



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, July 21, 2026
6:00 PM

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay R. Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
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**
 - 2.1 Pastor Peytyn Tobin - Fulford United Methodist Church**
- 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. CITY MANAGER'S REPORT**
- 10. CITY ATTORNEY'S REPORT**
- 11. CITY CLERK'S REPORT**
- 12. CONSENT AGENDA**

12.1.Commission Conference Minutes of June 16, 2026 (Andrise Bernard, MMC, City Clerk)

12.2.Regular Commission Meeting Minutes of June 16, 2026 (Andrise Bernard, MMC, City Clerk)

12.3. Special Commission Meeting Minutes of June 22, 2026 (Andrise Bernard, MMC, City Clerk)

12.4. Special Commission Meeting Minutes of July 6, 2026 (Andrise Bernard, MMC, City Clerk)

12.5. Resolution No. R2026-87 Ratifying and Approving a Budget Transfer within the Community Development Department (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$150,000 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNTS WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES PREVIOUSLY AUTHORIZED PURSUANT TO RESOLUTION NO. R2026-71; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.6. Resolution No. R2026-88 Approving the Lease Buyout of Twenty-Seven Vehicles from Enterprise Fleet Management, Inc. in an Amount Not to Exceed \$56,610.00 (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BUYOUT OF TWENTY-SEVEN (27) LEASED VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. UPON COMPLETION OF THEIR LEASE TERMS; IN AN AMOUNT NOT TO EXCEED \$56,610.00; 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.

12.7. Resolution No. R2026-89 Approving And Authorizing a Purchase Order with Trinova, Inc. for the Sole Source Purchase of Turnkey Rehabilitation of the Sodium Hypochlorite Pump Room (Sponsored by 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 TRINOVA, INC. FOR THE SOLE SOURCE PURCHASE OF TURNKEY

REHABILITATION OF THE SODIUM HYPOCHLORITE PUMP ROOM IN A BUDGETED AMOUNT NOT TO EXCEED \$196,882.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12.8. Resolution No. R2026-90 Change Order to contract with TechGroupOne, Inc. for the Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY \$92,799.00, FOR TRANSIT SHELTER, AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; 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.

- 12.9. Resolution No. R2026-91 Approving & Authorizing Change Order with Rexel USA (Sponsored by 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 THE CONTRACT WITH REXEL, USA, INC. INCREASING THE CONTRACT BY AN ANNUAL AMOUNT NOT TO EXCEED \$55,000 FOR THE PURCHASE OF ALLEN BRADLEY AND ROCKWELL AUTOMATION EQUIPMENT AND 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.

- 12.10. Resolution No. R2026-92 Authorizing a Change Order to the Contract with Protiviti Government Services, Inc. (Sponsored by City Manager Darvin Williams)

- 12.11. Resolution No. R2026-93 Approving & Authorizing Change Order with Maggolc, Inc. (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MAGGOLC, INC., INCREASING THE ESTIMATED EXPENDITURE BY \$26,539.00, FOR THE NE 168 STREET AND NE 20 AVENUE ROUNDABOUT PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12.12 Resolution No. R2026-94 Approving a Change Order with AMI Engineering, LLC (Sponsored by 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 THE CONTRACT WITH AMI ENGINEERING, LLC INCREASING THE ANNUAL EXPENDITURE BY \$32,000.00 FOR THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12.13 Resolution No. R2026-95 Approving Utilization of State & Federal Law Enforcement Funds for Related Police Purchases (Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF LAW ENFORCEMENT OPERATIONAL EQUIPMENT, SUPPLIES, AND WELLNESS SERVICES, UTILIZING LAW ENFORCEMENT TRUST FUND FUNDS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN THOUSAND DOLLARS (\$211,000.00), INCLUSIVE OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) FROM THE STATE LAW ENFORCEMENT TRUST FUND# 173, AND ONE HUNDRED ELEVEN THOUSAND DOLLARS (\$111,000.00) FROM THE FEDERAL LAW ENFORCEMENT TRUST FUND# 172; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12.14 Resolution No. R2026-97 Development of an Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal (Commissioner Phyllis S. Smith)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR DEVELOPMENT OF AN ARTS DISTRICT; 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.

- 12.15 Resolution No. R2026-99 Amending The City's Events Policy to Establish Standards for the use of Elected Officials' Images on City-Produced Event Materials (Commissioner Fortuna Smukler)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S EVENTS POLICY TO ESTABLISH STANDARDS FOR THE USE OF ELECTED OFFICIALS' IMAGES ON CITY-PRODUCED EVENT MATERIALS; PROHIBITING THE PLACEMENT OF THE FACE OR INDIVIDUAL PORTRAIT OF THE MAYOR OR ANY SINGLE MEMBER OF THE CITY COMMISSION ON FLYERS, POSTERS, DIGITAL GRAPHICS, SOCIAL MEDIA POSTS, OR OTHER PROMOTIONAL MATERIALS PRODUCED, PRINTED, OR DISSEMINATED BY THE CITY, EXCEPT WHEN SUCH ELECTED OFFICIAL IS PARTICIPATING AS A SPEAKER, PANELIST, MODERATOR, PRESENTER, OR FEATURED PARTICIPANT IN THE EVENT; REQUIRING THAT EVENTS SPONSORED BY THE MAYOR OR MEMBERS OF THE CITY COMMISSION BE APPROVED ONLY BY RESOLUTION PREPARED BY CITY STAFF AND NOT BY MOTION ALONE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12.16 Resolution No. R2026-100 Approval of Settlement Agreement and Mutual Release By and Among Giancarlo Schwarz and Diana Schwarz (Sponsored by City Attorney's Office)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG GIANCARLO SCHWARZ AND DIANA SCHWARZ, AS PARENTS AND NATURAL GUARDIANS OF G.S., A MINOR, AND THE CITY OF NORTH MIAMI BEACH; 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.

- 12.17 Resolution No. R2026-101 Approval of Settlement Agreement and**

Mutual Release By and Among Victor Mora (Sponsored by City Attorney's Office)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG VICTOR MORA, AND THE CITY OF NORTH MIAMI BEACH; 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.

13. QUASI-JUDICIAL LEGISLATION - None

14. LEGISLATION

**14.1.Ordinance No. 2026-04 (Second Reading) Noise Ordinance
(Commissioner Lynn Su)**

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

14.2.Ordinance No. 2026-11 (Second Reading) Adopting the North Miami Beach Water Supply Plan as a Part of the City's Comprehensive Plan (Sponsored By City Manager Darvin Williams)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY OF NORTH MIAMI BEACH WATER SUPPLY PLAN, APPROVING A TEXT AMENDMENT TO THE CITY COMPREHENSIVE PLAN'S INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONSERVATION ELEMENT, AND THE FUTURE LAND USE ELEMENT; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

14.3.Ordinance No. 2026-12 (Second Reading) Amending The Infrastructure Element Policy as Part of Evaluation and Appraisal Report Based Amendments of the City's Comprehensive Plan (Sponsored by City Manager Darvin Williams)
AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE INFRASTRUCTURE ELEMENT POLICY AS PART OF EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS, TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT (AWT); PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

14.4.Resolution No. R2026-96 Approval of the Memorandum of Understanding with Global Empowerment Mission (GEM) (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 GLOBAL EMPOWERMENT MISSION TO STRENGTHEN DISASTER PREPAREDNESS, EMERGENCY RESPONSE, HUMANITARIAN ASSISTANCE, COMMUNITY OUTREACH, VOLUNTEER ENGAGEMENT, AND RECOVERY EFFORTS FOR THE BENEFIT OF THE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH; PROVIDING FOR THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH GLOBAL EMPOWERMENT MISSION; 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.

14.5.Resolution No. R2026-98 Authorizing Funding for General Education Development (GED) and English for Speakers of Other Languages (ESOL) Classes through Miami-Dade County Public Schools (Commissioner Daniela Jean)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING FUNDING FOR THE GENERAL EDUCATION DEVELOPMENT AND ENGLISH FOR SPEAKERS OF OTHER LANGUAGES CLASSES FOR CITY OF NORTH MIAMI BEACH RESIDENTS ENROLLED AT A CITY OF NORTH MIAMI BEACH ADULT AND

COMMUNITY EDUCATION CENTER FOR THE 2026 SCHOOL YEAR, THROUGH MIAMI-DADE COUNTY PUBLIC SCHOOLS AND EACH SUBSEQUENT SCHOOL YEAR, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS, IN AN AMOUNT NOT TO EXCEED \$_____ PER SCHOOL YEAR; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE PROGRAM.

- 14.6. Resolution No. R2026-102 Approving & Authorizing Budget Transfer for NMB Water Department (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$2,300,000 FROM CAPITALS IN PROGRESS ACCOUNT TO SEWAGE DISPOSAL FEES ACCOUNT WITHIN THE PUBLIC UTILITIES DEPARTMENT TO SUPPORT MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT RATE INCREASE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 14.7. Resolution No. R2026-103 Authorizing the Placement on the Ballot in November of the Following Ballot Question, Arising from the Recommendations of the Charter Review Committee (Sponsored by City Attorney's Office)

- 14.8. Resolution No. R2026-104 Modification of the Agreement Between the City and Miami-Dade County to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 14.9. Resolution No. R2026-105 Establishing the Proposed Maximum Millage rate for the Levying of Ad Valorem Taxes for FY2026/2027

(Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2026-2027 COMMENCING OCTOBER 1, 2026. THE CALCULATED "ROLLED-BACK" RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

15. BUSINESS TAX RECEIPTS - None

16. APPOINTMENTS

16.1 Appointing Carlton Buller to the Library Board (Andrise Bernard, MMC, City Clerk)

17. MISCELLANEOUS ITEMS - None

18. DISCUSSION ITEMS

18.1 NMB Police Union & Management (Mayor Michael Joseph)

18.2 Update Regarding Figgers Contract (Commissioner Fortuna Smukler)

18.3 City Attorney Accountability (Commissioner Lynn Su)

18.4 Proclamation Procedure (Commissioner Lynn Su)

18.5 Process for Giving Tickets to Events Funded by/Paid for the City of North Miami Beach to Others than City Staff and City Residents (Commissioner Fortuna Smukler)

19. CITY COMMISSION REPORTS

20. MAYOR'S DISCUSSION

21. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, August 18, 2026

22. ADJOURNMENT



**Consent Agenda
12.1.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	July 21, 2026

RE: Commission Conference Minutes of June 16, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

📎 Commission Conference Minutes of June 16, 2026



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, June 16, 2026

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
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 5:41pm.

Commissioner Jay Chernoff, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su were present. Mayor Michael Joseph arrived after roll call. Vice Mayor McKenzie Fleurimond and Commissioner Daniela Jean were absent.

The Commission presented a certificate of recognition to Lucas Savory.

The Commission presented a proclamation to Virtutem Populo, Inc.

The Commission presented a proclamation to the North Miami Beach Honor Guard.

The Commission presented a proclamation to Barra Callao.

ADJOURNMENT

The Commission Conference was adjourned at 6:11pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
12.2.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	July 21, 2026

RE: Regular Commission Meeting Minutes of June 16, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Commission Meeting Minutes of June 16, 2026



CITY OF NORTH MIAMI BEACH
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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 6:22pm.

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

INVOCATION by Pastor Peytyn Tobin of Fulford Methodist Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

Per the request of Mayor Joseph, a discussion item regarding the police union and management will be added.

Per the request of Commission Jean, a discussion item regarding a centennial classical music concert will be added for possible action.

Per the request of Commissioner Su, a discussion item regarding a special meeting for charter review amendments will be withdrawn.

Per the request of Commissioner Smukler, a discussion item regarding the process of giving tickets to events funded by/paid for by the city to others than city staff and residents will be added.

Per the request of Mayor Joseph, Resolution R2026-77 and Resolution R2026-79 will be pulled from the Consent Agenda.

