weeks before the formal proposal due date, each proposer shall submit to the Owner the required prequalification submittals designated in PART 2, PART 3, and PART 4 of this specification to be considered and approved as an "or equal." The proposer is hereby made aware that the specified product in this contract document has been thoroughly

vetted and has met the technical qualifications and capabilities needed for the project. After the evaluation of the data, the Owner will notify those firms that have produced acceptable submittal packages that they are qualified to furnish proposals for this project and shall be accepted by addendum. The Owner's decision shall be final.

2.04. The Installer of the FFRP liner: **(a)** must satisfy all insurance, financial, and bonding requirements of the Owner. **(b)** The installation crew must be trained and certified by the manufacturer of the product being installed and shall submit their certifications. **(c.)** Must have at least (3) years of active experience installing the intended FFRP system bid and as specified in the contract documents, and **(d.)** at least 5 (five) similar installations of pressure rated FFRP in a similar application, size and length as indicated in these Contract Documents. Acceptable documentation supporting the above must be submitted to the Owner with the bid.

2.05 To be Commercially Proven, the Manufacturer must have had at least 5 (five) years active experience and a minimum of 150,000 linear feet of commercial installation of pressure rated aramid (Kevlar) FFRP products in pressure pipe applications in the United States and Canada. Acceptable documentation supporting the above must be submitted to the Owner with the bid.

PART 3- MATERIALS

3.01. The pipe lining system specified herein is a material and methods product as manufactured and specified by Rädlinger Primus Line GmbH, Kammerdorfer Str. 16, 93413 Cham, Germany. Material and installation requirements are specified in the following subsections. The proposer is hereby made aware that the specified product in this contract document has been thoroughly vetted and has met the technical qualifications and capabilities needed for the project.

Approved FFRP Products: Primus Line

3.02 Materials for water systems shall meet the appropriate American Water Works Association (AWWA) standards and American National Standards Institute (ANSI) specifications, and be NSF 61 certified, except non-potable water applications as modified by these specifications.

3.03 Materials that are defective, damaged, or otherwise deemed unacceptable for use prior to installation shall be rejected and replaced at Contractor's expense. Materials damaged during installation shall be repaired or replaced as recommended by the Contractor and approved by the Owner.

3.04 Flexible Fabric Reinforced Pipe (FFRP):

A. The FFRP shall be as manufactured and specified by Rädlinger Primus Line GmbH, Kammerdorfer Str. 16, 93413 Cham, Germany to meet the requirements of the pipeline.

A. The FFRP shall be a thermoplastic pipe that is reinforced with aramid (Kevlar) fiber or hybrid reinforcement containing polyester and aramid (Kevlar) fiber woven yarns. No substitutes will be approved.

B. The FFRP Composite shall be constructed of (3) or more distinct layers by a single extrusion process. The layers shall have a distinct individual uniform thickness and meet or exceed the specified internal pressure requirement in Section 4.04.

1. Outer Layer: shall be made of an abrasion-resistant polyethylene PE or TPU. The outer PE layer shall be UV resistant.

2. Reinforcement Layer: shall be a seamless continuous twill of woven aramid (Kevlar®), either one or two layers depending on the required pressure.

3. Inner layer: shall be made of PE or TPU based on media transported.

C. The FFRP shall be clearly marked with the following information:

1. Nominal composite liner diameter.

2. Fluid and maximum operating pressure for the transported fluid.

3. Trade name/trademark.

4. Year, Month, and Day of manufacture in the format YYYY.MM.DD.

5. FFRP batch number.

6. Continuous production run length in feet with the units labelled.

D. There shall be no bonding to the host pipe and no interaction with the host pipe once installed. The outside diameter of the FFRP shall be reduced for a loose-fit within the host pipe with a continuous annular gap and shall be pressure rated to meet or exceed the pressure requirements in Section 4.04 independently of the host pipe being rehabilitated. Close-fit and or interactive products which apply radial stresses on the host pipe will not be accepted.

E. Bend Traversing Capability:
   a. The FFRP shall be capable of passing through bends.
   b. The FFRP shall be capable of passing a 90° bends with approval of the manufacturer.

F. Hydraulic Capacity:
   a. The C-factor for the FFRP shall be 150.
   b. All layers of the FFRP shall be between 0.24 inches to 0.32 inches thick.
   c. The FFRP shall provide a minimum design life of 50 years.

G. The FFRP shall be pressure rated and tested to meet or exceed the pressure requirements independently without interacting with the pipeline being rehabilitated. The pressure class of the FFRP shall be determined by long-term and short-term pressure testing for the core reinforcement layer used. Testing results shall be submitted for verification. See Table 1 for acceptable short-term burst (STBP) minimums.

Table 1. Minimum Short-term Bust of Core Reinforcement

Pressure Class	Diameter inches	Core Reinforcement	Wall Thickness inches (mm)	Minimum Short-term Burst (STBP)
Low	6 - 16 in.	Single-layer Aramid & Polyester	0.24 (6 mm)	435 psi
Medium	6 – 20 in.	Single-layer Aramid	0.24 (6 mm)	580 psi
High	6 – 16 in.	Double-layer Aramid	0.31 (8 mm)	1,189 psi

H. The FFRP shall be marked for a distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the Manufacturers name, production lot and intended use or identifying symbol. Where applicable, the tube shall be marked "NSF 61" in accordance with the NSF protocol.

3.05 **FFRP End Connectors:**

B. The FFRP end connectors shall be as manufactured and specified by Rädlinger Primus Line GmbH, Kammerdorfer Str. 16, 93413 Cham, Germany to meet the requirements of the pipeline and the FFRP specified in this contract document.

C. The End connector shall be constructed of cast iron, carbon steel or stainless steel and be designed to encapsulate and terminate the ends of the FFRP and provide a flanged or welded point for tie-ins.

D. The end connectors shall be pressure rated for the application and consist of an inside core, an external sleeve and equipped with 150/300 psi ANSI flanges for each section. The connector shall be designed according to the pressure of the FFRP used in the rehabilitation.

E. FFRP end connectors are manufactures from either cast iron, carbon steel or stainless steel. Connectors are both available with flanges or welded ends. While models with welding ends are not coated, models with flanges have a full-surface, high quality epoxy coating, which provide corrosion protection on all sides. The internal core of the high-pressure connector is made of stainless steel. Flanges used by FFRP comply with EN 1092, ANSI B16.5 of AS4087. All connectors preserve the overall integrity and function of the liner.

F. The end connectors shall be installed according to the Manufacturer installation specifications by a trained and certified technician.

G. The FFRP and end connector as part of the lining systems shall be from the same system manufacturer and designed and tested for compatibility. When tested together, the system shall meet or exceed the pressure requirements of the rehabilitated pipeline.

H. The supplier of all materials shall be an ISO 9001 certified producer or have implemented a quality system similar to that in the ISO 9001 requirements.

I. All materials that come in contact with potable water shall comply with applicable requirements of NSF/ANSI/CAN Standard 61 and indicated by a current listing by an ANSI accredited certification or testing agency when required by the authority having jurisdiction or other international requirements as applicable.

PART 4- DESIGN REQUIREMENTS

4.01 The FFRP shall be designed with the projects design parameters in Section 4.04.

4.02 The FFRP shall be designed to assume no bonding to the host pipe wall and withstand all internal pressure without interaction with the host pipe for its design life according to EN ISO 11295.

4.03 FFRP shall be designed to be operated as an independent pipe within the host pipe with a minimum design life of 50 years.

4.04 PROJECT DESIGN PARAMETERS

The design of the FFRP shall be based on the following parameters:

Host Pipe Outside Diameter (OD):	**Supplied by Owner**
Host Pipe Internal Diameter (ID):	**Supplied by Owner**
Host Pipe Material:	**Supplied by Owner**
Existing Host Pipe Lining/Coating:	**Supplied by Owner**
Transported Fluid:	**Supplied by Owner**
Internal Operating Pressure:	**Supplied by Owner**
Maximum Operating Pressure:	**Supplied by Owner**

Test Pressure:	**Supplied by Owner**
Operating Temperature:	**Supplied by Owner**
Degree and Radius of Bends:	**Supplied by Owner**
Position of Bends:	**Supplied by Owner**
Host Pipe Location & Profile:	**Supplied by Owner****

** Site plans provided by the Owner shall indicated and service or branch connections, Tees, valves, hydrants, horizontal and vertical bends, that are located on the host pipe section or length to be rehabilitated.

PART 5- INSTALLATION

5.01. CLEANING AND CCTV INSPECTION

Water necessary for cleaning, disinfection, and flushing will be available, at no cost, from locations (fire hydrants) indicated by the Owner prior to the start of work. The water source provided shall be in close proximity to lines being worked on. The Contractor shall arrange with the Owner, for issuance of an approved combination meter and backflow prevention device. The Contractor shall provide necessary piping or flexible hoses and fittings, for connection between fire hydrant and end of pipe section where water is required. The Owner shall provide a location at no cost to the Contractor (e.g., sanitary sewer, etc.) for proper disposal of water after use.

A. Cleaning Pipelines: The Contractor shall remove all internal debris and tuberculation from the host pipeline that will interfere with the installation of the FFRP or be detrimental to the final product. ALL WATER shall BE SUPPLIED BY OWNER

B. Removal of Obstructions and Protrusions: All obstructions and protrusions shall be removed that could be detrimental to the final product and brought to the attention of the Manufacturer, Owner or Engineer prior to the FFRP insertion for correcting. Where inspection reveals an obstruction or protruding weld seam that cannot be removed by

conventional remote equipment and practice, a point repair excavation shall be made to uncover and remove or repair the obstruction prior to the installation of the FFRP.

Host Pipe Failures: If any host pipe failures have occurred prior to the installation of the modified FFRP or are revealed through internal inspection that would inhibit installation or the operation of the pipe they shall be recorded and brought to the owner's representative to evaluate and correct as necessary by external or internal point repairs prior to lining.

C. Confirmation of Bends: The location, radius and position of bends shall be noted and brought to the attention to the Manufacturer, Owner or Engineer for lining approval.

D. CCTV Inspection: A video inspection shall log and confirm the adequacy of the cleaning and removal of all debris, tuberculation, obstructions, protrusions and the confirmation of radius of bends within the section.

   a. All appetencies, i.e., valves, tees, services etc. shall be noted on the inspection log and brought to the attention of the Manufacturer, Owner or Engineer for lining approval.

   b. The inspection video and logs shall be submitted to the Owner for lining approval.

5.02. INSTALLATION

The method for installation shall be the modified sliplining method per AWWA M28 and be in accordance with the latest edition of the Manufacture's Installation Manual. The installation shall be performed by a trained and certified Installer.

FFRP Insertion:

A. The reel of modified FFRP is positioned at the insertion point (a manhole, chamber, excavated pit or shaft that serves as the point of entrance for the insertion of the modified pipe into the existing pipe) and an appropriately sized winch at the destination point (a chamber, excavated pit or shaft that serves as the point of exit for the modified pipe from the existing pipe).

B. The winch cable shall be strung through the host pipe and attached to the pulling head with an anti-twist devise to prevent the FFRP from twisting while being inserted. The FFRP shall be pulled through the host pipe via the winch located at the destination point.

C. Pulling forces shall be monitored, recorded and limited so as not to exceed the axial strain limits of the FFRP. The manufacturer shall provide information on the maximum allowable tensile stress of the FFRP and the appropriate pulling device (pulling head or a steel cable) needed for the liner being installed.

D. Lubricant: The use of a non-toxic lubricant, suitable for drinking water if required, during the insertion is required to reduce friction during the insertion. The lubricant shall not support the growth of bacteria and will not adversely affect the fluid to be transported. The lubricant can be swabbed or sprayed applied or by other means.

E. The FFRP shall be reverted to its original round shape using forced air pressure when applied to a rubber flow-through plug. The pressure shall be contained within the FFRP by a rubber stopper plug at the termination point and processed in accordance to the Manufacturer's Installation Manual. Internal pressure shall not exceed 14.5 psi.

F. Upon completion of the insertion and re-rounding process of the FFRP, end connectors shall be installed by a trained and certified technician at the termination ends of the FFRP in accordance to the Manufacturer's Installation Manual and provide a flanged or welded point for tie-ins.

PART 6- HYDROSTATC PRESSURE AND LEAKAGE TESTING / PRESSURE TESTING

6.01 The FFRP shall be subjected to a hydrostatic pressure test in accordance with the owner's requirements. In the absence of owner requirements, a recommended pressure and leakage test shall be at 1.5 the known working pressure or at working pressure plus 50 psi, whichever is less.

6.02 Hydrostat and Main Pressure tests in water and wastewater pipeline applications must be executed with water.

6.03 Hydrotest Preparation & Procedures:

a. The FFRP-lined section of the pipeline to be tested must be filled with water and air-free. In the case of potable water applications, disinfectants may be added if required.
b. Apply the pre-determined test pressure, and rest for 5 (five) minutes.
c. After the 5-minute rest period with pressure drop, the test pressure must be reapplied by pumping. The pumping process must be repeatedly applied with 5-minute rest period intervals. The pressure drop should decline after each repetition compared to the pressure drop measured from the step before.
d. The test pressure should be reapplied every 5 minutes until the pressure drop "after 5-minute period" is 0.23 PSI (0.016 bar) maximum.

6.04 Main Pressure Test:

a. Main pressure test shall begin after completion of hydrotest in 6.03.
b. Main pressure test must be executed for 2 (two) hours.
c. Main pressure test is considered successful if the pressure loss does not 3 PSI/hour. Hence after the 2-hour period, the pressure loss must not exceed 6 PSI (0.4 bar).

6.05 Leakage Allowance- There is no leakage allowance for a section of FFRP, because when properly made in continuous lengths and installed with approved connectors, it does not leak. Other types of joints or connections in the system may have a leakage allowance. Contact the joint or connection manufacturer for information.

NOTE: If the installed system needs to transport liquid media it shall be assessed with water (hydrostatic pressure testing). If the installed system needs to transport a gaseous media, it should be evaluated with compressed air in accordance with F2786.

PART 7- ACCEPTANCE TESTING

7.01 The FFRP shall be deemed acceptable when the installation is performed according to Section 5. and the applicable tests according to Section 6. are satisfied.

7.02 The finished lining shall be continuous over the entire length and be impervious and free of any leakage from the pipe to the surrounding ground.

PART 8 - DISINFECTION OF THE PIPLINE FOR POTABLE WATER

8.01 In potable water applications the rehabilitated system and all exposed sections of any other pipe and appurtenances of existing pipelines shall be cleaned, disinfected, and verified through bacteriological testing in accordance ANSI/AWWA C651, unless otherwise specified in the contract documents or approved by the Owner.

PART 9 - WATER MAIN RECONNECTION AND CLEAN-UP

9.01 Upon project completion, the Owner or Contractor, as specified by contract documents or purchase order, shall return the piping system to service by closure of all access pits with appropriate pipe spools, valves, and other relevant pipe fittings.

9.02 Upon acceptance of the installation, the Contractor shall reinstate, the project area affected by the operations.

END OF SECTION 15200

EXHIBIT E - Cement Mortar Lining for Potable Water

Section A1 - Cement Mortar Lining (CML) For Potable Pipe		Quantity	Unit	Unit Price	Extension
A1.1	4" Installation of Cement Mortar Lining	1	LF	$ 44.00	$44.00
A1.2	6" Installation of Cement Mortar Lining	1	LF	$ 44.00	$44.00
A1.3	8" Installation of Cement Mortar Lining	1	LF	$ 48.00	$48.00
A1.4	10" Installation of Cement Mortar Lining	1	LF	$ 50.00	$50.00
A1.5	12" Installation of Cement Mortar Lining	1	LF	$ 50.00	$50.00
A1.6	14" Installation of Cement Mortar Lining	1	LF	$ 52.00	$52.00
A1.7	16" Installation of Cement Mortar Lining	1	LF	$ 56.00	$56.00
A1.8	20" Installation of Cement Mortar Lining	1	LF	$ 60.00	$60.00
A1.9	24" Installation of Cement Mortar Lining	1	LF	$ 64.00	$64.00
A1.10	30" Installation of Cement Mortar Lining	1	LF	$ 68.00	$68.00
A1.11	36" Installation of Cement Mortar Lining	1	LF	$ 73.00	$73.00
Note: Any CML over 36" will be on an individual quote basis.					
A1.12	4" - 8" CML Setup Charge Per Install Length	1	LF	$ 15.00	$15.00
A1.13	10" - 16" CML Setup Charge Per Install Length	1	LF	$ 25.00	$25.00
A1.14	20" - 30" CML Setup Charge Per Install Length	1	LF	$ 35.00	$35.00
A1.15	36" or Larger CML Setup Charge Per Install Length	1	LF	$ 50.00	$50.00
A1.16	4" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 3.00	$3.00
A1.17	12" - 16" Backyard Easement Setup Per Install Length	1	LF	$ 5.00	$5.00
A1.18	CML Short Length Add-On(<200LF)	1	IN/DIA/FT	$ 20.00	$20.00

SUM TOTAL SECTION: $762.00

Epoxy Lining for Potable Water

Section A2 - Epoxy Lining (EL) For Potable Pipe		Quantity	Unit	Unit Price	Extension
A2.1	6" Installation of Epoxy Lining	1	LF	$ 62.00	$62.00
A2.2	8" Installation of Epoxy Lining	1	LF	$ 64.00	$64.00
A2.3	10" Installation of Epoxy Lining	1	LF	$ 70.00	$70.00
A2.4	12" Installation of Epoxy Lining	1	LF	$ 73.00	$73.00
A2.5	14" Installation of Epoxy Lining	1	LF	$ 75.00	$75.00
A2.6	16" Installation of Epoxy Lining	1	LF	$ 78.00	$78.00
A2.7	20" Installation of Epoxy Lining	1	LF	$ 80.00	$80.00
A2.8	24" Installation of Epoxy Lining	1	LF	$ 83.00	$83.00
Note: Any EL over 24" will be on an individual quote basis.					
A2.9	4" - 8" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 15.00	$15.00
A2.10	10" - 16" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 25.00	$25.00
A2.11	20" - 30" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 35.00	$35.00
A2.12	36" or Larger Epoxy Lining Setup Charge Per Install Len	1	LF	$ 50.00	$50.00
A2.13	4" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 3.00	$3.00
A2.14	12" - 16" Backyard Easement Setup Per Install Length	1	LF	$ 5.00	$5.00
A2.15	Epoxy Lining Short Length Add-On(<200LF)	1	IN/DIA/FT	$ 20.00	$20.00

SUM TOTAL SECTION: $738.00

Valves for Potable Water

Section A3 - Installation of Gate Valve		Quantity	Unit	Unit Price	Extension
A3.1	6" Gate Valve Installation	1	EA	$ 2,900.00	$2,900.00
A3.2	8" Gate Valve Installation	1	EA	$ 3,200.00	$3,200.00
A3.3	10" Gate Valve Installation	1	EA	$ 4,000.00	$4,000.00
A3.4	12" Gate Valve Installation	1	EA	$ 5,200.00	$5,200.00
A3.5	14" Gate Valve Installation	1	EA	$ 14,300.00	$14,300.00
A3.6	16" Gate Valve Installation	1	EA	$ 14,400.00	$14,400.00
A3.7	20" Gate Valve Installation	1	EA	$ 29,800.00	$29,800.00
A3.8	24" Gate Valve Installation	1	EA	$ 34,800.00	$34,800.00

Note: Any Gate Valve Installation over 24" will be on an individual quote basis.

SUM TOTAL SECTION: $108,600.00

Close Tolerance Pipe Slurrification

Section A4 - Bypass for Sewer Pipelines and Associated Items		Quantity	Unit	Unit Price	Extension
A4.1	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	$ 20,000.00	$20,000.00
A4.2	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	$ 25,000.00	$25,000.00
A4.3	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	$ 30,000.00	$30,000.00
A4.4	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	$ 60,000.00	$60,000.00
A4.5	Bypass System Piping & Equipment	1	Week	$ 40,000.00	$40,000.00
A4.6	Set Up 4" Pump (Per Pump)	1	EA	$ 2,000.00	$2,000.00
A4.7	Set Up 6" Pump (Per Pump)	1	EA	$ 3,000.00	$3,000.00
A4.8	Set Up 8" Pump (Per Pump)	1	EA	$ 4,000.00	$4,000.00
A4.9	Set Up 12" Pump (Per Pump)	1	EA	$ 5,000.00	$5,000.00
A4.10	Set Up 4" Piping	1	LF	$ 10.00	$10.00
A4.11	Set Up 6" Piping	1	LF	$ 25.00	$25.00
A4.12	Set Up 8" Piping	1	LF	$ 40.00	$40.00
A4.13	Set Up 12" Piping	1	LF	$ 50.00	$50.00
A4.14	Set Up 18" Piping	1	LF	$ 70.00	$70.00
A4.15	Set Up >18" up to 30" Piping	1	LF	$ 125.00	$125.00
A4.16	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,000.00	$1,000.00
A4.17	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,200.00	$1,200.00
A4.18	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,500.00	$1,500.00
A4.19	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 2,750.00	$2,750.00
A4.20	Bypass Pump watch labor	1	DAY	$ 3,000.00	$3,000.00
A4.21	Bypass Line watch labor	1	DAY	$ 3,000.00	$3,000.00
A4.22	Plug rental 8" - 15"	1	DAY	$ 500.00	$500.00
A4.23	Plug rental 18" - 30"	1	DAY	$ 1,000.00	$1,000.00
A4.24	Plug rental >30"	1	DAY	$ 1,500.00	$1,500.00
A4.25	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	$ 1,000.00	$1,000.00
A4.26	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	$ 1,000.00	$1,000.00
A4.27	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	$ 500.00	$500.00
A4.28	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	$ 550.00	$550.00
A4.29	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	$ 600.00	$600.00
A4.30	Bypass Plan (3rd Party Certified)	1	EA	$ 5,000.00	$5,000.00

SUM TOTAL SECTION: $213,420.00

Section A5 - Excavation		Quantity	Unit	Unit Price	Extension
A5.1	8" - 12" Point repair (0'- 8' deep)	1	EA	$ 8,000.00	$8,000.00
A5.2	8" - 12" Point repair (8'- 12' deep)	1	EA	$ 10,000.00	$10,000.00
A5.3	15" - 18" Point repair (0'-8' deep)	1	EA	$ 10,000.00	$10,000.00
A5.4	15" - 18" Point repair (8'-12' deep)	1	EA	$ 12,000.00	$12,000.00
A5.5	21" - 24" Point repair (0'-8' deep)	1	EA	$ 20,000.00	$20,000.00
A5.6	21" - 24" Point repair (8'-12' deep)	1	EA	$ 25,000.00	$25,000.00
A5.7	8" - 12" Point repair extra length	1	LF	$ 300.00	$300.00
A5.8	15" - 18" Point repair extra length	1	LF	$ 400.00	$400.00
A5.9	21" - 24" Point repair extra length	1	LF	$ 500.00	$500.00
A5.10	External reconnect (0'- 8' deep)	1	EA	$ 3,000.00	$3,000.00
A5.11	External reconnect (8'- 12' deep)	1	EA	$ 3,500.00	$3,500.00
A5.12	Extra length service over 5' long	1	LF	$ 100.00	$100.00
A5.13	Access Pit (0'-8' deep)	1	EA	$ 5,000.00	$5,000.00
A5.14	Access Pit (8'-12' deep)	1	EA	$ 7,500.00	$7,500.00
A5.15	Access Pit (>12'-15' deep)	1	EA	$ 25,000.00	$25,000.00
A5.16	Access Pit (>15'-20' deep)	1	EA	$ 40,000.00	$40,000.00
A5.17	Extra Depth Access Pit (>20VF)	1	VF	$ 5,750.00	$5,750.00
A5.18	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	$ 5,000.00	$5,000.00
A5.19	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	$ 6,000.00	$6,000.00
A5.20	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	$ 70,000.00	$70,000.00
A5.21	Trench safety	1	LF	$ 25.00	$25.00
A5.22	Modified Trench safety (other than conventional shore boxes)	1	VF	$ 500.00	$500.00
A5.23	Special shoring - Coffer dam	1	EA	$ 25,000.00	$25,000.00
A5.24	Cement stabilized sand	1	Ton	$ 200.00	$200.00
A5.25	Granular backfill	1	Ton	$ 100.00	$100.00
A5.26	Flowable Fill	1	CY	$ 400.00	$400.00
A5.27	Select backfill as designated by Owner	1	Ton	$ 100.00	$100.00
A5.28	Dewatering setup (well pointing)	1	EA	$ 12,000.00	$12,000.00
A5.29	Well point	1	LF	$ 900.00	$900.00
A5.30	Construction entrance	1	EA	$ 9,000.00	$9,000.00
A5.31	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	$ 150.00	$150.00
A5.32	Access Matting Deliver	1	Load	$ 5,000.00	$5,000.00
A5.33	Acces Matting (per mat) Install/Pickup	1	EA	$ 150.00	$150.00
A5.34	Access Matting (per mat)	1	Day	$ 50.00	$50.00
A5.35	Extra hand excavation	1	CY	$ 1,000.00	$1,000.00
A5.36	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	$ 300.00	$300.00

A5.37	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	$ 400.00	$400.00
A5.38	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	$ 500.00	$500.00
A5.39	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	$ 600.00	$600.00
A5.40	Open Cut Extra Depth Add-On	1	LF	$ 300.00	$300.00
A5.41	Silt Fence	1	LF	$ 15.00	$15.00

Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.