Per the request of Commissioner Smith, a discussion item regarding liaisons for boards and committees will be added.

Per the request of the City Manager, Resolution R2026-80 and Resolution R2026-85 will be withdrawn.

Motion to approve the agenda as amended by Commissioner Chernoff, seconded by Commissioner Smukler.

Voice Vote: **MOTION PASSED 5-0** with Vice Mayor Fleurimond and Commissioner Jean absent.

PRESENTATIONS/DISCUSSIONS

Chief Communications Officer Greg Williams presented the city policy regarding major events, community-scale events, and governmental/municipal use events and discussed the approval process.

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. Melissa Winchester
2. Karen Harrold
3. Whitney Padote
4. Robert Kaplan
5. Bruce Lamberto
6. Mara Hauck
7. Mubarak Kazan

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

ANNOUNCEMENTS

Chief Communications Officer Greg Williams presented a video that featured an upcoming Farm Share food drive, Juneteenth breakfast event, business luncheon, safety first family town halls, senior luncheon, neighborhood block party, workshop regarding savings and retirement opportunities, UMC mobile health clinic, and Haiti vs. Brazil soccer watch party.

CITY COMMISSION REPORTS

Commissioner Chernoff discussed the Haiti vs. Brazil soccer watch party and the Uleta community block party.

Commissioner Jean congratulated Commissioner Smukler for being president of the Miami-Dade League of Cities and discussed the Uleta community block party.

Commissioner Smith recognized Commissioner Smukler for being president of the Miami-Dade League of Cities, discussed the Uleta community block party and the importance of learning how to swim, and encouraged residents to participate regarding legislation.

Commissioner Smukler congratulated Vice Mayor Fleurimond on becoming a father, recognized Juneteenth, Father's Day, the first day of summer, and the 4th of July, and discussed the National Night Out and back to school supplies giveaway event on August 4, 2026 and the property tax bill.

Commissioner Su discussed serving on the National League of Cities Energy, Environment and Natural Resources Committee, attending a Florida League of Cities event and reception hosted by the Consul General of Japan, Condo Connect initiative, Free \$1,000 For Your Future workshop, community block parties, the importance of being prepared for hurricane season, and recognized Father's Day.

Vice Mayor Fleurimond expressed his gratitude on becoming a father, discussed the Haiti vs. Brazil soccer watch party, and congratulated Commissioner Smukler for being president of the Miami-Dade League of Cities.

Mayor Joseph congratulated Commissioner Smukler for being president of the Miami-Dade League of Cities and recognized Juneteenth.

CITY MANAGER'S REPORT

City Manager Darvin Williams introduced Assistant City Manager Andrew Plotkin, Legislative Service Officer Bernice Morris, Director of Parks and Recreation Ian Fors, Director of Housing and Economic Development Oslene Pierre, Chief Communications Officer Greg Williams, and Interim Director of Public Works and Director of Public Utilities Hamid Nikvan.

City Manager Darvin Williams stated that the internal audit of the ARPA funds has been completed and discussed utilizing restricted funds for the Building Department, the One City One Team policy, services provided by the Communications and Event Production, issues and challenges regarding the Community Development Department and Finance Department, HB 1451, the Washington Park project, and a fiscal conservation plan.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller discussed a lawsuit regarding the Washington Park project, proposed joining a lawsuit concerning the property tax issue, a case involving Maule Lake, a lawsuit against the city by a former employee and received approval from the Commission to engage outside legal counsel, and received approval to engage outside legal counsel regarding House Bill 1451.

CITY CLERK'S REPORT

City Clerk Andrise Bernard stated that the renovation at the Washington Park community center will change the polling location for the upcoming elections to the Hazel Crawford resource center and announced the deadline to register to vote in the primary election is July 20, 2026 and the deadline to register to vote by mail for the primary election is August 6, 2026.

CONSENT AGENDA

Commission Conference Minutes of May 19, 2026

Regular Commission Meeting Minutes of May 19, 2026

Resolution R2026-78 Authorizing and Approving the Award of ITB-2025-059 City Infrastructure Projects (Sponsored by 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 OF BID NO. ITB-2025-059 - CITY INFRASTRUCTURE PROJECTS ROADWAY, DRAINAGE AND RELATED CIVIL WORKS TO WRANGLER CONSTRUCTION, INC. AS PRIMARY CONTRACTOR AND METRO EXPRESS, INC. AS SECONDARY VENDOR ON AN AS-NEEDED BASIS, SUBJECT TO BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT AND TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-81 Approving Title IV Program Plan for the City of North Miami Beach (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM A TITLE IV PROGRAM PLAN FOR THE CITY OF NORTH MIAMI BEACH AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION PASSED 7-0.

QUASI-JUDICIAL

Resolution R2026-73 Approving a Site Plan Modification for the Construction of a 572,656 Square Foot 23 Story Mixed Use Development Located at 2040 N.E. 163rd Street (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MAJOR MODIFICATION OF THE DEVELOPMENT SITE PLAN APPROVAL GRANTED ON JANUARY 18, 2022 BY RESOLUTION R2022-14 FOR THE CONSTRUCTION OF A BUILDING WITH A TOTAL FLOOR AREA OF 572,456 SQUARE FEET, BUILDING HEIGHT OF 23 STORIES/255 FEET WITH A MIX OF USES A INCLUDING 30 UNIT HOTEL, 7,328 SQUARE FEET OF RETAIL, 344 RESIDENTIAL DWELLING UNITS, AND 410 PARKING SPACES ALONG WITH THREE VARIANCES; AS AMENDED BY ADMINISTRATIVE MINOR SITE PLAN APPROVAL GRANTED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT ON APRIL 22, 2025 FOR INCREASE IN TOTAL BUILDING FLOOR AREA TO 650,384 SQUARE FEET, INCREASE IN BUILDING HEIGHT TO 25 STORIES/272 FEET 8 INCHES, INCREASE IN OPEN SPACE FROM 30,177 SQUARE FEET TO 41,326 SQUARE FEET, PROVIDE 10 ADDITIONAL RESIDENTIAL DWELLING UNITS, AND REDUCE RETAIL SPACE TO 4,526 SQUARE FEET; ALLOW FOR THE ELIMINATION OF THE APPROVED HOTEL USE AND THE ELIMINATION OF THE VARIANCE FROM MINIMUM LOT SIZE REQUIREMENTS FOR HOTEL USE AND INCREASE THE NUMBER OF RESIDENTIAL DWELLING UNITS BY 30 TO A TOTAL OF 374 WITH NO OTHER MODIFICATIONS TO THE PRIOR PROJECT APPROVALS FOR THE PROPERTY LOCATED AT 2040 N.E. 163rd STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Smukler, Commissioner Smith, Vice Mayor Fleurimond, and Mayor Joseph disclosed the names of the individuals (if any) that they communicated with and confirmed their ability to make a decision based on the information/evidence presented at this meeting.

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

Carlos Lievano appeared before the Mayor and Commission on behalf of the applicant.

Motion to approve the inclusion of the city staff recommendation that was submitted to the Planning and Zoning Board made by Commissioner Chernoff, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0.**

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

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

1. Mubarak Kazan

2. David Zapen

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

Carlos Lievano provided an explanation regarding the site plan modification request for the proposed development project.

The Mayor and Commission discussed the proposed resolution.

City Attorney Joseph Geller suggested including a variance in the resolution regarding the items that were previously administratively approved.

Motion to table Resolution R2026-73 made by Commissioner Smith, seconded by Commissioner Su. The motion and second were withdrawn.

Motion to postpone Resolution R2026-73 to a date certain of June 22, 2026 made by Commissioner Smith, seconded by Commissioner Su.

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

Resolution R2026-82 Vacation of Right of Way Request N.E. 175th Street (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION OF A PORTION OF DE-SOTO WAY N.E., ALSO KNOWN AS N.E. 175th STREET, AN UNIMPROVED FORTY (40) FOOT WIDE PUBLIC RIGHT OF WAY, 0.196 +/- ACRES, LYING IN SECTION 9, TOWNSHIP 52 SOUTH RANGE 42 EAST, BEING PART OF FULFORD BY THE SEA AMENDED SECTION "C", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 8 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR FINDINGS OF FACT; CONFLICTS; SCRIVENER ERRORS; RECORDING, NOTIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Smith, Commissioner Smukler, Vice Mayor Fleurimond, and Mayor Joseph disclosed the names of the individuals (if any) that they communicated with and confirmed their ability to make a decision based on the information/evidence presented at this meeting.

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

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

City Manager Darvin Williams provided an explanation regarding the request for a vacation of the right of way.

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

1. Ruth Ogen

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

The Mayor and Commission discussed the proposed resolution.

Motion to **approve** Resolution R2026-82 made by Commissioner Chernoff, seconded by Commissioner Su.

Roll Call Vote

Chernoff - **Yes**

Jean - **Yes**

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

LEGISLATION

Resolution R2026-77 Authorizing a Contract Amendment to the Contract with Sprypoint Inc., in the Amount of \$486,000.00 (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING A CONTRACT AMENDMENT TO THE CONTRACT WITH SPRYPOINT, INC., INCREASING THE CONTRACT BY \$486,000.00 TO IMPLEMENT SPRYWALLET AS THE INTEGRATED ONLINE PAYMENT PROCESSING PLATFORM FOR NMB WATER CUSTOMER BILLING TRANSACTIONS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-77 was pulled from the Consent Agenda.

City Manager Darvin Williams and Director of Public Utilities Hamid Nikvan provided an explanation of the resolution.

Motion to approve Resolution R2026-77 made by Commissioner Chernoff, seconded by Commissioner Su.

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

Resolution R2026-79 Authorizing and Approving a Task Order for Annexation Consulting Services with Becker and Poliakoff (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A TASK ORDER FOR ANNEXATION CONSULTING SERVICES IN A TOTAL NOT TO EXCEED AMOUNT OF \$85,992.00 WITH BECKER & POLIAKOFF; UNDER THE “RFQ-24-024-SG LOBBYING SERVICES POOL; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-79 was pulled from the Consent Agenda.

City Manager Darvin Williams provided an explanation of the resolution.

Motion to amend Resolution R2026-79 to increase the amount by 10% and increase the scope of services to include other matters as determined by the City Manager made by Mayor Joseph, seconded by Commissioner Su.

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

Motion to approve Resolution R2026-79 as amended made by Commissioner Chernoff, seconded by Commissioner Su.

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

Ordinance No. 2026-05 (Second Reading) Sign Code Ordinance (Sponsored by 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.

Commissioner Su provided an explanation of the ordinance.

Motion to table Ordinance No. 2026-05 and bring a revised ordinance at the next Commission meeting for first reading made by Commissioner Su, seconded by Commissioner Smith.

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

Ordinance No. 2026-07 (Second Reading) Establishing Community Association Registry (Sponsored by Commissioner Lynn 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 MIAMI-DADE COUNTY COMMUNITY ASSOCIATION REGISTRY; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Su provided an explanation of the ordinance.

Motion to approve Ordinance No. 2026-07 made by Commissioner Chernoff, seconded by Commissioner Su.

Roll Call Vote

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Chernoff - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

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

Ordinance No. 2026-08 (Second Reading) Establishing Standards for Second Sets of Cooking Facility (Sponsored by Commissioner Lynn Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, ENTITLED “ZONING AND LAND DEVELOPMENT” AMENDING ARTICLE VIII ENTITLED “SUPPLEMENTAL REGULATIONS” TO ADD SECTION 24-90.2 ENTITLED SECOND SETS OF COOKING FACILITY TO ESTABLISH STANDARDS FOR ADDITIONAL KITCHEN WITHIN SINGLE-FAMILY DETACHED RESIDENCES; AMENDING ARTICLE XV ENTITLED “OTHER DEVELOPMENT REVIEW PROCEDURES” AMENDING SECTION 24-176.1 ENTITLED “ADMINISTRATIVE WAIVER PROCESS” AMENDING SUBSECTION (G) ENTITLED “CONDITIONS AND SAFEGUARDS” TO ADD LANGUAGE TO AUTHORIZE ADMINISTRATIVE APPROVAL OF AN ADDITIONAL KITCHEN AREA SUBJECT TO SPECIFIC CONDITIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Commissioner Su provided an explanation of the ordinance.