SUM TOTAL SECTION: $313,740.00

Section A6 - Additional Associated Items		Quantity	Unit	Unit Price	Extension
A6.1	Repair/Rehab 2" Asphalt pavement	1	SY	$ 250.00	$250.00
A6.2	Repair/Rehab 6-8" Asphalt pavement	1	SY	$ 250.00	$250.00
A6.3	Saw Cutting	1	LF	$ 30.00	$30.00
A6.4	Repair/Rehab 8" Concrete pavement	1	SY	$ 300.00	$300.00
A6.5	Repair/Rehab 6" Concrete driveway	1	SF	$ 140.00	$140.00
A6.6	Repair/Rehab 4" Concrete sidewalk	1	SF	$ 130.00	$130.00
A6.7	Repair/Rehab Concrete curb and gutter	1	LF	$ 100.00	$100.00
A6.8	ADA Ramp	1	EA	$ 10,000.00	$10,000.00
A6.9	Sod	1	SY	$ 25.00	$25.00
A6.10	Hydromulch	1	SY	$ 20.00	$20.00
A6.11	Top soil	1	CY	$ 300.00	$300.00
A6.12	Grading	1	SY	$ 150.00	$150.00
A6.13	Repair/Rehab chain link fence with new	1	LF	$ 100.00	$100.00
A6.14	Repair/Rehab wooden fence with new	1	LF	$ 100.00	$100.00
A6.15	Traffic Control - Residential	1	Day	$ 3,000.00	$3,000.00
A6.16	Traffic Control - Lane Closure	1	Day	$ 3,500.00	$3,500.00
A6.17	Traffic Control - DOT or other governed agency	1	Day	$ 4,000.00	$4,000.00
A6.18	Flagmen	1	HR	$ 100.00	$100.00
A6.19	Traffic Guard - Shadow Vehicle	1	Day	$ 2,500.00	$2,500.00
A6.20	Lighted Arrow Board (Per Arrow Board)	1	Day	$ 2,000.00	$2,000.00
A6.21	Traffic Control Plan (3rd Party Certified)	1	EA	$ 5,000.00	$5,000.00

SUM TOTAL SECTION: $31,995.00

Section A7 - Pressure Pipeline Bypass		Quantity	Unit	Unit Price	Extension
A7.1	Set-up bypass of mainlines with 2"-4" AWWA approved bypass	1	LF	$ 50.00	$50.00
A7.2	Connection of each service from 2"-4" AWWA approved bypass	1	EA	$ 1,000.00	$1,000.00
A7.3	Operation of 2"-4" AWWA approved bypass	1	Day	$ 1,000.00	$1,000.00
A7.4	Set-up bypass of mainlines with 6"-8" AWWA approved bypass	1	LF	$ 100.00	$100.00
A7.5	Connection of each service from 6"-8" AWWA approved bypass	1	EA	$ 1,500.00	$1,500.00
A7.6	Operation of 6"-8" AWWA approved bypass	1	Day	$ 1,500.00	$1,500.00
A7.7	Set-up bypass of mainlines with 10"-12" AWWA approved bypass	1	LF	$ 100.00	$100.00
A7.8	Connection of each service from 10"-12" AWWA approved bypass	1	EA	$ 2,000.00	$2,000.00
A7.9	Operation of 10"-12" AWWA approved bypass	1	Day	$ 2,000.00	$2,000.00

SUM TOTAL SECTION: $9,250.00

Section A8 - Fusible PVC Installation by Close Tolerance Pipe Slurrification (CTPS)					
A8.1	Short Length Setup < 100 LF	1	IN/DIA/LF	$ 100.00	$100.00
A8.2	4" DR 14 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.3	4" DR 18 DIPS Fusible PVC®	1	LF	$ 140.00	$140.00
A8.4	6" DR 14 DIPS Fusible PVC®	1	LF	$ 160.00	$160.00
A8.5	6" DR 18 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.6	6" DR 25 DIPS Fusible PVC®	1	LF	$ 145.00	$145.00
A8.7	8" DR 14 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.8	8" DR 18 DIPS Fusible PVC®	1	LF	$ 160.00	$160.00
A8.9	8" DR 25 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.10	10" DR 14 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.11	10" DR 18 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.12	10" DR 25 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.13	12" DR 14 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.14	12" DR 18 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.15	12" DR 25 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.16	14" DR 14 DIPS Fusible PVC®	1	LF	$ 200.00	$200.00
A8.17	14" DR 18 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.18	14" DR 21 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.19	14" DR 25 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.20	16" DR 14 DIPS Fusible PVC®	1	LF	$ 210.00	$210.00
A8.21	16" DR 18 DIPS Fusible PVC®	1	LF	$ 200.00	$200.00
A8.22	16" DR 21 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.23	16" DR 25 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.24	18" DR 18 DIPS Fusible PVC®	1	LF	$ 300.00	$300.00

Flexible Fabric Reinforced Pipe (FFRP) Lining for Pressurized Pipelines

Section A5 - Flexible Fabric Reinforced Pipe (FFRP) Lining		Quantity	Unit	Unit Price	Extension
A5.1	6" Installation of FFRP Lining	1	LF	$ 300.00	$300.00
A5.2	8" Installation of FFRP Lining	1	LF	$ 325.00	$325.00
A5.3	10" Installation of FFRP Lining	1	LF	$ 350.00	$350.00
A5.4	12" Installation of FFRP Lining	1	LF	$ 450.00	$450.00
A5.5	14"-16"" Installation of FFRP Lining	1	LF	$ 525.00	$525.00
A5.6	18" Installation of FFRP Lining	1	LF	$ 550.00	$550.00
A5.7	20" Installation of FFRP Lining	1	LF	$ 600.00	$600.00
A5.8	6" Installation of End Seal / Fitting	1	EA	$ 3,000.00	$3,000.00
A5.9	8" Installation of End Seal / Fitting	1	EA	$ 4,500.00	$4,500.00
A5.10	10" Installation of End Seal / Fitting	1	EA	$ 5,000.00	$5,000.00
A5.11	12" Installation of End Seal / Fitting	1	EA	$ 6,000.00	$6,000.00
A5.12	14"-16" Installation of End Seal / Fitting	1	EA	$ 8,250.00	$8,250.00
A5.13	18" Installation of End Seal / Fitting	1	EA	$ 8,500.00	$8,500.00
A5.14	20" Installation of End Seal / Fitting	1	EA	$ 9,000.00	$9,000.00
A5.15	6" to 12" System set-up charge Per Install Length	1	LF	$ 25.00	$25.00
A5.16	12" to 20" System set-up charge Per Install Length	1	LF	$ 40.00	$40.00
A5.17	Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 50.00	$50.00
A5.18	Internal Reconnect for CIPP Pressure Pipe	1	EA	$ 1,000.00	$1,000.00
A5.19	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	$ 10,000.00	$10,000.00
A5.20	12" to 20" Install Spool Piece for Pressure Pipe	1	EA	$ 15,000.00	$15,000.00
A5.21	Concrete or Other Blocking	1	EA	$ 1,500.00	$1,500.00
A5.22	Pressure Testing	1	EA	$ 10,000.00	$10,000.00
A5.23	Mega-Lug Kit	1	EA	$ 1,000.00	$1,000.00
A5.24	Uni Flange (including assessory and gasket)	1	EA	$ 1,500.00	$1,500.00
A5.27	Installation Winch	1	DAY	$ 2,000.00	$2,000.00

Note: Any lining above 20" is on an individual quote basis.

SUM TOTAL SECTION A5: $89,465.00

A8.25	18" DR 21 DIPS Fusible PVC®	1	LF	$ 290.00	$290.00
A8.26	18" DR 25 DIPS Fusible PVC®	1	LF	$ 280.00	$280.00
A8.27	20" DR 14 DIPS Fusible PVC®	1	LF	$ 400.00	$400.00
A8.28	20" DR 18 DIPS Fusible PVC®	1	LF	$ 390.00	$390.00
A8.29	20" DR 21 DIPS Fusible PVC®	1	LF	$ 380.00	$380.00
A8.30	20" DR 25 DIPS Fusible PVC®	1	LF	$ 370.00	$370.00
A8.31	24" DR 18 DIPS Fusible PVC®	1	LF	$ 500.00	$500.00
A8.32	24" DR 21 DIPS Fusible PVC®	1	LF	$ 490.00	$490.00
A8.33	24" DR 25 DIPS Fusible PVC®	1	LF	$ 480.00	$480.00
A8.34	Freight for Fusible PVC®	1	Per Truck	$ 6,250.00	$6,250.00
A8.35	Mobilization/Demobilization for CTPS	1	Per Event	$ 30,000.00	$30,000.00
A8.36	Fusion Services for 4"-12" Fusible PVC®	1	Day	$ 6,000.00	$6,000.00
A8.37	Fusion Services for 14"-16" Fusible PVC®	1	Day	$ 7,000.00	$7,000.00
A8.38	Fusion Services for 18"- 24" Fusible PVC®	1	Day	$ 8,000.00	$8,000.00
A8.39	Fusion Services for 30"- 36" Fusible PVC®	1	Day	$ 10,000.00	$10,000.00
A8.40	Pressure testing	1	IN/DIA/LF	$ 10.00	$10.00
A8.41	Install Fire Hydrant	1	EA	$ 10,000.00	$10,000.00
A8.42	Ductile Iron Fittings, Restraints, Hardware	1	LB	$ 50.00	$50.00
A8.43	3-Way Fire Hydrant Assembly	1	EA	$ 6,500.00	$6,500.00
A8.44	Salvage Existing Fire Hydrant	1	EA	$ 1,000.00	$1,000.00
A8.45	12 Ga. Tracer Wire	1	LF	$ 10.00	$10.00
A8.46	Connect to Existing Water Meter(include new angle valve)	1	EA	$ 1,500.00	$1,500.00
A8.47	Furnish & Install New Water Meter & Box	1	EA	$ 2,500.00	$2,500.00
A8.48	Remove Existing Valve & Box	1	EA	$ 2,500.00	$2,500.00
A8.49	Install 4" Gate Valve	1	EA	$ 4,000.00	$4,000.00
A8.50	Install 6" Gate Valve	2	EA	$ 6,000.00	$6,000.00
A8.51	Install 8" Gate Valve	3	EA	$ 8,000.00	$8,000.00
A8.52	Install 10" Gate Valve	4	EA	$ 10,000.00	$10,000.00
A8.53	Install 12" Gate Valve	5	EA	$ 12,000.00	$12,000.00
A8.54	Reconnect Services to Main	6	EA	$ 5,000.00	$5,000.00
A8.55	Remove Asbestos Containing Material - Slurry/Soil	1	CY	$ 750.00	$750.00
A8.56	Remove Asbestos Containing Material - Pipe	1	TN	$ 750.00	$750.00
A8.57	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$ 200.00	$200.00
A8.58	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$ 200.00	$200.00

SUM TOTAL SECTION: $145,985.00

Section A9 - Right-of-Way Maintenance

A9.1	ROW Clearing - (typical up to 20 feet wide)	1	LF	$ 75.00	$75.00
A9.2	ROW Maintenance - (typical up to 20 feet wide)	1	LF	$ 25.00	$25.00
A9.3	Tree removal and disposal 1" - 6"	1	EA	$ 3,000.00	$3,000.00
A9.4	Tree removal and disposal 6" - 12"	1	EA	$ 5,000.00	$5,000.00
A9.5	Install 14' Gate	1	EA	$ 7,500.00	$7,500.00
A9.6	Technical Field Support	1	HR	$ 150.00	$150.00

SUM TOTAL SECTION: $15,750.00

NO.	ITEM	UOM	QTY	PRICE
Section A - CIPP Mainline Rehabilitation Gravity Applications				
1	6" x 4.5mm	1	LF	$ 50.00
2	8" x 6.0mm	1	LF	$ 45.00
3	10" x 6.0mm	1	LF	$ 50.00
4	12" x 6.0mm	1	LF	$ 60.00
5	15" x 7.5mm	1	LF	$ 75.00
6	18" x 9.0mm	1	LF	$ 90.00
7	21" x 9.0mm	1	LF	$ 120.00
8	24" x 10.5mm	1	LF	$ 145.00
9	27" x 10.5mm	1	LF	$ 170.00
10	30" x 12.0mm	1	LF	$ 190.00
11	33" x 12.0mm	1	LF	$ 210.00
12	36" x 12.0mm	1	LF	$ 245.00
13	42" x 13.5mm	1	LF	$ 300.00
14	48" x 15.0mm	1	LF	$ 430.00
15	54" x 18.0mm	1	LF	$ 530.00
16	6" & 8" Additional 1.5mm	1	LF	$ 1.00
17	10" & 12" Additional 1.5mm	1	LF	$ 6.00
18	15" & 18" Additional 1.5mm	1	LF	$ 19.00
19	21" & 24" Additional 1.5mm	1	LF	$ 23.00
20	27" Additional 1.5mm	1	LF	$ 25.00
21	30" Additional 1.5mm	1	LF	$ 30.00
22	33" Additional 1.5mm	1	LF	$ 32.00
23	36" Additional 1.5mm	1	LF	$ 36.00
24	42" Additional 1.5mm	1	LF	$ 41.00
25	48" Additional 1.5mm	1	LF	$ 48.00
26	54" Additional 1.5mm	1	LF	$ 55.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	$ 20.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	$ 30.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	$ 45.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	$ 65.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 20.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	$ 30.00
33	Timber/Matting/Rock/Access	1	SY	$ 250.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 25.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	$ 25.00
36	Scaffold setup Non-Standard	1	EA	$ 15,000.00
37	Steel plate (per plate)	1	Day	$ 300.00
37.1	Service Reinstatement in 6” – 18”	1	EA	$ 350.00
37.2	Service Reinstatement in larger than 18”	1	EA	$ 450.00
Note: Any CIPP over 54" will be on an individual quote basis.				