Motion to approve Ordinance No. 2026-08 made by Commissioner Su, seconded by Commissioner Smukler.

Roll Call Vote

Smith - **Yes**

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

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

Ordinance No. 2026-09 (Second Reading) Regulating the Ownership and Operation of Motorized Scooters (Sponsored by Commissioner Fortuna Smukler)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, REGULATING THE OWNERSHIP AND OPERATION OF MOTORIZED SCOOTERS; PROVIDING DEFINITIONS; REQUIRING REGISTRATION; IMPOSING AN APPLICATION FEE AND THE ISSUANCE AND DISPLAY OF A MOTORIZED SCOOTER REGISTRATION DECAL; PROVIDING FOR TRANSFER OF DECALS; ADDRESSING STOLEN, LOST, MUTIATED, DESTROYED, OR ILLEGIBLE MOTORIZED SCOOTER REGISTRATION DECALS; PROVIDING REQUIREMENTS AND RESTRICTIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT AND AN EFFECTIVE DATE OF ENFORCEMENT; ESTABLISHING AN AGE RESTRICTION FOR THE OPERATION OF MOTORIZED SCOOTERS; REQUIRING GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION FOR THE OPERATION OF MOTORIZED SCOOTERS; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Commissioner Smukler and Deputy Chief of Police Stuart Nichols provided an explanation of the ordinance.

Motion to approve Ordinance No. 2026-09 made by Commissioner Smith, seconded by Commissioner Su.

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

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

Ordinance No. 2026-10 (Second Reading) Establishing an Agenda Process (Sponsored by City Manager Darvin Williams)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING A STANDARDIZED LEGISLATIVE AGENDA SUBMISSION, REVIEW, AND PUBLICATION PROCESS; ESTABLISHING DEADLINES FOR THE SUBMISSION OF PROPOSED RESOLUTIONS, ORDINANCES, DISCUSSION ITEMS,

PRESENTATIONS, AND OTHER LEGISLATIVE MATTERS; REQUIRING ADMINISTRATIVE REVIEW, FISCAL IMPACT ANALYSIS, AND REVIEW FOR LEGAL SUFFICIENCY PRIOR TO AGENDA PUBLICATION; ESTABLISHING PROCEDURES FOR ADD-ON ITEMS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Commission discussed the proposed ordinance.

Motion to amend Ordinance No. 2026-10 to state that an add-on item can not be added to the Consent Agenda made by Commissioner Su, seconded by Commissioner Smith.

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

Motion to amend Ordinance No. 2026-10 to state that agenda items require backup documents and a fiscal impact statement unless waived by the City Commission made by Mayor Joseph, seconded by Commissioner Chernoff.

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

Motion to approve Ordinance No. 2026-10 as amended made by Commissioner Chernoff, seconded by Commissioner Su.

Roll Call Vote

Su - **Yes**

Chernoff - **Yes**

Jean - **Yes**

Smith - **Yes**

Smukler - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

Ordinance No. 2026-11 (First Reading) Adopting the North Miami Beach Water Supply Plan as a Part of the City's Comprehensive Plan (Sponsored by City Manager Darvin Williams)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY OF NORTH MIAMI BEACH WATER SUPPLY PLAN, APPROVING A TEXT AMENDMENT TO THE CITY COMPREHENSIVE PLAN'S INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONSERVATION ELEMENT, AND THE FUTURE LAND USE ELEMENT; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for public comment and there were no speakers.

City Manager Darvin Williams, Director of Public Utilities Hamid Nikvan, and Edward Ng provided an explanation of the ordinance.

Motion to approve Ordinance No. 2026-11 made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.

Roll Call Vote

Chernoff - **Yes**

Jean - **Yes**

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

Ordinance No. 2026-12 (First Reading) Amending the Infrastructure Element Policy as Part of Evaluation and Appraisal Report Based Amendments of the City's Comprehensive Plan (Sponsored by City Manager Darvin Williams)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE INFRASTRUCTURE ELEMENT POLICY AS PART OF EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for public comment and there were no speakers.

Director of Public Utilities Hamid Nikvan provided an explanation of the ordinance.

Motion to approve Ordinance No. 2026-12 made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.

Roll Call Vote

Jean - **Yes**

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Chernoff - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

DISCUSSION

Commission Jean discussed having a fully funded/sponsored centennial music classical concert.

Motion to approve the event made by Commissioner Jean, seconded by Vice Mayor Fleurimond.
Voice Vote: **MOTION PASSED 7-0.**

Jemmy Jasmin of Stars of Tomorrow, Inc. discussed the upcoming North Miami Beach alumni picnic and requested for the use of the amphitheater on July 18, 2026 and a generator truck .

Motion to approve the request made by Vice Mayor Fleurimond, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0.**

The Mayor and Commission discussed scheduling a Special Commission Meeting for the tennis center redevelopment project.

Motion to approve to extend the meeting to 12:05am made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 4-3** with Mayor Joseph, Vice Mayor Fleurimond, and Commissioner Jean opposed.

Motion to approve to extend the meeting to 12:15am made by Commissioner Su, seconded by Commissioner Smukler.
Voice Vote: **MOTION FAILED 3-4** with Mayor Joseph, Vice Mayor Fleurimond, Commissioner Jean, and Commissioner Smith opposed.

Motion to approve to extend the meeting to 12:15am made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0.**

LEGISLATION

Resolution R2026-86 Authorizing a Budget Transfer in the Amount of \$9,766,517.77 to Support Architectural and Construction Management Services for the Washington Park Rehabilitation Project (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A BUDGET TRANSFER TO THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 IN THE AMOUNT OF \$9,766,518.00 FROM GENERAL CAPITAL PROJECT FUND ACCOUNT 539630 'IMPROVEMENTS OTHER THAN BUILDINGS' TO ACCOUNT 539620 'BUILDINGS' WITHIN FUND 391860 TO SUPPORT ARCHITECTURAL AND CONSTRUCTION MANAGEMENT SERVICES FOR THE WASHINGTON PARK COMMUNITY CENTER REDEVELOPMENT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Resolution R2026-86 made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0.**

APPOINTMENTS

Appointing Anne Clacema as an Ex-Officio to the Commission on the Status of Women

Appointing Carlton Buller to the Library Board

Motion to approve the appointments made by Commissioner Smukler, seconded by Commissioner Su.

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

Resolution R2026-83 Authorizing and Approving the NMB Condo Connect Event (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE USE OF CITY FACILITIES AND LIMITED CITY RESOURCES FOR THE ‘NMB CONDO CONNECT’ COMMUNITY WORKSHOP HOSTED BY COMMISSIONER LYNN SU; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROVIDE ADMINISTRATIVE SUPPORT AND COORDINATION RELATED TO THE EVENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Smith requested to co-sponsor the resolution.

Motion to approve Resolution R2026-83 made by Commissioner Su, seconded by Commissioner Smith.

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

The resolution will be sponsored by the Mayor and Commission.

Resolution R2026-84 Approving and Authorizing the ‘Free \$1,000 For Your Future’ Community Workshop (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE USE OF CITY FACILITIES AND LIMITED CITY RESOURCES FOR THE ‘FREE \$1,000 FOR YOUR FUTURE’ COMMUNITY WORKSHOP HOSTED BY COMMISSIONER LYNN SU; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROVIDE ADMINISTRATIVE SUPPORT AND COORDINATION RELATED TO THE EVENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Su provided an explanation of the resolution.

Motion to approve Resolution R2026-84 made by Commissioner Su, seconded by Mayor Joseph.

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

An update regarding the Figgers contract, City Attorney accountability, proclamation procedure, process for giving tickets to events funded/paid by the city to others than city staff and residents, and

liaisons for boards and committees were on the agenda as discussion items but were not heard at the meeting.

ADJOURNMENT

The meeting was adjourned at 12:15am.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
12.3.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	July 21, 2026

RE: Special Commission Meeting Minutes of June 22, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- 📎 Special Commission Meeting Minutes



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Monday, June 22, 2026

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

City Manager Darvin Williams
City Attorney Greenspoon Marder
City Clerk Andrise Bernard, MMC

Special Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Special Commission Meeting was called to order at 6:02pm.

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

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

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

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

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

1. Whitney Padote
2. Ketley Joachim

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

QUASI-JUDICIAL

Resolution R2026-73 Approving a Site Plan Modification for the Construction of a 572,656 Square Foot 23 Story Mixed Use Development Located at 2040 N.E. 163rd Street (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MAJOR MODIFICATION OF THE DEVELOPMENT SITE PLAN APPROVAL GRANTED ON JANUARY 18, 2022 BY RESOLUTION R2022-14 FOR THE CONSTRUCTION OF A BUILDING WITH A TOTAL FLOOR AREA OF 572,456 SQUARE FEET, BUILDING HEIGHT OF 23 STORIES/255 FEET WITH A MIX OF USES A INCLUDING 30 UNIT HOTEL, 7,328 SQUARE FEET OF RETAIL, 344 RESIDENTIAL DWELLING UNITS, AND 410 PARKING SPACES ALONG WITH THREE VARIANCES; AS AMENDED BY ADMINISTRATIVE MINOR SITE PLAN APPROVAL GRANTED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT ON APRIL 22, 2025 FOR INCREASE IN TOTAL BUILDING FLOOR AREA TO 650,384 SQUARE FEET, INCREASE IN BUILDING HEIGHT TO 25 STORIES/272 FEET 8 INCHES, INCREASE IN OPEN SPACE FROM 30,177 SQUARE FEET TO 41,326 SQUARE FEET, PROVIDE 10 ADDITIONAL RESIDENTIAL DWELLING UNITS, AND REDUCE RETAIL SPACE TO 4,526 SQUARE FEET; ALLOW FOR THE ELIMINATION OF THE APPROVED HOTEL USE AND ELIMINATION OF THE VARIANCE FROM MINIMUM LOT SIZE REQUIREMENTS FOR HOTEL USE AND INCREASE THE NUMBER OF RESIDENTIAL DWELLING UNITS BY 30 TO A TOTAL OF 374 WITH NO OTHER MODIFICATIONS TO THE PRIOR PROJECT APPROVALS FOR THE PROPERTY LOCATED AT 2040 N.E. 163rd STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Chernoff, Commissioner Smith, Commissioner Smukler, Vice Mayor Fleurimond, and Mayor Joseph disclosed the names of the individuals (if any) that they communicated with and confirmed their ability to make a decision based on the information/evidence presented at this meeting.

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

Steve Wernick and Javier Font appeared before the Mayor and Commission on behalf of the applicant and discussed the site plan modification request and presented floor plans and renderings of the proposed development project.

Interim Director of Community Development Edward Ng provided a presentation for the modification of the site plan and explained the prior approval and previously granted variances, traffic impact, parking requirements, and height/stories.

The Mayor and Commission discussed the proposed resolution.

Motion to approve Resolution R2026-73 made by Commissioner Chernoff, seconded by Mayor Joseph.

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

Roll Call Vote

Chernoff - **Yes**

Jean - **Yes**

Smith - **Yes**

Smukler - **No**

Su - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 6-1 with Commissioner Smukler opposed.

City Attorney Joseph Geller announced that the city was invited to join a lawsuit free of charge regarding the property tax issue with a slight chance there could be a judgment for costs and the share would be very low.

Motion to approve made by Commissioner Chernoff, seconded by Mayor Joseph.

Voice Vote: **MOTION PASSED 5-1** with Commissioner Su opposed and Commissioner Jean off the dais.

Chief Communications Officer Greg Williams announced a demolition at the Washington Park project site will take place on June 24, 2026, Safety First Town Hall on June 25, 2026 at the Allen Park Community Center, senior luncheon at the McDonald Center on June 26, 2026, block party at Milton Littman Park on June 28, 2026, and discussed the Haiti vs. Brazil soccer watch party event.

ADJOURNMENT

The Special Commission Meeting was adjourned at 7:16pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
12.4.**

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:	July 21, 2026

RE: Special Commission Meeting Minutes of July 6, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- 📎 Special Commission Meeting Minutes



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Monday, July 6, 2026

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

City Manager Darvin Williams
City Attorney Greenspoon Marder
City Clerk Andrise Bernard, MMC

Special Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

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

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

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

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

City Manager Darvin Williams stated that each presenter will have ten minutes to discuss their conceptual design proposal for the Arthur Snyder Tennis Center redevelopment public-private partnership (P3) project.

Francine Delarosa appeared before the Commission and represented Liberty Base Investments.

Jennifer Becker, Alan Macken, Gadiel Marquez, and Jaime Mayo appeared before the Commission and represented Macken Companies.

Greg Breunich appeared before the Commission and represented North Miami Beach Academy.

Gustavo Bolado appeared before the Commission and represented U.S. Soccer Enterprise.

The Mayor and Commission discussed the process of submitting their rankings.

Motion to approve to submit rankings by July 10, 2026 at 5:00pm made by Commissioner Su, seconded by Mayor Joseph.

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

Chief Procurement Officer Shereece Depusoir and City Manager Darvin Williams stated that the cone of silence will remain in place until a recommendation is made based on the evaluations.

City Attorney Joseph Geller stated that the City Manager will provide a proposal to the Commission based on the rankings and negotiations but it will not be a final contract.

ADJOURNMENT

The Special Commission Meeting was adjourned at 9:11pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
12.5.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-87 Ratifying and Approving a Budget Transfer within the Community Development Department (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Staff Report - Budget Transfer

RESOLUTION NO. 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$150,000 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNTS WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES PREVIOUSLY AUTHORIZED PURSUANT TO RESOLUTION NO. R2026-71; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2025-141 on November 17, 2025, establishing a comprehensive Policy governing internal budget transfers, continuing appropriations, reporting requirements and financial transparency and setting formal approval thresholds for the City; and

WHEREAS, the Community Development Department Professional Services account did not have sufficient appropriations to facilitate the Purchase Order associated with staff augmentation services previously approved by the City Commission pursuant to Resolution No. R2026-71; and

WHEREAS, in accordance with the City's Budget Control Policy, the City Manager administratively approved a budget transfer in the amount of \$150,000 from salary and related benefits vacancy savings to professional services accounts to ensure timely implementation of the Commission's previously approved action and continuity of operations; and

WHEREAS, the budget transfer did not increase the overall FY 2025-2026 adopted budget and utilizes existing budgeted funds; and

WHEREAS, pursuant to the City's Budget Control Policy, the City Manager has authorized and approved a budget transfer in the amount of \$150,000; and

WHEREAS, the Mayor and City Commission desire to ratify and approve the administrative budget transfer previously authorized by the City Manager to support staff augmentation services within the Community Development Department and facilitate the implementation of Resolution No. R2026-71.

RESOLUTION NO. R2026-XX

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Commission hereby ratifies and approves the budget transfer in the amount of \$150,000 from salaries and related vacancy savings to professional services operating expense accounts within the Community Development Department for staff augmentation services:

From Account Number	From Account Title	Amount	To Account Number	To Account Title
010280-515120	SALARIES-FULL-TIME	\$150,000	010280-515310	PROFESSIONAL SERVICES

Section 3. The City Manager or designee is authorized to take all actions necessary to implement this Resolution. The transferred funds are authorized to be used to cover the staff augmentation services.

Section 4. The City Manager and the Community Development Department are hereby authorized to take all necessary administrative actions to implement this budget transfer.

Section 5. The Resolution shall become effective immediately upon adoption

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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 July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX



Procurement Management Department

Commission Agenda Staff Report

Date: July 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 Ratifying and Approving a Budget Transfer within the Community Development Department

Background

The Community Development Department is currently experiencing staffing shortages in several key professional and technical positions necessary to maintain operations, ensure regulatory compliance, and advance critical development initiatives. On May 19, 2026, the City Commission approved Resolution No. R2026-71, authorizing a task order with Corradino Group, Inc. under an existing Continuing Contract for professional planning services procured through the Consultants' Competitive Negotiation Act (CCNA). The approved task order provides staff augmentation services, including professional planning and development review support, to assist the Department in managing development applications, maintaining customer service levels, ensuring continuity of operations, and advancing critical projects and initiatives.

Following the City Commission's approval of Resolution No. R2026-71 on May 19, 2026, authorizing a task order with Corradino Group, Inc. for staff augmentation services, Administration identified the need to realign existing appropriations within the Community Development Department to facilitate execution of the previously authorized services. In accordance with the City's Budget Control Policy, the City Manager administratively approved a budget transfer in the amount of \$150,000 from salary and related benefits accounts with available vacancy savings to the Professional Services account. This transfer ensured continuity of operations and avoided delays in implementing the Commission's previously approved direction. The purpose of this resolution is to ratify and formally acknowledge that administrative action.

Recommendation

Administration recommends approval of the resolution ratifying the budget transfer to ensure continuity of operations, maintain service levels, and support the Community Development Department's ability to effectively carry out its responsibilities to residents, businesses, and development stakeholders.

Fiscal Impact

There is no additional fiscal impact to the City and no increase to the adopted FY 2025–2026 budget. The transfer utilizes existing appropriated funds generated through personnel vacancy savings.



**Consent Agenda
12.6.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-88 Approving the Lease Buyout of Twenty-Seven Vehicles from Enterprise
RE: Fleet Management, Inc. in an Amount Not to Exceed \$56,610.00 (Sponsored by City Manager Darvin Williams)

Description
BACKGROUND
ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY
IMPACT:

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report - Enterprise Fleet Management Inc

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BUYOUT OF TWENTY-SEVEN (27) LEASED VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. UPON COMPLETION OF THEIR LEASE TERMS; IN AN AMOUNT NOT TO EXCEED \$56,610.00; 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, the NMB Water Department utilizes leased vehicles through the Enterprise Fleet Management program to support the delivery of essential water and wastewater services, and the vehicles identified for purchase continue to perform reliably while meeting the operational needs of the Department; and

WHEREAS, the lease terms for the twenty-seven (27) vehicles have expired, and the vehicles are currently being retained on a month-to-month basis pending the City's determination regarding their disposition, and the leased vehicles remain in good operating condition and continue to provide reliable service to the City; and

WHEREAS, the NMB Water Department has determined that purchasing the vehicles represents a fiscally responsible opportunity to acquire dependable fleet assets that are already integrated into daily operations, thereby avoiding the cost and disruption associated with replacing vehicles that continue to meet operational needs; and

WHEREAS, ownership of the vehicles will provide the City with long-term operational flexibility and asset value, including the ability to continue utilizing the vehicles, strategically replace them over time, or realize future resale value as part of the City's fleet management program; 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 the lease buyout of twenty-seven (27) vehicles upon completion of their lease term from Enterprise in a budgeted amount not to exceed \$56,610.00; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve and authorize the City Manager or designee to complete the lease buyout of twenty-seven

RESOLUTION NO. 2026-XX

(27) vehicles upon completion of their lease term from Enterprise in a budgeted amount not to exceed \$56,610.00.

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

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

Section 2. The Mayor and City Commission approve and authorize the buyout of the expired leases of twenty-seven (27) vehicles leased through the Enterprise leasing program, for a budgeted amount not to exceed \$56,610.00 for the purchase, subject to budget appropriation and availability of funds, is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX

Replacement Schedule

Year	Make	Model	VIN	Sub-Customer Name	MIS	Current Balance	Current Equity Position	Miles	Veh. #
2020	Nissan	NV200	3N6CM0KN3LK708537	City of NMB Cust Svc	65	\$495.40	\$11,017.60	46927	5537
2020	Nissan	NV200	3N6CM0KN8LK708372	City of NMB Cust Svc	66	\$495.40	\$11,017.60	35853	5372
2020	Nissan	NV200	3N6CM0KN4LK708613	City of NMB Cust Svc	65	\$495.40	\$10,692.60	38380	5613
2020	Nissan	NV200	3N6CM0KN0LK708687	City of NMB Cust Svc	65	\$495.40	\$11,017.60	39271	5687
2020	Nissan	NV200	3N6CM0KN9LK707859	City of NMB Cust Svc	65	\$495.40	\$11,517.60	43435	5859
2020	Nissan	NV200	3N6CM0KN8LK708095	City of NMB Cust Svc	65	\$495.40	\$11,017.60	50215	5095
2020	Nissan	NV200	3N6CM0KN8LK707822	City of NMB Cust Svc	66	\$495.40	\$11,017.60	57996	5822
2020	Nissan	NV200	3N6CM0KN1LK707810	City of NMB Cust Svc	66	\$495.40	\$11,017.60	45120	5810
2021	Nissan	NV200	3N6CM0KN4MK695539	NMB City Fleet	60	\$2,272.25	\$13,640.75	21512	9539
2021	Nissan	NV200	3N6CM0KN3MK695483	NMB City Fleet	60	\$2,272.25	\$12,940.75	30710	9483
2021	Chevrolet	Colorado	1GCGSBEA0M1233043	NMB City Fleet	60	\$2,916.34	\$13,946.66	50780	9043
2021	Chevrolet	Colorado	1GCGSBEA3M1233084	NMB City Fleet	60	\$2,831.36	\$17,756.64	12891	9084
2021	Chevrolet	Colorado	1GCGSBEA8M1232660	NMB City Fleet	60	\$2,772.87	\$14,490.13	63876	9660
2021	Chevrolet	Colorado	1GCGSBEA2M1232833	NMB City Fleet	60	\$2,772.87	\$12,090.13	68296	9833
2021	Chevrolet	Colorado	1GCGSBEA9M1233235	NMB City Fleet	60	\$2,831.36	\$16,131.64	45315	9235
2021	Chevrolet	Colorado	1GCGSBEA4M1232431	NMB City Fleet	60	\$2,772.87	\$10,040.13	86870	9431
2021	Chevrolet	Colorado	1GCGSBEA1M1233441	NMB City Fleet	60	\$2,922.34	\$15,390.66	46529	9441
2021	Chevrolet	Colorado	1GCGSBEA7M1232388	NMB City Fleet	60	\$2,772.87	\$12,890.13	Total	9388
2021	Chevrolet	Colorado	1GCGSBEA6M1233192	NMB City Fleet	60	\$2,831.36	\$17,606.64	25890	9192
2021	Chevrolet	Colorado	1GCGSBEA5M1232759	NMB City Fleet	60	\$2,772.87	\$18,065.13	13809	9759
2021	Chevrolet	Colorado	1GCGSBEA7M1232780	NMB City Fleet	60	\$2,772.87	\$17,665.13	21763	780L
2021	Chevrolet	Colorado	1GCGSBEA6M1233502	NMB City Fleet	60	\$2,922.34	\$16,040.66	29470	9502
2021	Chevrolet	Colorado	1GCGSBEAXM1233325	NMB City Fleet	60	\$2,916.34	\$13,546.66	45015	9325
2021	Chevrolet	Colorado	1GCGSBEAXM1233311	NMB City Fleet	60	\$2,831.36	\$15,481.64	49915	9311
2021	Chevrolet	Colorado	1GCGSBEA2M1232217	NMB City Fleet	60	\$2,772.87	\$17,515.13	29210	9217
2021	Chevrolet	Colorado	1GCGSBEAXM1233373	NMB City Fleet	60	\$2,916.34	\$16,046.66	27765	9373
2021	Chevrolet	Colorado	1GCGSBEA4M1233045	NMB City Fleet	60	\$2,772.87	\$17,815.13	14628	9045
						\$56,609.80	\$377,416.20		



Procurement Management Department

Commission Agenda Staff Report

Date: July 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 the Lease Buyout of Twenty-Seven Vehicles from Enterprise Fleet Management, Inc. in an Amount Not to Exceed \$56,610.00

Background

The NMB Water Department started a vehicles lease program in 2020-2021 upon transition of the Water Plant. Through Enterprise Fleet Management, Inc. under Sourcewell Contract No. 030122, "Fleet Management", these vehicles are used to support daily operations and service delivery across the Department and remain in good operating condition.