SECTION A TOTAL:	**$**	**19,636.00**

NO.	ITEM	UOM	QTY	PRICE
	Section B - Pipebursting Rehabilitation			
38	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	$ 85.00
39	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	$ 90.00
40	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	$ 90.00
41	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	$ 100.00
42	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	$ 115.00
43	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	$ 120.00
44	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	$ 130.00
45	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	$ 140.00
46	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	$ 150.00
47	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	$ 160.00
48	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	$ 190.00
49	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	$ 210.00
50	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	$ 20.00
51	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	$ 35.00
52	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 25.00
53	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	$ 25.00
54	Pipeburst Lateral Setup Charge	1	EA	$ 2,000.00

55	Pipeburst Lateral	1	LF	$	100.00
Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.					
			SECTION B TOTAL:	**$**	**3,785.00**

Section C / D - Clean/TV & Evaluation for Gravity Pipelines				
NO.	**ITEM**	**UOM**	**QTY**	**PRICE**
56	6" Clean and TV	1	LF	$ 7.00
57	8" Clean and TV	1	LF	$ 7.00
58	10" Clean and TV	1	LF	$ 8.00
59	12" Clean and TV	1	LF	$ 10.00
60	15" Clean and TV	1	LF	$ 12.00
61	18" Clean and TV	1	LF	$ 14.00
62	21" Clean and TV	1	LF	$ 15.00
63	24" Clean and TV	1	LF	$ 17.00
64	27" Clean and TV sanitary sewer	1	LF	$ 21.00
65	30" Clean and TV sanitary sewer	1	LF	$ 23.00
66	33" Clean and TV sanitary sewer	1	LF	$ 28.00
67	36" Clean and TV sanitary sewer	1	LF	$ 35.00
68	42" Clean and TV sanitary sewer	1	LF	$ 41.00
69	48" Clean and TV sanitary sewer	1	LF	$ 52.00
70	54" Clean and TV sanitary sewer	1	LF	$ 62.00
71	6" - 18" Post TV Inspection After Rehabilitation	1	LF	$ 5.00
72	21" - 36" Post TV Inspection After Rehabilitation	1	LF	$ 6.00
73	42" or Larger Post TV Inspection After Rehabilitation	1	LF	$ 6.00
74	Re-setup for TV Due to Point Repairs	1	EA	$ 250.00
75	Root/Grease removal 6" - 12"	1	LF	$ 5.00
76	Root/Grease removal 13" - 18"	1	LF	$ 10.00
77	Root/Grease removal 18" - 24"	1	LF	$ 15.00
78	Other Remote Obstruction removal (max. 3 lf)	1	EA	$ 1,500.00
79	Above Ground Physical Inspection	1	LF	$ 5.00
80	Smoke Testing	1	LF	$ 2.00
81	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	$ 300.00
82	GPS Survey of Manholes & Cleanouts	1	EA	$ 500.00
83	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	$ 150.00
84	Investigative Float TV - All Sizes	1	LF	$ 15.00
85	Pre-Construction Video/Drone/Photos	1	LF	$ 5.00
86	Float TV	1	LF	$ 8.00
87	Flow Monitoring Meter - Installation	1	EA	$ 1,500.00
88	Flow Monitoring Meter - per meter	1	Day	$ 150.00
89	Rain Gauge - Installation	1	EA	$ 500.00

90	Rain Gauge - per gauge	1	Day	$	60.00
91	Flow Monitoring - Report	1	EA	$	5,000.00
			SECTION C / D TOTAL:	**$**	**10,344.00**

NO.	ITEM	UOM	QTY	PRICE
	Section E - Bypass for Gravity Pipelines and Associated Items			
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	$ 15,000.00
93	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	$ 25,000.00
94	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	$ 30,000.00
95	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	$ 60,000.00
96	Set Up 4" Pump (Per Pump)	1	EA	$ 1,000.00
97	Set Up 6" Pump (Per Pump)	1	EA	$ 1,500.00
98	Set Up 8" Pump (Per Pump)	1	EA	$ 2,500.00
99	Set Up 12" Pump (Per Pump)	1	EA	$ 4,000.00
100	Set Up 4" Piping	1	LF	$ 10.00
101	Set Up 6" Piping	1	LF	$ 25.00
102	Set Up 8" Piping	1	LF	$ 40.00
103	Set Up 12" Piping	1	LF	$ 50.00
104	Set Up 18" Piping	1	LF	$ 70.00
105	Set Up >18" up to 30" Piping	1	LF	$ 125.00
106	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 400.00
107	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 800.00
108	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,200.00
109	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,500.00
110	Bypass Pump watch labor	1	DAY	$ 2,750.00
111	Bypass Line watch labor	1	DAY	$ 2,350.00
112	Plug rental 8" - 15"	1	DAY	$ 350.00
113	Plug rental 18" - 30"	1	DAY	$ 750.00
114	Plug rental >30"	1	DAY	$ 1,000.00
115	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	$ 750.00
116	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	$ 750.00
117	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	$ 200.00
118	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	$ 250.00
119	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	$ 300.00
120	Bypass Plan (3rd Party Certified)	1	EA	$ 3,000.00
			SUM TOTAL SECTION E:	**$ 155,670.00**

NO.	ITEM	UOM	QTY	PRICE
	Section F - Point Repair by Excavation			
121	8" - 12" Point repair (0'- 8' deep)	1	EA	$ 6,500.00
122	8" - 12" Point repair (8'- 12' deep)	1	EA	$ 8,000.00
123	15" - 18" Point repair (0'-8' deep)	1	EA	$ 9,000.00
124	15" - 18" Point repair (8'-12' deep)	1	EA	$ 10,000.00
125	21" - 24" Point repair (0'-8' deep)	1	EA	$ 12,000.00
126	21" - 24" Point repair (8'-12' deep)	1	EA	$ 15,000.00
127	8" - 12" Point repair extra length	1	LF	$ 300.00
128	15" - 18" Point repair extra length	1	LF	$ 400.00
129	21" - 24" Point repair extra length	1	LF	$ 500.00
130	External reconnect (0'- 8' deep)	1	EA	$ 2,000.00
131	External reconnect (8'- 12' deep)	1	EA	$ 2,500.00
132	Extra length service over 5' long	1	LF	$ 75.00
133	Access Pit (0'-8' deep)	1	EA	$ 20,000.00
134	Access Pit (8'-12' deep)	1	EA	$ 25,000.00
135	Access Pit (>12'-15' deep)	1	EA	$ 35,000.00
136	Access Pit (>15'-20' deep)	1	EA	$ 50,000.00
137	Extra Depth Access Pit (>20VF)	1	VF	$ 5,750.00

138	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	$	2,000.00
139	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	$	2,500.00
140	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	$	3,500.00
141	Trench safety	1	LF	$	25.00
142	Modified Trench safety (other than conventional shore boxes)	1	VF	$	500.00
143	Special shoring - Coffer dam	1	EA	$	25,000.00
144	Install New 4' DIA manhole 0' - 6' deep	1	EA	$	10,000.00
145	Extra depth 4' DIA manhole over 6' deep	1	VF	$	600.00
146	Install New 5' DIA manhole 0' - 6' deep	1	EA	$	15,000.00
147	Extra depth 5' DIA manhole over 6' deep	1	VF	$	1,000.00
148	Install New 6' DIA manhole 0' - 6' deep	1	EA	$	25,000.00
149	Extra depth 6' DIA manhole over 6' deep	1	VF	$	1,250.00
150	R/R MH cone	1	EA	$	10,000.00
151	Install WW Access Chamber	1	EA	$	6,000.00
152	Remove existing MH 0'-6' deep	1	EA	$	3,000.00
153	Extra depth Remove existing MH >6' deep	1	VF	$	600.00
154	Reconstruct external MH drop	1	EA	$	8,500.00
155	Cement stabilized sand	1	Ton	$	200.00
156	Granular backfill	1	Ton	$	100.00
157	Flowable Fill	1	CY	$	250.00
158	Select backfill as designated by Owner	1	Ton	$	100.00
159	Dewatering setup (well pointing)	1	EA	$	12,000.00
160	Well point	1	LF	$	900.00
161	Construction entrance	1	EA	$	9,000.00
162	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	$	100.00
163	Extra hand excavation	1	CY	$	100.00
164	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	$	250.00
165	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	$	300.00
166	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	$	400.00
167	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	$	500.00
168	Open Cut Extra Depth Add-On	1	LF	$	250.00
Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.					
			SUM TOTAL SECTION F:	**$**	**340,950.00**

NO.	ITEM	UOM	QTY	PRICE
Section G - Sanitary Manhole Replacement				
169	Internal reconnects	1	EA	$ 350.00
170	Man Entry Internal reconnects	1	EA	$ 1,000.00
171	Remove and replace cleanout	1	EA	$ 5,000.00
172	Repair/Rehab 2" Asphalt pavement	1	SY	$ 250.00
173	Repair/Rehab 8" Flex base	1	SY	$ 100.00
174	Repair/Rehab 8" Concrete pavement	1	SY	$ 400.00
175	Repair/Rehab 6" Concrete driveway	1	SF	$ 70.00
176	Repair/Rehab 4" Concrete sidewalk	1	SF	$ 45.00
177	Repair/Rehab Concrete curb and gutter	1	LF	$ 75.00
178	Sod	1	SY	$ 25.00
179	Hydromulch	1	SY	$ 10.00
180	Top soil	1	CY	$ 80.00
181	Grading	1	SY	$ 100.00
182	Repair/Rehab chain link fence with new	1	LF	$ 75.00
183	Repair/Rehab wooden fence with new	1	LF	$ 75.00
184	Traffic control	1	Day	$ 1,000.00
185	Traffic control - TXDOT or other State governed agency	1	Day	$ 3,500.00
186	Flagmen	1	HR	$ 75.00
187	Traffic Guard - Shadow Vehicle	1	Day	$ 2,000.00
188	Lighted Arrow Board (Per Arrow Board)	1	Day	$ 300.00

189	Traffic Control Plan (3rd Party Certified)	1	EA	$	3,000.00
190	Crane w/ Operator	1	Day	$	5,000.00
			SUM TOTAL SECTION G:	**$**	**22,530.00**

NO.	ITEM	UOM	QTY	PRICE
	Section H - HDPE Tight Fitting Liner (IPS diameters)			
191	2" x DR 32.5 Installation of pipe	1	LF	$ 15.00
192	4" x DR 32.5 Installation of pipe	1	LF	$ 25.00
193	6" x DR 32.5 Installation of pipe	1	LF	$ 45.00
194	8" x DR 32.5 Installation of pipe	1	LF	$ 60.00
195	10" x DR 32.5 Installation of pipe	1	LF	$ 80.00
196	12" x DR 32.5 Installation of pipe	1	LF	$ 90.00
197	15" x DR 32.5 Installation of pipe	1	LF	$ 120.00
198	18" x DR 32.5 Installation of pipe	1	LF	$ 145.00
199	21" x DR 32.5 Installation of pipe	1	LF	$ 165.00
200	24" x DR 32.5 Installation of pipe	1	LF	$ 180.00
201	27" x DR 32.5 Installation of pipe	1	LF	$ 200.00
202	30" x DR 32.5 Installation of pipe	1	LF	$ 215.00
203	33" x DR 32.5 Installation of pipe	1	LF	$ 230.00
204	36" x DR 32.5 Installation of pipe	1	LF	$ 250.00
205	42" x DR 32.5 Installation of pipe	1	LF	$ 300.00
206	48" x DR 32.5 Installation of pipe	1	LF	$ 340.00
207	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 1.75
208	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 1.75
209	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 2.50
210	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 2.50
211	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 3.50
212	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 3.50
213	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 5.00
214	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 5.00
215	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 7.00
216	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 7.00
217	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 10.00
218	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 10.00
219	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 17.00
220	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 17.00
221	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 25.00
222	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 25.00
223	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 50.00
224	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 50.00
225	2" to 4" Polyethylene flange	1	EA	$ 135.00
226	5" to 8" Polyethylene flange	1	EA	$ 270.00
227	10" & 12" Polyethylene flange	1	EA	$ 420.00
228	13" to 16" Polyethylene flange	1	EA	$ 600.00
229	18" to 20" Polyethylene flange	1	EA	$ 750.00
230	21" to 24" Polyethylene flange	1	EA	$ 920.00
231	26" to 30" Polyethylene flange	1	EA	$ 1,250.00
232	32" to 36" Polyethylene flange	1	EA	$ 1,850.00
233	42" to 48" Polyethylene flange	1	EA	$ 2,500.00
234	2" to12" Tite Liner set-up charge Per Install Length	1	LF	$ 25.00
235	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	$ 40.00
236	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	$ 65.00

SUM TOTAL SECTION H:	**$**	**11,528.50**

NO.	ITEM	UOM	QTY	PRICE
Section I - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers				
237	30" Basic Repair	1	LF	$ 6,150.00
238	30" Additional GFRP Layer	1	LF	$ 225.00
239	30" Additional CFRP Layer	1	LF	$ 260.00
240	36" Basic Repair	1	LF	$ 6,400.00
241	36" Additional GFRP Layer	1	LF	$ 265.00
242	36" Additional CFRP Layer	1	LF	$ 380.00
243	42" Basic Repair	1	LF	$ 6,850.00
244	42" Additional GFRP Layer	1	LF	$ 300.00
245	42" Additional CFRP Layer	1	LF	$ 500.00
246	48" Basic Repair	1	LF	$ 7,100.00
247	48" Additional GFRP Layer	1	LF	$ 340.00
248	48" Additional CFRP Layer	1	LF	$ 540.00
249	54" Basic Repair	1	LF	$ 7,500.00
250	54" Additional GFRP Layer	1	LF	$ 710.00
251	54" Additional CFRP Layer	1	LF	$ 910.00
252	60" Basic Repair	1	LF	$ 8,000.00
253	60" Additional GFRP Layer	1	LF	$ 740.00
254	60" Additional CFRP Layer	1	LF	$ 1,000.00
255	66" Basic Repair	1	LF	$ 8,250.00
256	66" Additional GFRP Layer	1	LF	$ 765.00
257	66" Additional CFRP Layer	1	LF	$ 1,100.00

258	72" Basic Repair	1	LF	$	8,500.00
259	72" Additional GFRP Layer	1	LF	$	800.00
260	72" Additional CFRP Layer	1	LF	$	1,150.00
261	84" Basic Repair	1	LF	$	9,400.00
262	84" Additional GFRP Layer	1	LF	$	880.00
263	84" Additional CFRP Layer	1	LF	$	1,250.00
264	96" Basic Repair	1	LF	$	9,950.00
265	96" Additional GFRP Layer	1	LF	$	975.00
266	96" Additional CFRP Layer	1	LF	$	1,330.00
Note: Any FRP pipe repair above 96" is on an individual quote basis					
			SUM TOTAL SECTION I:	**$**	**92,520.00**

NO.	ITEM	UOM	QTY	PRICE
Section J - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe				
Potable Pressure Pipelines				
267	6" Installation of Pressure Pipe Lining	1	LF	$ 200.00
268	8" Installation of Pressure Pipe Lining	1	LF	$ 225.00
269	10" Installation of Pressure Pipe Lining	1	LF	$ 250.00
270	12" Installation of Pressure Pipe Lining	1	LF	$ 300.00
271	15" Installation of Pressure Pipe Lining	1	LF	$ 400.00
272	18" Installation of Pressure Pipe Lining	1	LF	$ 450.00
273	21" Installation of Pressure Pipe Lining	1	LF	$ 500.00
274	24" Installation of Pressure Pipe Lining	1	LF	$ 575.00
275	27" Installation of Pressure Pipe Lining	1	LF	$ 675.00
276	30" Installation of Pressure Pipe Lining	1	LF	$ 700.00
277	36" Installation of Pressure Pipe Lining	1	LF	$ 850.00
Non-Potable Pressure Pipelines				
278	6" Reinforced Pressure Pipe Lining	1	LF	$ 200.00
279	8" Reinforced Pressure Pipe Lining	1	LF	$ 225.00
280	10" Reinforced Pressure Pipe Lining	1	LF	$ 250.00
281	12" Reinforced Pressure Pipe Lining	1	LF	$ 300.00
282	15" Reinforced Pressure Pipe Lining	1	LF	$ 400.00
283	18" Reinforced Pressure Pipe Lining	1	LF	$ 450.00
284	21" Reinforced Pressure Pipe Lining	1	LF	$ 500.00
285	24" Reinforced Pressure Pipe Lining	1	LF	$ 575.00
286	27" Reinforced Pressure Pipe Lining	1	LF	$ 675.00
287	30" Reinforced Pressure Pipe Lining	1	LF	$ 700.00
288	36" Reinforced Pressure Pipe Lining	1	LF	$ 850.00
289	6" Installation of End Seal	1	EA	$ 3,000.00
290	8" Installation of End Seal	1	EA	$ 4,500.00
291	10" Installation of End Seal	1	EA	$ 5,000.00
292	12" Installation of End Seal	1	EA	$ 6,000.00
293	15" Installation of End Seal	1	EA	$ 8,000.00
294	18" Installation of End Seal	1	EA	$ 8,500.00
295	21" Installation of End Seal	1	EA	$ 9,000.00
296	24" Installation of End Seal	1	EA	$ 9,500.00
297	27" Installation of End Seal	1	EA	$ 10,000.00

298	30" Installation of End Seal	1	EA	$	10,500.00
299	36" Installation of End Seal	1	EA	$	11,000.00
300	6" to 12" System set-up charge Per Install Length	1	LF	$	25.00
301	15" to 24" System set-up charge Per Install Length	1	LF	$	40.00
302	24" to 30" System set-up charge Per Install Length	1	LF	$	60.00
303	Internal Reconnect for CIPP Pressure Pipe	1	EA	$	1,000.00
304	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	$	10,000.00
305	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	$	15,000.00
306	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	$	20,000.00
307	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	$	30,000.00
Note: Any pressure pipe lining above 36" is on an individual quote basis.					
			SUM TOTAL SECTION J:	**$**	**171,375.00**

NO.	ITEM	UOM	QTY	PRICE
Section K - Pressure Pipeline Bypass				
308	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	$ 40.00
309	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	$ 450.00
310	Operation of 2"- 4" AWWA approved bypass	1	Day	$ 500.00

311	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	$	50.00
312	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	$	500.00
313	Operation of 6"- 8" AWWA approved bypass	1	Day	$	750.00
314	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	$	60.00
315	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	$	500.00
316	Operation of 10"- 12" AWWA approved bypass	1	Day	$	1,250.00
317	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	$	150.00
318	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	$	500.00
319	Operation of 13"- 19" AWWA approved bypass	1	Day	$	2,000.00
320	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	$	200.00
321	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	$	700.00
322	Operation of 20"- 24" AWWA approved bypass	1	Day	$	2,000.00
			SUM TOTAL SECTION K:	**$**	**9,650.00**

NO.	ITEM	UOM	QTY	PRICE
	Section L - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning			
323	6" Cleaning with pressure propelled pigs	1	LF	$ 15.00
324	8" Cleaning with pressure propelled pigs	1	LF	$ 15.00
325	10" Cleaning with pressure propelled pigs	1	LF	$ 15.00
326	12" Cleaning with pressure propelled pigs	1	LF	$ 15.00
327	15" Cleaning with pressure propelled pigs	1	LF	$ 20.00
328	18" Cleaning with pressure propelled pigs	1	LF	$ 20.00
329	21" Cleaning with pressure propelled pigs	1	LF	$ 20.00
330	24" Cleaning with pressure propelled pigs	1	LF	$ 25.00
331	30" Cleaning with pressure propelled pigs	1	LF	$ 30.00
332	36" Cleaning with pressure propelled pigs	1	LF	$ 35.00
333	6" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
334	8" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
335	10" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
336	12" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
337	15" Set up, Install and Remove Pig Launcher	1	EA	$ 15,000.00
338	18" Set up, Install and Remove Pig Launcher	1	EA	$ 15,000.00
339	21" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
340	24" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
341	30" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
342	36" Set up, Install and Remove Pig Launcher	1	EA	$ 30,000.00
343	6" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
344	8" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
345	10" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
346	12" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
347	15" Cleaning with scrapers or other attached tools	1	LF	$ 30.00
348	18" Cleaning with scrapers or other attached tools	1	LF	$ 30.00
349	21" Cleaning with scrapers or other attached tools	1	LF	$ 30.00

350	24" Cleaning with scrapers or other attached tools	1	LF	$	35.00
351	30" Cleaning with scrapers or other attached tools	1	LF	$	40.00
352	36" Cleaning with scrapers or other attached tools	1	LF	$	50.00
353	6" Pressure pipe inspection	1	LF	$	5.00
354	8" Pressure pipe inspection	1	LF	$	5.00
355	10" Pressure pipe inspection	1	LF	$	6.00
356	12" Pressure pipe inspection	1	LF	$	6.00
357	15" Pressure pipe inspection	1	LF	$	6.00
358	18" Pressure pipe inspection	1	LF	$	8.00
359	21" Pressure pipe inspection	1	LF	$	8.00
360	24" Pressure pipe inspection	1	LF	$	8.00
361	30" Pressure pipe inspection	1	LF	$	10.00
362	36" Pressure pipe inspection	1	LF	$	12.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	$	5.00
	Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.				
			SUM TOTAL SECTION L:	**$**	**150,604.00**

NO.	ITEM	UOM	QTY	PRICE
	Section M - Gravity Sewer Lateral Renewal Systems			
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia)	1	EA	$ 6,000.00
365	4"-6" Internal installation and cure of top hat shaped structure (from main <12"dia)	1	EA	$ 3,500.00
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	$ 425.00
367	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	$ 425.00
368	4"-6" Set-up for installations of <20 each total	1	EA	$ 850.00
369	4"-6" Set-up for installations of 20-50 each total	1	EA	$ 750.00
370	4"-6" Set-up for installations of 50-100 each total	1	EA	$ 300.00
371	4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply)	1	EA	$ 100.00
			SUM TOTAL SECTION M:	**$ 12,350.00**

NO.	ITEM	UOM	QTY	PRICE
	Section N - Manhole, Access Portals and Wet Well Renewal Systems			
372	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	$ 125.00
373	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	$ 75.00
374	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	$ 75.00

375	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	$	10.00
376	All Sizes Installation of Manhole Chimney Seal	1	EA	$	1,500.00
377	New manhole frame and cover	1	EA	$	1,500.00
378	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	$	2,000.00
379	Adjust manhole frame and cover	1	EA	$	1,500.00
380	Manhole Rehabilitation - cementitious	1	SQFT	$	30.00
381	Manhole Rehabilitation - epoxy	1	SQFT	$	40.00
382	Manhole, Pipe or Other Structures - Spray Rehabilitation	1	SQFT	$	125.00
383	Manhole Rehabilitation - modified polymer	1	SQFT	$	50.00
384	Manhole Bench Rehabilitation - cementitious	1	SQFT	$	35.00
385	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	$	50.00
386	Manhole Bench Rebuild	1	EA	$	1,500.00
387	Mechanical Repairs (per person)	1	HR	$	250.00
388	Injection grouting in MH	1	Gal	$	400.00
389	Void filling with cementitious material	1	CF	$	150.00
390	Setup for void filling	1	EA	$	7,500.00
391	Access beyond 100' from road	1	EA	$	5,000.00
392	Vacuum test MH	1	EA	$	1,000.00
			SUM TOTAL SECTION N:	**$**	**22,915.00**

NO.	ITEM	UOM	QTY	PRICE
	Section O - All Other Underground Construction Items and Supplemental Items for This Contract			
395	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	$ 7,000.00
396	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	$ 8,000.00
397	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	$ 10,000.00
398	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	$ 13,000.00
399	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	$ 15,000.00
400	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	$ 25,000.00
401	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	$ 3,000.00
402	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	$ 5,000.00
403	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	$ 7,500.00
404	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	$ 10,000.00
405	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	$ 15,000.00
406	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	$ 25,000.00
407	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	$ 40,000.00
408	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	$ 150.00
409	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	$ 175.00
410	Pipe or Other Confined Space Man Entry Safety System	1	DAY	$ 1,500.00
411	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	$ 5,000.00
	SUM TOTAL SECTION O:			**$ 190,325.00**

NO.	ITEM	UOM	QTY	PRICE
	Section P - Fusible PVC Installation by HDD or Other Means			
412	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
413	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
414	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$ 55.00
415	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$ 55.00
416	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$ 8.00
417	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
418	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00