The lease terms (60-66 months) for the twenty-seven (27) vehicles have expired, and the vehicles are currently being retained on a month-to-month basis pending the City's determination regarding their disposition. Purchasing the vehicles represents a fiscally responsible opportunity to acquire dependable fleet assets that are already integrated into daily operations, thereby avoiding the cost and disruption associated with replacing vehicles that continue to meet operational needs.

The negotiated purchase price of \$56,610.00 is substantially below the estimated fair market value of the vehicles, which is estimated to exceed \$500,000 based on comparable Kelley Blue Book valuations, providing the City with an exceptional opportunity to acquire valuable fleet assets at a significant discount.

Ownership of the vehicles will provide the City with long-term operational flexibility and asset value, including the ability to continue utilizing the vehicles, strategically replace them over time, or realize future resale value as part of the City's fleet management program; and

Recommendation

It is recommended that the City Commission approve and authorize the City Manager or designee to approve the purchase of twenty-seven (27) vehicles currently leased through Enterprise Fleet Management, Inc. in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting the purchase for the allocated amount of \$56,610.00 as approved in the adopted FY26 budget appropriation. Potential resale value estimated at \$300,000-400,000.



**Consent Agenda
12.7.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-89 Approving And Authorizing a Purchase Order with Trinova, Inc. for the
RE: Sole Source Purchase of Turnkey Rehabilitation of the Sodium Hypochlorite Pump Room (Sponsored
by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. R2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH TRINOVA, INC. FOR THE SOLE SOURCE PURCHASE OF TURNKEY REHABILITATION OF THE SODIUM HYPOCHLORITE PUMP ROOM IN A BUDGETED AMOUNT NOT TO EXCEED \$196,882.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, A Notice to Sole Source (Ref: SS-2026-081), was published on the OpenGov E-Procurement portal outlining the City’s intention to proceed with the sole source procurement methodology for the purchase and installation of ProMinent Sodium Hypochlorite Skid Pumps from TriNova, Inc. During that period, the city did not receive and or could not substantiate the same products or services from alternate vendors; and

WHEREAS, the Norwood Water Treatment Plant utilizes sodium hypochlorite as the primary disinfectant in the potable water treatment process, which is essential to maintaining continuous disinfection of water supplied from the City’s wells and ensuring compliance with Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency drinking water regulations; and

WHEREAS, the existing sodium hypochlorite chemical feed skids, metering pumps, and associated components at the Plant have reached the end of their useful service life, resulting in reduced dosing accuracy, increased maintenance requirements, and an elevated risk of system failure and chemical leaks, thereby necessitating full system replacement to ensure reliable and safe operation; and

WHEREAS, Trinova, Inc. (“*Trinova*”) is the sole authorized representative of ProMinent Fluid Controls, Inc. for the Florida municipal market and the only authorized source capable of furnishing proprietary factory-assembled ProMinent skids and performing the required factory start-up necessary to maintain the manufacturer's equipment warranties; and

RESOLUTION NO. R2026-X

WHEREAS, Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a sole source purchase in an estimated budgeted amount not to exceed \$196,882.00 purchase and installation of ProMinent Sodium Hypochlorite Skid Pumps with Trinova, Inc.; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve a sole source purchase in a budgeted amount not to exceed \$196,882.00 for the purchase and installation of ProMinent Sodium Hypochlorite Skid Pumps with Trinova, 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 sole source purchase, in substantially the form attached as Exhibit "A", for the purchase and installation of ProMinent Sodium Hypochlorite Skid Pumps in a budgeted amount not to exceed \$196,882.00 with Trinova, Inc. subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission



City of North Miami Beach

SS-2026-081

SOLE SOURCE NOTICE: PROMINENT SODIUM HYPOCHLORITE SKIP PUMP PURCHASE & INSTALLATION FROM TRINOVA, INC.

RELEASE DATE: June 17, 2026

RESPONSE DEADLINE: June 25, 2026, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Introduction
2. Notice of Intent to Sole Source
3. Attachments

Attachments:

Sole Source Justification - Trinova, Inc.

NMB - Sodium Hypo Turn Key - Q1370168

ProMinent Sole Source Letter - 2026

1. Introduction

The City of North Miami Beach, FL (the "City"), intends to negotiate a Sole Source procurement for Sole Source Notice: ProMinent Sodium Hypochlorite Skip Pump Purchase & Installation from TriNova, Inc..

1.1. Summary

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

1.2. Timeline

Release Project Date:	June 17, 2026
Response Submission Deadline:	June 25, 2026, 3:00pm

1.3. Procurement Contact

Kemesia Clarke

Senior Purchasing Agent

17011 NE 19th Ave

North Miami Beach, FL 33162

Email: kemesia.clarke@citynmb.com

Phone: (305) 948-2946

2. Notice of Intent to Sole Source

2.1. SS-2026-081 - Sole Source Notice: ProMinent Sodium Hypochlorite Skip Pump Purchase & Installation from TriNova, Inc.

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

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

Request Department/Office: NMB Water Administration

Product and/or services to be purchased: ProMinent Sodium Hypochlorite Skip Pump Purchase & Installation from TriNova, Inc.

Anticipated Cost: \$196,882.00

Sole Source Justification: The Norwood Water Treatment Plant requires a full turnkey rehabilitation of its Sodium Hypochlorite pump room, including replacement of the end-of-life ProMinent chemical-feed skids, metering pumps, and dosing components that maintain continuous disinfection of the City's potable water. ProMinent Fluid Controls, Inc. has designated TriNova, Inc. as its sole authorized single-source representative for the Florida municipal market. TriNova is therefore the only source able to furnish factory-assembled ProMinent skids and to perform the authorized factory start-up that preserves the ProMinent and Endress+Hauser equipment warranties. No other vendor can supply or warrant this proprietary equipment.

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

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



PROCUREMENT MANAGEMENT DEPARTMENT

SOLE SOURCE REQUEST FORM

TO: City Manager

FROM: _____
Department Head (Name & Signature)

VIA: Chief Procurement Officer

DATE: _____ *H.R. Nijm*

RE: _____

Annual Expenditure not to Exceed: \$ _____ **Vendor #** _____

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

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

Approved

Date

Finance Director

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

City Manager (Up to \$50,000)

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



TO: City Manager

VIA: Chief Procurement Officer

FROM: _____
Director

Title/Department

Signature *H.R. Nijm*

Date

RE: _____

Fiscal Amount not to Exceed: \$_____

Vendor #_____

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):



QUOTATION

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Quote Number	
1370168	
Quote Date	Page
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Quote Expires On: 09/11/2026

Bill To:

City Of North Miami Beach
PS Norwood Plant
17050 NE 19TH AVE
North Miami Beach, FL 33162
US

Ship To:

City Of North Miami Beach
Nmb Norwood Water Plant
19150 Nw 8 Ave
Miami, FL 33169
US
Requested By: Alejandro Martinez
Contact Email: alejandro.martinez@citynmb.com

Customer ID: 12760

Terms		Shipping	Customer Service Rep	
Net 30			ZACHARY.KAISER	

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			

Order Note: SOW:

- TriNova to attend pre-construction kick-off meeting to determine complete scope of work for demolition and installation and coordinate with all involved trades.
- Temporary pumping solution during construction to be arranged by TriNova with plant support including using of existing pumps.
- TriNova to perform removal of old chemical feed assemblies/skids, and onsite disposal. Any required forklifts or cranes are to be excluded and provided by site.
- New skid installations will be in phases one by one.
- Skids will include new pump, cal column, PRV, BPV, PD's, CPVC pipe, fittings and valves for a complete dosing system for each service point.
- Temporary pumping solution during construction to be arranged by TriNova with plant support including using of existing pumps.
- TriNova to set new skid in place, again with site support for lifting the skid.
- TriNova to furnish additional pipe, fittings, valves to connect to suction and discharge piping as required to make seamless transition between new and old piping, including threaded & field glue joint connections to existing suction and discharge piping.
- TriNova to mechanically install magnetic flow meters for two injection points.
- Limited electrical terminations to new ProMinent power outlets and terminal boxes including existing wire, new flex and fittings between existing junction boxes will be provided by TriNova with oversight and responsibility by plant electrician.
- TriNova to perform commissioning of new skid.
- TriNova to perform loop check-out with existing SCADA panels and control room.
- TriNova to provide O&M training to plant personnel.
- Spare parts ARE or ARE NOT included with this proposal.

Exclusions:

- Electrical installation (signal plus power wiring and conduit) is hereby excluded from TriNova's scope of work.
- New discharge lines and chemical injection corps are hereby excluded from TriNova's scope of work
- Floor painting and concrete work excluded.
- Pipe painting and labeling are excluded
- Any Downtime due to piping reconfiguration to be scheduled and specified by plant operations

Warranty considerations:

Endress+Hauser flow meters carry a 5 year factory warranty provided with TriNova ASP start-up.



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Quote Expires On: 09/11/2026

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			

ProMinent pumps carry a 2 year factory warranty.

ProMinent skids carry a 1 year factory warranty

TriNova will provide 6 month conditional workmanship warranty for this rebuild. TriNova to return at no charge to fix leaks during this time if the following conditions are met:

1. Customer responsible to provide preventative action that can discourage leaks or excessive damage.
2. Customer responsible to regularly visually inspect pulsation dampeners for leaks, and any bouncing of the pressure indicator. Customer to add compressed air to each dampener as required.
3. Should any temperature cycles occur which lead to expansion/contraction, the tightening of unions to avoid leaks is responsibility of customer.
4. Customer responsible to regularly visually inspect system pressure to ensure proper backpressure on the pumps. Customer to adjust back pressure valves should system pressure decrease.
5. Should a skid piping be undersized for the volume of chemical the pump is currently rated for (i.e.: inlet outlet of pump is smaller than suction and discharge piping size, this should be regarded as temporary. TriNova not responsible for leaks occurring from undersized piping.
6. In the longterm the piping should be upsized to match the liquid end connection sizes.
7. Customer responsible to regularly visually inspect system for signs of leaks.
8. Leaks should be reported to TriNova ASAP to properly assess before becoming serious or causing irreversible damage.

Optional:

- TriNova to provide a 6 month PM on the skid to ensure the 12 month factory warranty is not voided due to lack of maintenance.
- TriNova to provide 12 month PM on the skid for 1 year factory-recommended PM interval

No spare parts are included in the above estimate. Spare parts to be ordered separately.

1	2.00	EA	DSSAMS13CK00CCPV35F1SDRSRDTB	20,789.8000	41,579.60
	1.0		Promod Standard Skid		

Order Line Notes: Preassembled Simplex S3CB120145PVT Dosing Skid System

STAND, MS1-CD, 72 X 42 X 36, BLACK PP

1in CPVC/Viton Discharge Piping Assembly, Single Discharge Configuration

One Pump Terminal Box Assy

1X, S3CBH120145PVT S070UV81001EN07, Metring Pump

The Sigma/ 3 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (6 mm), in 0.5% increments, with a self-locking rotary dial.