419	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	55.00
420	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	55.00
421	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	10.00
422	10"-12" Installation of pipe clay ground conditions (pipe cost	1	IN/DIA/LF	$	40.00
423	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	40.00
424	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
425	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
426	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	12.00
427	14"-18" Installation of pipe clay ground conditions (pipe cost	1	IN/DIA/LF	$	45.00
428	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
429	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
430	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
431	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	15.00
432	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
433	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
434	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
435	20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
436	20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	18.00
437	27"- 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
438	27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
439	27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
440	27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
441	27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	25.00
442	Short Length Setup < 100 LF	1	IN/DIA/LF	$	25.00
443	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	$	25.00
444	4" DR 14 DIPS Fusible PVC®	1	LF	$	17.00
445	4" DR 18 DIPS Fusible PVC®	1	LF	$	13.00
446	6" DR 14 DIPS Fusible PVC®	1	LF	$	33.00
447	6" DR 18 DIPS Fusible PVC®	1	LF	$	26.00
448	6" DR 25 DIPS Fusible PVC®	1	LF	$	19.00
449	8" DR 14 DIPS Fusible PVC®	1	LF	$	56.00
450	8" DR 18 DIPS Fusible PVC®	1	LF	$	44.00
451	8" DR 25 DIPS Fusible PVC®	1	LF	$	33.00
452	10" DR 14 DIPS Fusible PVC®	1	LF	$	85.00
453	10" DR 18 DIPS Fusible PVC®	1	LF	$	67.00
454	10" DR 25 DIPS Fusible PVC®	1	LF	$	49.00
455	12" DR 14 DIPS Fusible PVC®	1	LF	$	118.00
456	12" DR 18 DIPS Fusible PVC®	1	LF	$	94.00
457	12" DR 25 DIPS Fusible PVC®	1	LF	$	70.00

458	14" DR 14 DIPS Fusible PVC®	1	LF	$	160.00
459	14" DR 18 DIPS Fusible PVC®	1	LF	$	125.00
460	14" DR 21 DIPS Fusible PVC®	1	LF	$	110.00
461	14" DR 25 DIPS Fusible PVC®	1	LF	$	93.00
462	16" DR 14 DIPS Fusible PVC®	1	LF	$	208.00
463	16" DR 18 DIPS Fusible PVC®	1	LF	$	163.00
464	16" DR 21 DIPS Fusible PVC®	1	LF	$	140.00
465	16" DR 25 DIPS Fusible PVC®	1	LF	$	120.00
466	18" DR 18 DIPS Fusible PVC®	1	LF	$	205.00
467	18" DR 21 DIPS Fusible PVC®	1	LF	$	176.00
468	18" DR 25 DIPS Fusible PVC®	1	LF	$	150.00
469	20" DR 14 DIPS Fusible PVC®	1	LF	$	315.00
470	20" DR 18 DIPS Fusible PVC®	1	LF	$	250.00
471	20" DR 21 DIPS Fusible PVC®	1	LF	$	220.00
472	20" DR 25 DIPS Fusible PVC®	1	LF	$	184.00
473	24" DR 18 DIPS Fusible PVC®	1	LF	$	356.00
474	24" DR 21 DIPS Fusible PVC®	1	LF	$	308.00
475	24" DR 25 DIPS Fusible PVC®	1	LF	$	265.00
476	24" DR 32.5 DIPS Fusible PVC®	1	LF	$	230.00
477	30" DR 21 DIPS Fusible PVC®	1	LF	$	475.00
478	30" DR 25 DIPS Fusible PVC®	1	LF	$	400.00
479	30" DR 32.5 DIPS Fusible PVC®	1	LF	$	350.00
480	36" DR 21 DIPS Fusible PVC®	1	LF	$	680.00
481	36" DR 25 DIPS Fusible PVC®	1	LF	$	575.00
482	36" DR 32.5 DIPS Fusible PVC®	1	LF	$	500.00
483	Freight for Fusible PVC®	1	Per Truck	$	6,250.00
484	Mobilization/Demobilization for Fusible PVC®	1	Per Event	$	11,000.00
485	Fusion Services for 4"-12" Fusible PVC®	1	Day	$	3,500.00
486	Fusion Services for 14"-16" Fusible PVC®	1	Day	$	3,800.00
487	Fusion Services for 18"- 24" Fusible PVC®	1	Day	$	4,500.00

488	Fusion Services for 30"- 36" Fusible PVC®	1	Day	$	6,300.00
489	Pressure testing	1	IN/DIA/LF	$	5.00
490	Install Fire Hydrant	1	EA	$	10,000.00
491	Ductile Iron Fittings, Restraints, Hardware	1	LB	$	25.00
492	3-Way Fire Hydrant Assembly	1	EA	$	6,500.00
493	Salvage Existing Fire Hydrant	1	EA	$	1,000.00
494	12 Ga. Tracer Wire	1	LF	$	8.00
495	Connect to Existing Water Meter(include new angle valve)	1	EA	$	1,500.00
496	Furnish & Install New Water Meter & Box	1	EA	$	2,500.00
497	Remove Existing Valve & Box	1	EA	$	300.00
498	Resilient Seat Gate Valve & Box	1	EA	$	2,500.00
499	1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop	1	LF	$	50.00
500	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$	50.00
			SUM TOTAL SECTION P:	**$**	**68,638.00**

NO.	ITEM	UOM	QTY	PRICE
	Section Q - Right-of-Way Maintenance			
501	ROW Clearing - (typical up to 20 feet wide)	1	LF	$ 75.00
502	ROW Maintenance - (typical up to 20 feet wide)	1	LF	$ 25.00
503	Tree removal and disposal 1" - 6"	1	EA	$ 1,000.00
504	Tree removal and disposal 6" - 12"	1	EA	$ 2,500.00
505	Install 14' Gate	1	EA	$ 7,500.00
506	Technical Field Support	1	HR	$ 150.00
			SUM TOTAL SECTION Q:	**$ 11,250.00**

NO.	ITEM	UOM	QTY	PRICE
	Section R - Crew Travel & Mobilization			
507	Travel and Mobilization	1	EA	$ 15,000.00
508	Travel and Mobilization	1	EA	$ 30,000.00
			SUM TOTAL SECTION R:	**$ 45,000.00**

NO.	ITEM	UOM	QTY	PRICE
	Section S - Geopolymer Storm Pipe & Culvert Lining			
509	30" Storm Pipe - Minimum 1.0"	1	LF	$ 290.00
510	36" Storm Pipe - Minimum 1.0"	1	LF	$ 350.00
511	42" Storm Pipe - Minimum 1.0"	1	LF	$ 400.00
512	48" Storm Pipe - Minimum 1.0"	1	LF	$ 465.00
513	54" Storm Pipe - Minimum 1.5"	1	LF	$ 590.00
514	60" Storm Pipe - Minimum 1.5"	1	LF	$ 650.00
515	66" Storm Pipe - Minimum 1.5"	1	LF	$ 720.00
516	72" Storm Pipe - Minimum 1.5"	1	LF	$ 780.00
517	78" Storm Pipe - Minimum 1.5"	1	LF	$ 840.00
518	84" Storm Pipe - Minimum 1.5"	1	LF	$ 900.00
519	90" Storm Pipe - Minimum 1.5"	1	LF	$ 950.00
520	96" Storm Pipe - Minimum 1.5"	1	LF	$ 1,000.00
521	Short length setup add-on	1	IN/DIA/LF	$ 20.00
522	Additional 1.0" thickness	1	SF	$ 65.00
523	#3 Steel Rebar on 18" Centers for 30" Pipe	1	LF	$ 90.00
524	#3 Steel Rebar on 18" Centers for 36" Pipe	1	LF	$ 100.00
525	#3 Steel Rebar on 18" Centers for 42" Pipe	1	LF	$ 105.00
526	#3 Steel Rebar on 18" Centers for 48" Pipe	1	LF	$ 115.00
527	#3 Steel Rebar on 18" Centers for 54" Pipe	1	LF	$ 125.00
528	#3 Steel Rebar on 18" Centers for 60" Pipe	1	LF	$ 135.00
529	#3 Steel Rebar on 18" Centers for 66" Pipe	1	LF	$ 140.00
530	#3 Steel Rebar on 18" Centers for 72" Pipe	1	LF	$ 150.00
531	#3 Steel Rebar on 18" Centers for 78" Pipe	1	LF	$ 155.00
532	#3 Steel Rebar on 18" Centers for 84" Pipe	1	LF	$ 165.00
533	#3 Steel Rebar on 18" Centers for 90" Pipe	1	LF	$ 170.00

534	#3 Steel Rebar on 18" Centers for 96" Pipe	1	LF	$	180.00
535	Invert Repair	1	LF	$	250.00
536	Hydraulic Jacking of CMP	1	LF	$	135.00
537	6" Thickness Concrete Flatwork	1	SF	$	50.00
538	Rip Rap Supply and Install	1	CF	$	165.00
539	Void Grouting with Cementitious Grout	1	CF	$	140.00
			SUM TOTAL SECTION S:	**$**	**10,390.00**

Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN				
			Multiplier	1.50
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN				
			Multiplier	1.50

EXHIBIT E - Cement Mortar Lining for Potable Water

Section A1 - Cement Mortar Lining (CML) For Potable Pipe		Quantity	Unit	Unit Price	Extension
A1.1	4" Installation of Cement Mortar Lining	1	LF	$ 44.00	$44.00
A1.2	6" Installation of Cement Mortar Lining	1	LF	$ 44.00	$44.00
A1.3	8" Installation of Cement Mortar Lining	1	LF	$ 48.00	$48.00
A1.4	10" Installation of Cement Mortar Lining	1	LF	$ 50.00	$50.00
A1.5	12" Installation of Cement Mortar Lining	1	LF	$ 50.00	$50.00
A1.6	14" Installation of Cement Mortar Lining	1	LF	$ 52.00	$52.00
A1.7	16" Installation of Cement Mortar Lining	1	LF	$ 56.00	$56.00
A1.8	20" Installation of Cement Mortar Lining	1	LF	$ 60.00	$60.00
A1.9	24" Installation of Cement Mortar Lining	1	LF	$ 64.00	$64.00
A1.10	30" Installation of Cement Mortar Lining	1	LF	$ 68.00	$68.00
A1.11	36" Installation of Cement Mortar Lining	1	LF	$ 73.00	$73.00
Note: Any CML over 36" will be on an individual quote basis.					
A1.12	4" - 8" CML Setup Charge Per Install Length	1	LF	$ 15.00	$15.00
A1.13	10" - 16" CML Setup Charge Per Install Length	1	LF	$ 25.00	$25.00
A1.14	20" - 30" CML Setup Charge Per Install Length	1	LF	$ 35.00	$35.00
A1.15	36" or Larger CML Setup Charge Per Install Length	1	LF	$ 50.00	$50.00
A1.16	4" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 3.00	$3.00
A1.17	12" - 16" Backyard Easement Setup Per Install Length	1	LF	$ 5.00	$5.00
A1.18	CML Short Length Add-On(<200LF)	1	IN/DIA/FT	$ 20.00	$20.00

SUM TOTAL SECTION: $762.00

Epoxy Lining for Potable Water

Section A2 - Epoxy Lining (EL) For Potable Pipe		Quantity	Unit	Unit Price	Extension
A2.1	6" Installation of Epoxy Lining	1	LF	$ 62.00	$62.00
A2.2	8" Installation of Epoxy Lining	1	LF	$ 64.00	$64.00
A2.3	10" Installation of Epoxy Lining	1	LF	$ 70.00	$70.00
A2.4	12" Installation of Epoxy Lining	1	LF	$ 73.00	$73.00
A2.5	14" Installation of Epoxy Lining	1	LF	$ 75.00	$75.00
A2.6	16" Installation of Epoxy Lining	1	LF	$ 78.00	$78.00
A2.7	20" Installation of Epoxy Lining	1	LF	$ 80.00	$80.00
A2.8	24" Installation of Epoxy Lining	1	LF	$ 83.00	$83.00
Note: Any EL over 24" will be on an individual quote basis.					
A2.9	4" - 8" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 15.00	$15.00
A2.10	10" - 16" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 25.00	$25.00
A2.11	20" - 30" Epoxy Lining Setup Charge Per Install Length	1	LF	$ 35.00	$35.00
A2.12	36" or Larger Epoxy Lining Setup Charge Per Install Len	1	LF	$ 50.00	$50.00
A2.13	4" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 3.00	$3.00
A2.14	12" - 16" Backyard Easement Setup Per Install Length	1	LF	$ 5.00	$5.00
A2.15	Epoxy Lining Short Length Add-On(<200LF)	1	IN/DIA/FT	$ 20.00	$20.00

SUM TOTAL SECTION: $738.00

Valves for Potable Water

Section A3 - Installation of Gate Valve		Quantity	Unit	Unit Price	Extension
A3.1	6" Gate Valve Installation	1	EA	$ 2,900.00	$2,900.00
A3.2	8" Gate Valve Installation	1	EA	$ 3,200.00	$3,200.00
A3.3	10" Gate Valve Installation	1	EA	$ 4,000.00	$4,000.00
A3.4	12" Gate Valve Installation	1	EA	$ 5,200.00	$5,200.00
A3.5	14" Gate Valve Installation	1	EA	$ 14,300.00	$14,300.00
A3.6	16" Gate Valve Installation	1	EA	$ 14,400.00	$14,400.00
A3.7	20" Gate Valve Installation	1	EA	$ 29,800.00	$29,800.00
A3.8	24" Gate Valve Installation	1	EA	$ 34,800.00	$34,800.00

Note: Any Gate Valve Installation over 24" will be on an individual quote basis.