Capacity:

* 48.1GPH;182LPH

* 145PSI; 10BAR

Selected Options:

* Liquid End Materials: PVDF

* Seal: PTFE seals

* Diaphragm Type: Safety Diaph w/visual indicat

* Liquid End Version: without valve springs

* Connection: PVDF clamping nut & insert



Please address your order to:
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 251-378-7837

QUOTATION

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Quote Date	Page
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Quote Expires On: 09/11/2026

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			

- * Labeling: Standard with ProMinent logo
- * Voltage Supply: 1ph, 115V - 230 V 50/60Hz
- * Cable and Plug: North American plug, 115 V
- * Relay: Option 3 + 4-20 mA Output
- * Control Variants: Option 0 + analog control
- * Overpressure Shut-off: without overpressure shut-off
- * Operating Unit (HMI): HMI w.Click Wheel (0,5m cable)
- * Access Code: Access code
- * Language: English
- * Approval: CE

1X, STAND, MS1-CD, 72 X 42 X 36, BLACK PP

1X, 1in CPVC/Viton Suction Piping Assembly

1X, 1in CPVC/Viton Discharge Piping Assembly

1X, 1in CPVC/Viton Pump Piping Assembly

1X, 1393ML CPVC/Viton Pulsation Dampener

1X, 160PSI CPVC/Teflon Pressure Gauge and Isolator 1in

1X, 1in CPVC/Teflon Back Pressure Valve

1X, YS_CPV_C, 1in CPVC/Viton Wye Strainer

1X, 2000ML PVC Calibration Column

1X, 1in CPVC/Teflon Pressure Relief Valve

1 Lot, CPVC/Viton Ball Valves (Vented)

1X, One Pump Terminal Box Assy

2	2.00	EA	DSSAMS23CK00CCPV35F1PBRSRDTB	34,478.6769	68,957.35
		1.0	Promod Standard Skid		

Order Line Notes: Preassembled Duplex S3CB120145PVT Dosing Skid System

STAND, MS2-CD, 72 X 66 X 36, BLACK PP

1in CPVC/Viton Discharge Piping Assembly, Primary/Backup Configuration

Two Pump Terminal Box Assy

2X, S3CBH120145PVTS070UV81001EN07, Metring Pump



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QUOTATION

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Quote Expires On: 09/11/2026

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			

Motor-driven metering pump Sigma/3 Contr
 The Sigma/ 3 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (6 mm), in 0.5% increments, with a self-locking rotary dial.

Capacity:

- * 48.1GPH; 182L/H
- * 145PSI; 10BAR

Selected Options:

- * Liquid End Materials: PVDF
- * Seal: PTFE seals
- * Diaphragm Type: Safety Diaph w/visual indicat
- * Liquid End Version: without valve springs
- * Connection: PVDF clamping nut & insert
- * Labeling: Standard with ProMinent logo
- * Voltage Supply: 1ph, 115V - 230 V 50/60Hz
- * Cable and Plug: 5m USA / 115V
- * Relay: Option 3 + 4-20 mA Output
- * Control Variants: Option 0 + analog control
- * Overpressure Shut-off: without overpressure shut-off
- * Operating Unit (HMI): HMI w.Click Wheel (0,5m cable)
- * Access Code: Access code
- * Language: English
- * Approval: CE

1X, STAND, MS2-CD, 72 X 66 X 36, BLACK PP

1X, 1in CPVC/Viton Suction Piping Assembly

1X, 1in CPVC/Viton Discharge Piping Assembly

2X, 1in CPVC/Viton Pump Piping Assembly

2X, 1393ML CPVC/Viton Pulsation Dampener

1X, 160PSI CPVC/Teflon Pressure Gauge and Isolator 1in

1X, 1in CPVC/Teflon Back Pressure Valve

1X, YS_CPV_C, 1in CPVC/Viton Wye Strainer

1X, 2000ML PVC Calibration Column

2X, 1in CPVC/Teflon Pressure Relief Valve



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Quote Expires On: 09/11/2026

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			
1 Lot, CPVC/Viton Ball Valves (Vented)					
1X, Two Pump Terminal Box Assy					
14	1.00	EA	PROM DOC	2,000.0000	2,000.00
		1.0	PROMINENT SUBMITTALS AND O&MS		
4	2.00	EA	PFC ENG PARTS	4,986.6667	9,973.33
		1.0	Engineered components		
Order Line Notes: Simplex Elevated Base for skids to 24in high					
5	2.00	EA	PFC ENG PARTS	6,333.3333	12,666.67
		1.0	Engineered components		
Order Line Notes: Duplex Elevated Base to 24in High					
6	1.00	EA	MISC PARTS HARRINGTON.	1,829.1857	1,829.19
		1.0	Parts		
18	1.00	EA	XD21US-BB	3,000.0000	3,000.00
		1.0	Warranty Start-Up		
Order Line Notes: Installation and Commissioning of E+H flow meters to include extended 5 year warranty					
9	1.00	EA	SVC-TS-TRINOVA	6,420.0000	6,420.00
		1.0	FIELD SERVICE		
Order Line Notes: On-Site and In-Office Construction Management and PM Final Testing and Owner Handoff					
10	1.00	EA	SVC-TS-CHEM FEED	10,325.0000	10,325.00
		1.0	Service on Chemical Feed Pumps/Skids		
Order Line Notes: Turn Key Installation of East Recarb Mobilization and Demobilization Installation SCADA and Electrical Assistance					
11	1.00	EA	SVC-TS-CHEM FEED	10,325.0000	10,325.00
		1.0	Service on Chemical Feed Pumps/Skids		
Order Line Notes: Turn Key Installation of West Recarb Mobilization and Demobilization Installation SCADA and Electrical Assistance					
12	1.00	EA	SVC-TS-CHEMFEED	10,325.0000	10,325.00
		1.0	Chemical Feed Service		
Order Line Notes: Turn Key Installation of Lime Water Mobilization and Demobilization					



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Quote Expires On: 09/11/2026

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			
			Installation SCADA and Electrical Assistance		
13	1.00	EA	SVC-TS-CHEMFEED	10,325.0000	10,325.00
	1.0		Chemical Feed Service		
Order Line Notes: Turn Key Installation of Chlorine Contact Pumps Mobilization and Demobilization Installation SCADA and Electrical Assistance					
15	1.00	EA	SVC-TS-CHEMFEED	1,885.0000	1,885.00
	1.0		Chemical Feed Service		
Order Line Notes: O&M Onsite Training					
16	1.00	EA	SVC-TS-CHEMFEED	1,885.0000	1,885.00
	1.0		Chemical Feed Service		
Order Line Notes: 6m PM service On-Site					
17	1.00	EA	SVC-TS-CHEMFEED	1,885.0000	1,885.00
	1.0		Chemical Feed Service		
Order Line Notes: 12m PM Service On-Site					
Total Lines: 15				SUB-TOTAL:	193,381.14
				TAX:	0.00
				FREIGHT:	3,500.00
				AMOUNT DUE: \$	196,881.14

TRINOVA, INC.

STANDARD TERMS AND CONDITIONS OF SALE OF GOODS

All sales order related transactions with TriNova, Inc shall be governed by TriNova, Inc's Standard Sales Terms and Conditions (TriNova Terms) which are subject to modification. Please visit <https://trinovainc.com/terms-and-conditions/> for the most up to date TriNova Terms. Any contracts or agreements which are currently in place shall apply.

January 8th, 2026

ProMinent Fluid Controls, Inc has appointed TriNova, Inc – Florida, as our authorized single source representative for the municipal market. TriNova Inc represents ProMinent Fluid Controls as a direct sales and service agent to local, county and state governments and sales to contractors and/or system integrators on municipal projects for the state of Florida, excluding the panhandle. To properly support ProMinent customers, TriNova personnel receive exclusive yearly factory training to keep up with the latest technologies.

TriNova Inc – Florida corporate office is as follows:

TriNova Inc
2401 Drane Field Road
Lakeland, FL 33811

Tel: 863-682-4500
Fax: 863-687-0077
Email: flsales@trinovainc.com

Very truly yours,
PROMINENT FLUID CONTROLS, INC



Chad Kloft
Regional Sales Manager

CITY COMMISSION

STAFF REPORT

DEPARTMENT:
NMB Water

SUBJECT:

Motion to approve and authorize the City Manager or designee to execute a sole-source agreement with TriNova, Inc. for the full turnkey rehabilitation of the Sodium Hypochlorite Pump Room at the Norwood Water Treatment Plant, in an amount not to exceed \$196,881.14, in accordance with Section 3-4.8 of the City's Code of Ordinances and the ProMinent sole-source designation.

BACKGROUND:

The Norwood Water Treatment Plant uses sodium hypochlorite (liquid bleach) as the primary disinfectant in the potable water treatment process. The Sodium Hypochlorite Pump Room houses the chemical feed skids, metering pumps, and associated piping that dose hypochlorite at multiple injection points throughout the plant — including the East Recarbonation, West Recarbonation, Lime Water, and Chlorine Contact pump systems. This equipment is critical to maintaining continuous disinfection of raw water drawn from the City's wells and to meeting Florida Department of Environmental Protection (FDEP) and U.S. EPA drinking water regulations.

The existing chemical feed skids, pumps, and associated dosing components have reached end of useful service life. Worn diaphragms, degraded fittings, and outdated control terminations have led to increased maintenance, reduced dosing accuracy, and elevated risk of chemical leaks within the pump room. A full replacement of the skids — rather than incremental component repair — is the most cost-effective approach and avoids cascading failures during the treatment process.

TriNova, Inc. is the authorized factory representative for ProMinent metering pumps in this region (see attached Sole Source Letter). The replacement skids will be preassembled by ProMinent and delivered, installed, and commissioned by TriNova as a complete turnkey package. The work will be staged in phases, one skid at a time, with temporary pumping arrangements in place so that the plant maintains uninterrupted disinfection capacity throughout construction.

ANALYSIS:

TriNova, Inc. is uniquely qualified to perform this work because it is the only authorized ProMinent factory representative for this region and holds direct manufacturer access for warranty start-up of the Endress+Hauser magnetic flow meters being installed. Awarding to TriNova preserves the full factory warranty package, ensures compatibility with the existing SCADA architecture, and provides single-source accountability for the installation.

The package delivers the following improvements to plant operations:

- Restored dosing reliability — new ProMinent Sigma/3 metering pumps with PVDF liquid ends and PTFE seals, sized for 48.1 GPH at 145 PSI, with safety diaphragm and visual leak indicator.
- Improved chemical containment — all new CPVC / Viton suction, discharge, and pump piping; new calibration columns, pressure relief valves, back-pressure valves, pulsation dampeners, and wye strainers per skid.
- Better flow measurement — two (2) Endress+Hauser magnetic flow meters mechanically installed at injection points, with a 5-year factory warranty included via TriNova's ASP start-up.
- Full SCADA continuity — loop check-out with existing SCADA panels and control room is included in scope, so the plant's monitoring and control posture is preserved on day one of commissioning.
- Knowledge transfer to City staff — TriNova provides on-site O&M training for plant personnel at handoff, plus a 6-month and 12-month preventive maintenance visit (both included) to keep the factory warranty in force.

SCOPE OF WORK — INCLUDED (TURNKEY):

- Pre-construction kick-off meeting to coordinate with all trades and finalize sequencing.
- Temporary pumping arrangements during construction, coordinated with plant operations to maintain disinfection.
- Removal and on-site disposal of the existing chemical feed assemblies and skids.
- Phased installation of four (4) new ProMinent skids — East Recarb, West Recarb, Lime Water, and Chlorine Contact — set in place one at a time to limit plant impact.
- All new dosing components per skid: metering pump, calibration column, pressure relief valve, back-pressure valve, pulsation dampener, CPVC pipe, fittings, and valves.
- Field tie-ins to existing suction and discharge piping with threaded and glue-joint connections to ensure a seamless transition between new and existing piping.

- Mechanical installation of two (2) Endress+Hauser magnetic flow meters at the injection points.
 - Limited electrical terminations to the new ProMinent power outlets and terminal boxes — using existing wire, new flex, and fittings between existing junction boxes, performed under the oversight and responsibility of the plant electrician.
 - Commissioning of each new skid.
 - Loop check-out with existing SCADA panels and control room.
 - O&M training for plant personnel.
 - 6-month and 12-month on-site preventive maintenance visits (required to keep the factory warranty in force).
 - Submittals, O&M documentation, and a 6-month conditional workmanship warranty from TriNova.
-

SCOPE OF WORK — EXCLUDED (CITY STAFF RESPONSIBLE):

- Electrical installation — signal and power wiring, conduit, and the broader electrical scope are performed by the City's plant electrician (TriNova provides the limited terminations described above).
 - Floor painting and concrete work.
 - Pipe painting and pipe labeling.
 - Room painting.
 - Forklifts, cranes, and any lifting equipment — provided by the plant during skid set.
 - Scheduling of any plant downtime required for piping reconfiguration — coordinated and approved by Plant Operations.
-

WARRANTY SUMMARY:

- Endress+Hauser flow meters: 5-year factory warranty (extended via TriNova ASP start-up).
 - ProMinent metering pumps: 2-year factory warranty.
 - ProMinent skids: 1-year factory warranty (conditional on the 6-month and 12-month PM visits included in this package).
 - TriNova workmanship: 6-month conditional workmanship warranty covering leak repair at no charge, subject to City performance of routine visual inspections and back-pressure adjustments described in the quotation.
-

STRATEGIC PLAN:

This project supports the City's Strategic Plan goals related to Infrastructure Resilience, Safe and Reliable Potable Water Service, and Sustainable Utility Operations. Restoring the Sodium Hypochlorite dosing system to manufacturer-specification condition directly protects the plant's ability to meet disinfection compliance for the more than 175,000 residents served by NMB Water.

FISCAL IMPACT:

Total Not to Exceed: \$196,881.14 (subtotal \$193,381.14 + freight \$3,500.00). Quote Reference: TriNova Quote #1370168, dated 06/11/2026 (expires 09/11/2026).

Cost breakdown:

Component	Amount	Qty
ProMinent Simplex Promod Standard Skid (DSSAMS13CK00CCPV35F1SDRSRDTB)	\$41,579.60	2
ProMinent Duplex Promod Standard Skid (DSSAMS23CK00CCPV35F1PBR SRDTB)	\$68,957.35	2
Simplex Elevated Bases (24 in.)	\$9,973.33	2
Duplex Elevated Bases (24 in.)	\$12,666.67	2
Endress+Hauser Magnetic Flow Meter Install & Commissioning (5-yr warranty)	\$3,000.00	1
Turnkey Installation — East Recarb / West Recarb / Lime Water / Chlorine Contact (4 × \$10,325)	\$41,300.00	4
On-Site & In-Office Construction Management, Final Testing, Owner Handoff	\$6,420.00	1
O&M Onsite Training for Plant Personnel	\$1,885.00	1
6-Month PM Service (On-Site)	\$1,885.00	1
12-Month PM Service (On-Site)	\$1,885.00	1
ProMinent Submittals & O&M Documentation	\$2,000.00	1
Miscellaneous parts	\$1,829.19	1
Freight	\$3,500.00	—
TOTAL NOT TO EXCEED	\$196,881.14	

Budget Line Items: 410904-533640 (Machinery and Equipment) - \$193,381.14; and 410904-533420 (Postage & Mailing) - \$3,500.00 freight.

ALTERNATIVES:

- Approve the sole-source agreement with TriNova (recommended) — Preserves factory warranties on ProMinent and Endress+Hauser equipment, ensures single-source accountability for installation and commissioning, includes O&M training and the first two scheduled PM visits, and restores the Sodium Hypochlorite Pump Room to manufacturer specification with minimal disruption to plant operations.
 - Attempt competitive procurement — Not feasible. TriNova is the only authorized ProMinent factory representative in the region and the only vendor that can preserve the equipment warranties via factory start-up. A non-authorized installer would void the ProMinent and Endress+Hauser warranties and introduce coordination risk between multiple parties.
 - Defer the rehabilitation — Increases the risk of dosing failure, chemical leaks within the pump room, and a regulatory non-compliance event affecting disinfection of the City's potable water. Component-by-component repair has reached the point of diminishing returns and is no longer cost-effective relative to skid replacement.
-

RECOMMENDATION:

Staff recommends that the City Commission approve and authorize the City Manager or designee to execute a sole-source agreement with TriNova, Inc. for the full turnkey rehabilitation of the Sodium Hypochlorite Pump Room at the Norwood Water Treatment Plant, in an amount not to exceed \$196,881.14, funded from the Water Utility Capital Fund (410904-533640 Machinery and Equipment, \$193,381.14; and 410904-533420 Postage & Mailing, \$3,500.00 freight).

ATTACHMENTS:

- ProMinent Sole Source Letter — 2026
- TriNova Sole Source Justification Form
- TriNova Quote #1370168 (06/11/2026) — NMB Sodium Hypochlorite Turn Key

Account Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
410904-533640	\$1,821,360.00	\$1,210,000.00	\$193,381.14	\$1,016,618.86
410904-533420	\$72,938.72	\$9,316.82	\$3,500.00	\$5,816.82



**Consent Agenda
12.8.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-90 Change Order to contract with TechGroupOne, Inc. for the Installation of
RE: Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

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 TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY \$92,799.00, FOR TRANSIT SHELTER, AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of North Miami Beach ("City") issued and awarded Invitation to Bid No.ITB-21-072-MC ("ITB") for "*Transit, Shelter, Amenities & Outdoor Equipment Installation*" to TechGroupOne, Inc. ("TechGroupOne") via Resolution R2022-124, in an amount not to exceed \$131,660.00; and

WHEREAS, under the City Manager's authority, an additional \$18,282.00 was approved to address project delays and associated additional work required to complete the project, thereby increasing the contract amount to \$149,942.00; and

WHEREAS, as part of the City's ongoing efforts to improve public transportation infrastructure and enhance the rider experience, the North Miami Beach Public Works Department has revised certain bus shelter locations, updated the bus shelter design to better meet the City's operational needs, and identified the need for the installation of an additional three (3) bus shelters, resulting in an additional cost of \$92,799.00; 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 TechGroupOne to increase the previously approved expenditure by \$92,800.00, thereby increasing the contract total expenditure to an amount not to exceed \$242,741.00; 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 TechGroupOne to increase the previously approved

RESOLUTION NO. R2026-XX

expenditure by \$92,800.00, thereby increasing the total expenditure to an amount not to exceed \$242,741.00 for Transit Shelter, Amenities and Outdoor equipment Installation 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 TechGroupOne, Inc. to increase expenditure by \$92,800.00 thereby increasing expenditure to an amount not to exceed \$242,741.00 for Transit Shelter, Amenities and Outdoor equipment Installation 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

EXHIBIT A



(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐

Contract Change Order ☐

Title: CONSTRUCTION SERVICES, INSTALLATION OF BUS SHELTER	Contract No.: ITB 21-072-MC Purchase Order No.: 220675
Vendor: 527148/TechGroupOne	Change Order No.: 3
Contract Award Date: 1/14/2022	Completion Date: Thru project completion
Revised Completion Date (prior to this change): Through project completion	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	<i>Original Amount</i>	\$ 131,660.00
B	Value of Change Orders Previously Approved	\$ 18,281.76
C	Adjusted Value Prior to this Change Order (A+B)	\$ 149,941.76
D	Cost of Changes in this Change Order	\$ 92,798.08
E	Adjusted Amount Including this Change (C+D)	\$ 242,739.84
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 61.88
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 84.36

Account Number(s):

103865-549630

Description of Change:

This change order request supports the completion of a two wave project involving the installation of bus shelters throughout the city. The installation of these shelters aligns with the City's ongoing efforts to enhance the transit experience and improve the overall quality of life for residents and transit users. To date, three new bus shelters have been installed, along with five shelter retrofits. Approval of this request will allow for the installation of the remaining three shelters planned for this fiscal year, utilizing CITT funding. These funds were previously approved and allocated for this purpose within the current fiscal year.

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:

Sheenaqua Jeanlouis

(Project Manager / Preparer)

By:


(Division Approval)

(Date)

Hamid Nikvan

(Department Director Name)

By:


(Department Director Signature)

06/24/26

(Date)

APPROVED:

By:

(Finance Department)

(Date)

By:

(Procurement Department)

(Date)

By:

(City Manager or Designee)

(Date)

Page 2 of 2



INSTALLATION OF TRANSIT SHELTERS, AMENITIES & OUTDOOR
City of North Miami Beach, FL
Phone: (305) 948-2901
Email: jessica.mcgruder@citynmb.com
ESTIMATE FOR SHELTER (1) 15 Ft & (2) 10 Ft

TECHGROUPONE INC
8504 NW 66th Street
Miami FL 33166
Phone: (305) 517-3040
License & Insured CGC-1523588
Email: contractor@techgroupone.com

Friday, November 21, 2025

Item	Description	Unit	Qty	Price	Total Price
4-0	1980 NE 171st St (Size 15 ft)				
4-1	MOT regular	Ls	1.00	2,045.76	2,045.76
4-2	Demolition and site preparation Includes New limerock base and Compaction Test	Sqf	306.00	20.41	6,245.46
4-3	Supply and install New 6" concrete Pad for New Shelter Bus, Includes Concrete Test	Sqf	101.00	71.55	7,226.55
4-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh ...	Sqf	205.00	18.92	3,878.60
4-5	Shelter assembly (15 Ft with add)	Each	1.00	6,368.71	6,368.71
4-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
4-7	Lexan Panels	Ls	1.00	6,373.33	6,373.33
	Subtotal				33,292.26
5-0	13621 Highland Dr. – High Park (Size 10 ft)				
5-1	MOT regular---	Ls	1.00	2,072.16	2,072.16
5-2	Demolition and site preparation Includes New limerock base and Compaction Test---	Sqft	270.00	21.18	5,718.60
5-3	Supply and install New 6" concrete Pad for New Bus Shelter, includes Concrete Test	Sqft	90.00	75.09	6,758.10
5-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh	Sqf	180.00	19.07	3,432.60
5-5	Shelter assembly (10ft with add)	Ls	1.00	6,368.71	6,368.71
5-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
5-7	Lexan Panels	Ls	1.00	4,248.89	4,248.89
	Subtotal				29,752.91
6-0	16666 NE 19th Ave (Size 10 ft)				
6-1	MOT regular	Ls	1.00	2,072.16	2,072.16
6-2	Demolition and site preparation Includes New limerock base and Compaction Test	Sqf	270.00	21.18	5,718.60
6-3	Supply and install New 6" concrete Pad for New Bus Shelter, includes Concrete Test	Sqf	90.00	75.09	6,758.10
6-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh	Sqf	180.00	19.07	3,432.60
6-5	Shelter assembly (10ft with add)	Each	1.00	6,368.71	6,368.71
6-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
6-7	Lexan Panels	Ls	1.00	4,248.89	4,248.89
	Subtotal				29,752.91
TOTAL SIX SHELTERS WITH LEXAN PANELS					92,798.08

Exclusions:

Sod restauration and trees removal and relocation not included
City Permit Fees not included
All scope of work not listed in this Estimate is not included
Unforeseen Conditions
Shelter will be provided by the City, all parts & hardware included

Note:

APPLICATION AND CERTIFICATE FOR PAYMENT			INSTALLATION OF TRANSIT SHELTERS				APPLICATION NUMBER:		
Contractor's signed Certification is attached.							APPLICATION DATE:		
In tabulations below, amounts are stated to the nearest dollar.							PERIOD TO:		
Use Column I on Contracts where variable retainage for line items							ITB # 21-072-MC P.O #: 220675-01		
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SHELTER - LOCATION # 3 / 2022								
9	Shelter Assembly, cleaning and restoration	\$ 6,064.80	\$ 6,064.80	\$ -	\$ -	\$ 6,064.80	100%	\$ -	\$ 303.24
	SHELTER - LOCATION # 11 / 2022								
38	Shelter Assembly, cleaning and restoration	\$ 4,950.00	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00	100%	\$ -	\$ 247.50
	SHELTER - LOCATION # 12 / 2022								
39	Shelter Assembly, cleaning and restoration	\$ 4,950.00	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00	100%	\$ -	\$ 247.50
	SHELTER - LOCATION # 13 / 2022								
40	Shelter Assembly, cleaning and restoration	\$ 4,950.00	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00	100%	\$ -	\$ 247.50
	INSTALLATION (2) BUS SHELTER (S#3 S#4) / 2022	\$ 21,474.34	\$ 21,474.34	\$ -	\$ -	\$ 21,474.34	100%	\$ -	\$ 1,073.72
2.0	1247 NE 167th St – North Miami Beach School (Size 15 ft) Lexan panels Included	\$ 33,292.25		\$ -	\$ -	\$ -	0%	\$ 33,292.25	\$ -
3.0	1536 NE 179th St – Greynolds Elementary (Size 15 ft) Lexan panels Included	\$ 33,292.26		\$ -	\$ -	\$ -	0%	\$ 33,292.26	\$ -
7.0	16711 W. Dixie Hwy – Spanish Monastery (Size 15 ft) Lexan panels Included	\$ 33,292.26		\$ -	\$ -	\$ -	0%	\$ 33,292.26	\$ -
	TOTAL CONTRACT AMOUNT	\$ 142,265.91	\$ 42,389.14	\$ -	\$ -	\$ 42,389.14	30%	\$ 99,876.77	\$ 2,119.46

G703-1992



MEMORANDUM

TO: Mayor and City Commission

Thru: Darvin Williams, City Manager

FROM: Hamid Nikvan, Public Utilities/Public Works Director

DATE: June 24, 2026

RE: Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Change Order).

SUBJECT

Motion to approve **Change Order No. 3** with TechGroupOne, Inc., in the amount of **\$92,798.08**, to complete installation of the remaining three bus shelters planned for the current fiscal year.

BACKGROUND

- **PROJECT OVERVIEW**

The City of North Miami Beach Bus Shelter Improvement Project is a two-phase initiative designed to improve transit safety, comfort, and accessibility. The project includes:

- **Phase 1 – Retrofitting existing shelters**
- **Phase 2 – Installing new shelters at multiple citywide locations**

This work supports the City's ongoing commitment to improving the transit experience and overall quality of life for residents and transit users.

- **Phase 1: Retrofitting of Existing Bus Shelters – Completed**

Five (5) bus shelters have been successfully retrofitted at the following locations:

- 167th St & 8th Ave (2 shelters – Proof of Concept)
- 163rd St & 15th Ave
- 163rd St & 17th Ave
- 163rd St & 28th Ave

Phase 1 work is complete.

- **Phase 2: Installation of New Bus Shelters – In Progress**

- **Wave 1 – 100% Complete**

Three new shelters are currently being installed at:

- 1247 NE 167th St – North Miami Beach School
- 1536 NE 179th St – Greynolds Elementary
- 16711 W. Dixie Hwy – Spanish Monastery

- **Wave 2 – Design and Permitting Underway**

Wave 2 consists of three additional shelters scheduled to begin after permitting and approval of Change Order No. 3.

Planned locations include:

- 1980 NE 171st St
- 13621 Highland Dr – High Park
- 16666 NE 19th Ave

Estimated Completion: August 30, 2026

These Wave 2 locations correspond to the installations funded under this Change Order.

In addition to the above narrative, the original project documentation confirms that three shelters and five retrofits have already been completed.

ANALYSIS

Change Order No. 3 includes all construction tasks required for Wave 2 shelter installations at:

- 1980 NE 171st St – 15-ft shelter
- 13621 Highland Dr – High Park – 10-ft shelter
- 16666 NE 19th Ave – 10-ft shelter

Work includes MOT, demolition, site preparation, grading, limerock base, compaction testing, concrete pads, sidewalks, shelter

Funding for these improvements is provided through **CITT transit improvement allocations** already budgeted for FY2025.

Per **City Code 3-3.20**, this change order exceeds the City Manager’s approval authority because contract value modifications surpass the allowable threshold, requiring full City Commission approval.

FISCAL IMPACT

- Original Contract Amount: \$131,660.00
- Previous Change Orders: \$18,281.76
- Adjusted Amount Prior to This Change: \$149,941.76
- Change Order No. 3 Amount: **\$92,798.08**
- New Total Adjusted Contract Amount: **\$242,739.84**
- Total Percent Increase to Date: 84.36%

Funding Account: Transit Improvements Other Than Building

Account Number: 103865-549630

From Account Number	From Account Title	Amount	To Account Number	To Account Title
103865 549630	Transit Improvements Other Than Building	\$92,798.08	103865 549630	Transit Improvements Other Than Building

RECOMMENDATION

Staff recommends approval of **Change Order No. 3**, enabling completion of Wave 2 bus shelter installations in accordance with the City's transit improvement plan and available CITT funding.

ATTACHMENTS

1. Change Order Form – TechGroupOne (CO No. 3)
2. Detailed Contractor Cost Estimates (Three Locations)



**Consent Agenda
12.9.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-91 Approving & Authorizing Change Order with Rexel USA (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH REXEL, USA, INC. INCREASING THE CONTRACT BY AN ANNUAL AMOUNT NOT TO EXCEED \$55,000 FOR THE PURCHASE OF ALLEN BRADLEY AND ROCKWELL AUTOMATION EQUIPMENT AND 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, Broward County awarded Contract No. OPN212494B1_5 “Electrical/Electronic Supplies” to Rexel, USA, Inc., (“*Rexel*”) for a period of one (1) year period effective December 6, 2022, through December 5, 2023, with the option to renew for four additional one-year terms through December 5, 2027; and

WHEREAS, an estimated annual amount not to exceed \$215,000.00 was previously approved by the City Commission via Resolution No. R2025-41 for the purchase of various Allen Bradley and Rockwell Automation equipment and specialized services to maintain daily operations at the Norwood Water Treatment Plant; and

WHEREAS, the NMB Water Department requires electrical and electronic components, control equipment, specialized services, and related materials to support the ongoing operation, maintenance, and repair of the Norwood Water Treatment Plant's water production and distribution systems; and

WHEREAS, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved Piggyback Contract to increase the previously approved expenditure by \$55,000.00 for a total annual amount not to exceed of \$270,000.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Change Order to the previously approved Contract to increase the previously approved expenditure by \$55,000.00, thereby

RESOLUTION NO. R2026-XX

increasing the annual expenditure to an amount not to exceed \$270,000.00 for the purchase of Allen Bradley and Rockwell Automation Equipment and 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 Rexel, USA, Inc. to increase annual expenditure by \$55,000.00, thereby increasing the annual expenditure to an amount not to exceed \$270,000.00 for the purchase of Allen Bradley and Rockwell Automation Equipment and Services, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

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RESOLUTION NO. R2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

RESOLUTION NO. R2026-XX



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): 12/05/2026

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 $\frac{(E-A)}{A} \times 100$	%

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: Jesse Emo - 22JUN26

(Division Approval) (Date)

Hamid Nikvan
(Department Director Name)

By: for HN 6/24/26 *Karim Rossy*

(Department Director Signature) (Date)

APPROVED:

By: _____
(Finance Department) (Date)

By: _____
(Procurement Department) (Date)

By: _____
(City Manager or Designee) (Date)

Lead Agency Contact (Contact Unit Mgr if Incorrect)
 JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
OPN2124942B1_5_001	9673700	3M Brand Products, 41% Disc.- Trade Svcs.; 41% Disc.- Manuf. List Price incl, but not limited to, Cable Ties, Tape and Wire Connectors	9,457.8600	LPS	\$0.0000	\$1.0000	\$9,457.8600	\$9,457.8600
OPN2124942B1_5_002	9673700	ABB Brands Products, 52% Disc.- Trade Svcs.; 52% Disc.- Manuf. List Price incl, but not limited to ABB, Baldor Motor, Thomas & Betts for Low Voltage Products: Circuit Breakers, Connectors, Contact Kits, Motors 20 HP & Below	23,144.0900	LPS	\$0.0000	\$1.0000	\$23,144.0900	\$23,144.0900
OPN2124942B1_5_003	9673700	ALLEN-BRADLEY/ROCKWELL AUTOMATION Brands Products, 13% Disc.- Trade Svcs.; 13% Disc.- Manuf. List Price incl, but not	1,246,438.4800	LPS	\$0.0000	\$1.0000	\$1,246,438.4800	\$1,192,585.4700

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		limited to General Purpose Control Equipment, Overload Relays, Power Flex Drives, Sensors, Switches - Limit/Pressure, and Transformers						
OPN2124942B1_5_004	9673700	ALLIED ELECTRONIC AND AUTOMATION Brands Products, 6% Disc.- Trade Svcs.; 6% Disc.- Manuf. List Price incl, but not limited to Connectors, Circuit Breakers, Fuses, Sensors, Wire and Cable, Relays, Switches	774,110.6700	LPS	\$0.0000	\$1.0000	\$774,110.6700	\$744,921.0300
OPN2124942B1_5_005	9673700	ALPHA WIRE Brand Products, 40% Disc.- Trade Svcs.; 40% Disc.- Manuf. List Price incl, but not limited to, Circuit Breakers, Connectors, Switches and all types of Copper	21,125.3500	LPS	\$0.0000	\$1.0000	\$21,125.3500	\$21,125.3500

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
OPN2124942B1_5_006	9673700	Wire EATON B-LINE Brand Products, 25% Disc.- Trade Svcs.; 25% Disc.- Manuf. List Price incl, but not limited to, anchors, conduits, datacomm and low voltage supports and fasteners	156.1600	LPS	\$0.0000	\$1.0000	\$156.1600	\$156.1600
OPN2124942B1_5_007	9673700	EATON BUSSMAN Brand Products, 75% Disc.- Trade Svcs.; 75% Disc.- Manuf. List Price incl, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses	25,421.2000	LPS	\$0.0000	\$1.0000	\$25,421.2000	\$25,421.2000
OPN2124942B1_5_008	9673700	EATON COOPER POWER Brand Products, 25% Disc.- Trade Svcs.; 25% Disc. - Manuf. List Price incl, but not limited to,	54,216.2700	LPS	\$0.0000	\$1.0000	\$54,216.2700	\$54,216.2700

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		fuses, switches, line hardware, arresters, transformers						
OPN2124942B1_5_009	9673700	EATON CROUSE Brand Products, 47% Disc.- Trade Svcs.; 47% Disc.- Manuf. List Price incl, but not limited to, fuses, switches, line hardware, arresters, transformers	10,048.6800	LPS	\$0.0000	\$1.0000	\$10,048.6800	\$5,204.7000
OPN2124942B1_5_010	9673700	EATON CUTLER HAMMER Brand Products, 68% Disc.- Trade Svcs.; 68% Disc.- Manuf. List Price incl, but not lim to, Aux Switches, Circuit Brkrs, Contact Kits, Motor Control Electro Mechanical, Overload Heaters, Safety Switches & Strtr Magnetic Contactors	138,275.6000	LPS	\$0.0000	\$1.0000	\$138,275.6000	\$137,830.6400
OPN2124942B1_5_011	9673700	EMERSON Brands Prods, 57% Disc.- Trade Svcs.; 57% Disc.	110,596.6400	LPS	\$0.0000	\$1.0000	\$110,596.6400	\$110,596.6400

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		- Manuf. List Price incl but not lim to Appleton, Aventics, Greenlee, Rosemount for Cbls, Conctrs, Ftngs,Circ Brkrs, Swtchs & Cntrls, Motrs 40 HP & below, Fan Colng Kits, Litng Fixt & Monitr Dsply						
OPN2124942B1_5_012	9673700	ERICO CADDY CLIPS AND ACCESSORIES Brands