SUM TOTAL SECTION: $108,600.00

Close Tolerance Pipe Slurrification

Section A4 - Bypass for Sewer Pipelines and Associated Items		Quantity	Unit	Unit Price	Extension
A4.1	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	$ 20,000.00	$20,000.00
A4.2	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	$ 25,000.00	$25,000.00
A4.3	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	$ 30,000.00	$30,000.00
A4.4	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	$ 60,000.00	$60,000.00
A4.5	Bypass System Piping & Equipment	1	Week	$ 40,000.00	$40,000.00
A4.6	Set Up 4" Pump (Per Pump)	1	EA	$ 2,000.00	$2,000.00
A4.7	Set Up 6" Pump (Per Pump)	1	EA	$ 3,000.00	$3,000.00
A4.8	Set Up 8" Pump (Per Pump)	1	EA	$ 4,000.00	$4,000.00
A4.9	Set Up 12" Pump (Per Pump)	1	EA	$ 5,000.00	$5,000.00
A4.10	Set Up 4" Piping	1	LF	$ 10.00	$10.00
A4.11	Set Up 6" Piping	1	LF	$ 25.00	$25.00
A4.12	Set Up 8" Piping	1	LF	$ 40.00	$40.00
A4.13	Set Up 12" Piping	1	LF	$ 50.00	$50.00
A4.14	Set Up 18" Piping	1	LF	$ 70.00	$70.00
A4.15	Set Up >18" up to 30" Piping	1	LF	$ 125.00	$125.00
A4.16	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,000.00	$1,000.00
A4.17	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,200.00	$1,200.00
A4.18	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,500.00	$1,500.00
A4.19	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 2,750.00	$2,750.00
A4.20	Bypass Pump watch labor	1	DAY	$ 3,000.00	$3,000.00
A4.21	Bypass Line watch labor	1	DAY	$ 3,000.00	$3,000.00
A4.22	Plug rental 8" - 15"	1	DAY	$ 500.00	$500.00
A4.23	Plug rental 18" - 30"	1	DAY	$ 1,000.00	$1,000.00
A4.24	Plug rental >30"	1	DAY	$ 1,500.00	$1,500.00
A4.25	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	$ 1,000.00	$1,000.00
A4.26	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	$ 1,000.00	$1,000.00
A4.27	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	$ 500.00	$500.00
A4.28	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	$ 550.00	$550.00
A4.29	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	$ 600.00	$600.00
A4.30	Bypass Plan (3rd Party Certified)	1	EA	$ 5,000.00	$5,000.00

SUM TOTAL SECTION: $213,420.00

Section A5 - Excavation		Quantity	Unit	Unit Price	Extension
A5.1	8" - 12" Point repair (0'- 8' deep)	1	EA	$ 8,000.00	$8,000.00
A5.2	8" - 12" Point repair (8'- 12' deep)	1	EA	$ 10,000.00	$10,000.00
A5.3	15" - 18" Point repair (0'-8' deep)	1	EA	$ 10,000.00	$10,000.00
A5.4	15" - 18" Point repair (8'-12' deep)	1	EA	$ 12,000.00	$12,000.00
A5.5	21" - 24" Point repair (0'-8' deep)	1	EA	$ 20,000.00	$20,000.00
A5.6	21" - 24" Point repair (8'-12' deep)	1	EA	$ 25,000.00	$25,000.00
A5.7	8" - 12" Point repair extra length	1	LF	$ 300.00	$300.00
A5.8	15" - 18" Point repair extra length	1	LF	$ 400.00	$400.00
A5.9	21" - 24" Point repair extra length	1	LF	$ 500.00	$500.00
A5.10	External reconnect (0'- 8' deep)	1	EA	$ 3,000.00	$3,000.00
A5.11	External reconnect (8'- 12' deep)	1	EA	$ 3,500.00	$3,500.00
A5.12	Extra length service over 5' long	1	LF	$ 100.00	$100.00
A5.13	Access Pit (0'-8' deep)	1	EA	$ 5,000.00	$5,000.00
A5.14	Access Pit (8'-12' deep)	1	EA	$ 7,500.00	$7,500.00
A5.15	Access Pit (>12'-15' deep)	1	EA	$ 25,000.00	$25,000.00
A5.16	Access Pit (>15'-20' deep)	1	EA	$ 40,000.00	$40,000.00
A5.17	Extra Depth Access Pit (>20VF)	1	VF	$ 5,750.00	$5,750.00
A5.18	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	$ 5,000.00	$5,000.00
A5.19	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	$ 6,000.00	$6,000.00
A5.20	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	$ 70,000.00	$70,000.00
A5.21	Trench safety	1	LF	$ 25.00	$25.00
A5.22	Modified Trench safety (other than conventional shore boxes)	1	VF	$ 500.00	$500.00
A5.23	Special shoring - Coffer dam	1	EA	$ 25,000.00	$25,000.00
A5.24	Cement stabilized sand	1	Ton	$ 200.00	$200.00
A5.25	Granular backfill	1	Ton	$ 100.00	$100.00
A5.26	Flowable Fill	1	CY	$ 400.00	$400.00
A5.27	Select backfill as designated by Owner	1	Ton	$ 100.00	$100.00
A5.28	Dewatering setup (well pointing)	1	EA	$ 12,000.00	$12,000.00
A5.29	Well point	1	LF	$ 900.00	$900.00
A5.30	Construction entrance	1	EA	$ 9,000.00	$9,000.00
A5.31	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	$ 150.00	$150.00
A5.32	Access Matting Deliver	1	Load	$ 5,000.00	$5,000.00
A5.33	Acces Matting (per mat) Install/Pickup	1	EA	$ 150.00	$150.00
A5.34	Access Matting (per mat)	1	Day	$ 50.00	$50.00
A5.35	Extra hand excavation	1	CY	$ 1,000.00	$1,000.00
A5.36	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	$ 300.00	$300.00

A5.37	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	$ 400.00	$400.00
A5.38	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	$ 500.00	$500.00
A5.39	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	$ 600.00	$600.00
A5.40	Open Cut Extra Depth Add-On	1	LF	$ 300.00	$300.00
A5.41	Silt Fence	1	LF	$ 15.00	$15.00

Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.

SUM TOTAL SECTION: $313,740.00

Section A6 - Additional Associated Items		Quantity	Unit	Unit Price	Extension
A6.1	Repair/Rehab 2" Asphalt pavement	1	SY	$ 250.00	$250.00
A6.2	Repair/Rehab 6-8" Asphalt pavement	1	SY	$ 250.00	$250.00
A6.3	Saw Cutting	1	LF	$ 30.00	$30.00
A6.4	Repair/Rehab 8" Concrete pavement	1	SY	$ 300.00	$300.00
A6.5	Repair/Rehab 6" Concrete driveway	1	SF	$ 140.00	$140.00
A6.6	Repair/Rehab 4" Concrete sidewalk	1	SF	$ 130.00	$130.00
A6.7	Repair/Rehab Concrete curb and gutter	1	LF	$ 100.00	$100.00
A6.8	ADA Ramp	1	EA	$ 10,000.00	$10,000.00
A6.9	Sod	1	SY	$ 25.00	$25.00
A6.10	Hydromulch	1	SY	$ 20.00	$20.00
A6.11	Top soil	1	CY	$ 300.00	$300.00
A6.12	Grading	1	SY	$ 150.00	$150.00
A6.13	Repair/Rehab chain link fence with new	1	LF	$ 100.00	$100.00
A6.14	Repair/Rehab wooden fence with new	1	LF	$ 100.00	$100.00
A6.15	Traffic Control - Residential	1	Day	$ 3,000.00	$3,000.00
A6.16	Traffic Control - Lane Closure	1	Day	$ 3,500.00	$3,500.00
A6.17	Traffic Control - DOT or other governed agency	1	Day	$ 4,000.00	$4,000.00
A6.18	Flagmen	1	HR	$ 100.00	$100.00
A6.19	Traffic Guard - Shadow Vehicle	1	Day	$ 2,500.00	$2,500.00
A6.20	Lighted Arrow Board (Per Arrow Board)	1	Day	$ 2,000.00	$2,000.00
A6.21	Traffic Control Plan (3rd Party Certified)	1	EA	$ 5,000.00	$5,000.00

SUM TOTAL SECTION: $31,995.00

Section A7 - Pressure Pipeline Bypass		Quantity	Unit	Unit Price	Extension
A7.1	Set-up bypass of mainlines with 2"-4" AWWA approved bypass	1	LF	$ 50.00	$50.00
A7.2	Connection of each service from 2"-4" AWWA approved bypass	1	EA	$ 1,000.00	$1,000.00
A7.3	Operation of 2"-4" AWWA approved bypass	1	Day	$ 1,000.00	$1,000.00
A7.4	Set-up bypass of mainlines with 6"-8" AWWA approved bypass	1	LF	$ 100.00	$100.00
A7.5	Connection of each service from 6"-8" AWWA approved bypass	1	EA	$ 1,500.00	$1,500.00
A7.6	Operation of 6"-8" AWWA approved bypass	1	Day	$ 1,500.00	$1,500.00
A7.7	Set-up bypass of mainlines with 10"-12" AWWA approved bypass	1	LF	$ 100.00	$100.00
A7.8	Connection of each service from 10"-12" AWWA approved bypass	1	EA	$ 2,000.00	$2,000.00
A7.9	Operation of 10"-12" AWWA approved bypass	1	Day	$ 2,000.00	$2,000.00

SUM TOTAL SECTION: $9,250.00

Section A8 - Fusible PVC Installation by Close Tolerance Pipe Slurrification (CTPS)					
A8.1	Short Length Setup < 100 LF	1	IN/DIA/LF	$ 100.00	$100.00
A8.2	4" DR 14 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.3	4" DR 18 DIPS Fusible PVC®	1	LF	$ 140.00	$140.00
A8.4	6" DR 14 DIPS Fusible PVC®	1	LF	$ 160.00	$160.00
A8.5	6" DR 18 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.6	6" DR 25 DIPS Fusible PVC®	1	LF	$ 145.00	$145.00
A8.7	8" DR 14 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.8	8" DR 18 DIPS Fusible PVC®	1	LF	$ 160.00	$160.00
A8.9	8" DR 25 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.10	10" DR 14 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.11	10" DR 18 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.12	10" DR 25 DIPS Fusible PVC®	1	LF	$ 150.00	$150.00
A8.13	12" DR 14 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.14	12" DR 18 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.15	12" DR 25 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.16	14" DR 14 DIPS Fusible PVC®	1	LF	$ 200.00	$200.00
A8.17	14" DR 18 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.18	14" DR 21 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.19	14" DR 25 DIPS Fusible PVC®	1	LF	$ 170.00	$170.00
A8.20	16" DR 14 DIPS Fusible PVC®	1	LF	$ 210.00	$210.00
A8.21	16" DR 18 DIPS Fusible PVC®	1	LF	$ 200.00	$200.00
A8.22	16" DR 21 DIPS Fusible PVC®	1	LF	$ 190.00	$190.00
A8.23	16" DR 25 DIPS Fusible PVC®	1	LF	$ 180.00	$180.00
A8.24	18" DR 18 DIPS Fusible PVC®	1	LF	$ 300.00	$300.00

Flexible Fabric Reinforced Pipe (FFRP) Lining for Pressurized Pipelines

Section A5 - Flexible Fabric Reinforced Pipe (FFRP) Lining		Quantity	Unit	Unit Price	Extension
A5.1	6" Installation of FFRP Lining	1	LF	$ 300.00	$300.00
A5.2	8" Installation of FFRP Lining	1	LF	$ 325.00	$325.00
A5.3	10" Installation of FFRP Lining	1	LF	$ 350.00	$350.00
A5.4	12" Installation of FFRP Lining	1	LF	$ 450.00	$450.00
A5.5	14"-16"" Installation of FFRP Lining	1	LF	$ 525.00	$525.00
A5.6	18" Installation of FFRP Lining	1	LF	$ 550.00	$550.00
A5.7	20" Installation of FFRP Lining	1	LF	$ 600.00	$600.00
A5.8	6" Installation of End Seal / Fitting	1	EA	$ 3,000.00	$3,000.00
A5.9	8" Installation of End Seal / Fitting	1	EA	$ 4,500.00	$4,500.00
A5.10	10" Installation of End Seal / Fitting	1	EA	$ 5,000.00	$5,000.00
A5.11	12" Installation of End Seal / Fitting	1	EA	$ 6,000.00	$6,000.00
A5.12	14"-16" Installation of End Seal / Fitting	1	EA	$ 8,250.00	$8,250.00
A5.13	18" Installation of End Seal / Fitting	1	EA	$ 8,500.00	$8,500.00
A5.14	20" Installation of End Seal / Fitting	1	EA	$ 9,000.00	$9,000.00
A5.15	6" to 12" System set-up charge Per Install Length	1	LF	$ 25.00	$25.00
A5.16	12" to 20" System set-up charge Per Install Length	1	LF	$ 40.00	$40.00
A5.17	Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 50.00	$50.00
A5.18	Internal Reconnect for CIPP Pressure Pipe	1	EA	$ 1,000.00	$1,000.00
A5.19	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	$ 10,000.00	$10,000.00
A5.20	12" to 20" Install Spool Piece for Pressure Pipe	1	EA	$ 15,000.00	$15,000.00
A5.21	Concrete or Other Blocking	1	EA	$ 1,500.00	$1,500.00
A5.22	Pressure Testing	1	EA	$ 10,000.00	$10,000.00
A5.23	Mega-Lug Kit	1	EA	$ 1,000.00	$1,000.00
A5.24	Uni Flange (including assessory and gasket)	1	EA	$ 1,500.00	$1,500.00
A5.27	Installation Winch	1	DAY	$ 2,000.00	$2,000.00

Note: Any lining above 20" is on an individual quote basis.

SUM TOTAL SECTION A5: $89,465.00

A8.25	18" DR 21 DIPS Fusible PVC®	1	LF	$ 290.00	$290.00
A8.26	18" DR 25 DIPS Fusible PVC®	1	LF	$ 280.00	$280.00
A8.27	20" DR 14 DIPS Fusible PVC®	1	LF	$ 400.00	$400.00
A8.28	20" DR 18 DIPS Fusible PVC®	1	LF	$ 390.00	$390.00
A8.29	20" DR 21 DIPS Fusible PVC®	1	LF	$ 380.00	$380.00
A8.30	20" DR 25 DIPS Fusible PVC®	1	LF	$ 370.00	$370.00
A8.31	24" DR 18 DIPS Fusible PVC®	1	LF	$ 500.00	$500.00
A8.32	24" DR 21 DIPS Fusible PVC®	1	LF	$ 490.00	$490.00
A8.33	24" DR 25 DIPS Fusible PVC®	1	LF	$ 480.00	$480.00
A8.34	Freight for Fusible PVC®	1	Per Truck	$ 6,250.00	$6,250.00
A8.35	Mobilization/Demobilization for CTPS	1	Per Event	$ 30,000.00	$30,000.00
A8.36	Fusion Services for 4"-12" Fusible PVC®	1	Day	$ 6,000.00	$6,000.00
A8.37	Fusion Services for 14"-16" Fusible PVC®	1	Day	$ 7,000.00	$7,000.00
A8.38	Fusion Services for 18"- 24" Fusible PVC®	1	Day	$ 8,000.00	$8,000.00
A8.39	Fusion Services for 30"- 36" Fusible PVC®	1	Day	$ 10,000.00	$10,000.00
A8.40	Pressure testing	1	IN/DIA/LF	$ 10.00	$10.00
A8.41	Install Fire Hydrant	1	EA	$ 10,000.00	$10,000.00
A8.42	Ductile Iron Fittings, Restraints, Hardware	1	LB	$ 50.00	$50.00
A8.43	3-Way Fire Hydrant Assembly	1	EA	$ 6,500.00	$6,500.00
A8.44	Salvage Existing Fire Hydrant	1	EA	$ 1,000.00	$1,000.00
A8.45	12 Ga. Tracer Wire	1	LF	$ 10.00	$10.00
A8.46	Connect to Existing Water Meter(include new angle valve)	1	EA	$ 1,500.00	$1,500.00
A8.47	Furnish & Install New Water Meter & Box	1	EA	$ 2,500.00	$2,500.00
A8.48	Remove Existing Valve & Box	1	EA	$ 2,500.00	$2,500.00
A8.49	Install 4" Gate Valve	1	EA	$ 4,000.00	$4,000.00
A8.50	Install 6" Gate Valve	2	EA	$ 6,000.00	$6,000.00
A8.51	Install 8" Gate Valve	3	EA	$ 8,000.00	$8,000.00
A8.52	Install 10" Gate Valve	4	EA	$ 10,000.00	$10,000.00
A8.53	Install 12" Gate Valve	5	EA	$ 12,000.00	$12,000.00
A8.54	Reconnect Services to Main	6	EA	$ 5,000.00	$5,000.00
A8.55	Remove Asbestos Containing Material - Slurry/Soil	1	CY	$ 750.00	$750.00
A8.56	Remove Asbestos Containing Material - Pipe	1	TN	$ 750.00	$750.00
A8.57	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$ 200.00	$200.00
A8.58	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$ 200.00	$200.00

SUM TOTAL SECTION: $145,985.00

Section A9 - Right-of-Way Maintenance

A9.1	ROW Clearing - (typical up to 20 feet wide)	1	LF	$ 75.00	$75.00
A9.2	ROW Maintenance - (typical up to 20 feet wide)	1	LF	$ 25.00	$25.00
A9.3	Tree removal and disposal 1" - 6"	1	EA	$ 3,000.00	$3,000.00
A9.4	Tree removal and disposal 6" - 12"	1	EA	$ 5,000.00	$5,000.00
A9.5	Install 14' Gate	1	EA	$ 7,500.00	$7,500.00
A9.6	Technical Field Support	1	HR	$ 150.00	$150.00

SUM TOTAL SECTION: $15,750.00

BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Insituform Technologies, LLC

X _____

(Signature and Title)
Patrizia Sordillo, Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES USA, LLC
LIMITED LIABILITY
SEAL
DELAWARE

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 28th day of November AD, 20 23

_____ My Commission Expires: July 8, 2024
(Notary Public)

DIANE PARTRIDGE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2024
Commission # 12595471

SEAL

Appointments
13.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	April 21, 2026

RE: Appointing Irene Pilinger to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- Irene Pilinger Application

From: noreply@civicplus.com
To: City Clerk Staff
Subject: Online Form Submittal: APPLICATION FOR MUNICIPAL APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION
Date: Tuesday, March 24, 2026 9:49:00 AM

APPLICATION FOR MUNICIPAL APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION

CITY OF NORTH MIAMI BEACH FLORIDA

APPLICATION FOR MUNICIPAL APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION

CHAPTER 2, SECTION 2-32.1 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH PROVIDES "RESIDENCY REQUIREMENT: MEMBERS OF ALL BOARDS, COMMITTEES AND COMMISSIONS SHALL BE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED. SHOULD ANY BOARD, COMMITTEE OR COMMISSION MEMBER MOVE OUTSIDE THE CITY LIMITS DURING THE TERM OF HIS/HER APPOINTMENT, HE/SHE SHALL AUTOMATICALLY BE REMOVED FROM THE POSITION HE/SHE HOLDS." MEMBERS ARE ALSO SUBJECT TO CHAPTER 2, SECTION 2-32.4.

I HEREBY FILE AN APPLICATION FOR APPOINTMENT TO THE FOLLOWING BOARD, COMMISSION OR COMMITTEE:

First Name	Irene
Last Name	Pilinger

Address	1070 NE 180 Terrace
City	North Miami Beach
State	Florida
Zip Code	33162
Phone Number	3057883381
Fax Number	*Field not completed.*
Email Address	izp098@gmail.com

(Section Break)

DO YOU RESIDE IN NORTH MIAMI BEACH DURING ALL TWELVE MONTHS OF THE YEAR?

Options	Yes

HAVE YOU EVER BEEN CONVICTED OF A FELONY?

Options	No

HIGHEST LEVEL OF EDUCATION: (Youth Advisory Board Applicants: Please indicate current grade level as well as the name and telephone number of the school you are currently attending.)

Answer	Some college

ARE YOU RELATED TO A CITY EMPLOYEE?

(If yes, please state the name of the employee and the department in which he/she works:)

Options	No

EMPLOYMENT HISTORY (Please include employer, position, years served):

Answer	Retired from marketing and print production career

HAVE YOU EVER SERVED ON AN ADVISORY COMMITTEE IN THE PAST? If yes, please describe.

Options	Yes
Answer	Beautification and Library Board

IF NOT SELECTED FOR THE BOARD/COMMITTEE/COMMISSION INDICATED ABOVE, PLEASE LIST ANY ADDITIONAL BOARDS/COMMITTEE/COMMISSIONS FOR WHICH YOU WOULD LIKE YOUR APPLICATION SUBMITTED (Please rank in order of preference):

List of Boards	*Field not completed.*

DESCRIBE YOUR PROFESSIONAL AND/OR VOLUNTEER EXPERIENCE OR BACKGROUND THAT WOULD BEST QUALIFY YOU FOR AN APPOINTMENT TO THE BOARD/COMMITTEE/ COMMISSION YOU HAVE SELECTED:

Answer	As a resident of the city for over 40 years and my experience in marketing and communications, I feel qualified to weigh in on the things that make our city unique and projects that help maintain the safety and comfort of our residents as well as maintain the value of residents' investment in our homes.

IF YOU ARE APPLYING FOR A BOARD/COMMITTEE/COMMISSION THAT HAS SPECIFIC REQUIREMENTS, PLEASE DETAIL HOW YOUR BACKGROUND AND/OR EXPERIENCE MEETS THE REQUIRED CRITERIA

Answer	I don't believe there is any specific requirements to serve on the Beautification Committee

(Section Break)

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:

Date	3/24/2026

APPLICANT'S NAME:

Name Irene Z Pilinger

(Section Break)

FOR INTERNAL USE

LIAISON:

Appointment Date:

Email not displaying correctly? View it in your browser.

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

Appointments
13.3.

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:	April 21, 2026

RE: Appointing Wrendly Mesidor to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- Wrendly Mesidor Application

City of North Miami Beach, Florida

APPLICATION FOR BEAUTIFICATION COMMITTEE

The Beautification Commission shall act in an advisory capacity in the City Commission in matters relating to City parks and City beautification.

The Beautification Commission duties include plan, develop, create, investigate and prepare studies, suggestions and recommendations to the City Commission in relation to parks and beautification to the end that a systematic program in relation thereto becomes effective both as to the present and future betterment of the City.

(PLEASE PRINT CLEARLY)

1. NAME:_____

2. HOME ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

3. BUSINESS NAME: _____

   BUSINESS ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

   CELL: _____ EMAIL ADDRESS: _____

   FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT_____ WORK_____ (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO _____

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   _____

CITY CLERK'S OFFICE
'26 MAR 24 AM8:39

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO _____
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: _____)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: _____

_____ to _____ _____

_____ to _____ _____

_____ to _____ _____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PARKS AND BEAUTIFICATION MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

_____ _____
_____ _____
_____ _____

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE BEAUTIFICATION COMMITTEE:

_____
_____
_____
_____
_____

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: _____
_____
_____
_____

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: _____ APPLICANT'S SIGNATURE: _____

APPOINTMENT DATE: _____ BY_____

Revised 2/14/19

Appointments
13.4.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	April 21, 2026

RE: Appointing Geraldine Lazarre to the Planning and Zoning Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- Geraldine Lazarre Application

City of North Miami Beach, Florida

APPLICATION FOR PLANNING AND ZONING BOARD

THE PLANNING AND ZONING BOARD SHALL ACT AS AN ADVISORY BODY, TO THE CITY MANAGER, THE MAYOR AND COMMISSIONERS.

Members of the Planning and Zoning Board shall have a license in engineering or contracting, or have equivalent professional experience in the area(s) of city planning, land use planning, transportation planning, urban planning, community development, real estate, mixed-use development, statistics, public economics, construction management, general contracting, architecture, or a law degree.

(PLEASE PRINT CLEARLY)

1. NAME: Geraldine Lazarre

2. HOME ADDRESS: 1265 NE 155 STREET

   CITY: N. MIAMI BCH STATE: FL ZIP: 3316

3. BUSINESS NAME: _____

   BUSINESS ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) 7862511824 (BUSINESS) _____

   CELL: X EMAIL ADDRESS: glazarre@trimergecpa.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? (YES OR NO) RESIDENT X WORK _____

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO X

7. I AGREE THAT I AM RESPONSIBLE FOR NOTIFYING THE CITY CLERK IF I AM ARRESTED FOR OR CHARGED WITH A FELONY DURING MY TERM OF OFFICE. YES X NO _____

8. HIGHEST LEVEL OF EDUCATION AND OCCUPATION: Masters of Science in Taxation

9. 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: _____)

CITY CLERK'S OFFICE
'26 APR 14 PM8:38

10. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):
PRESENT STATUS: _____

8/2003 to Present TriMerge Consulting Group, AA.

____ to 20years R.t Real Estate Group

____ to ____

11. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PLANNING AND ZONING MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY) NO

12. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE PLANNING AND ZONING BOARD: To support the Business of the City and its residents

13. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: Economic Development Committee, Charter Review Committee, Jackson Hospital Bond Review Committee, AA

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: 4/14/2026 APPLICANT'S SIGNATURE: _____

APPOINTMENT DATE: _____ BY _____

Revised 3/23/21

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:	April 21, 2026

RE: NMBPD Monthly Report (March 2026)

Description
BACKGROUND
ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT: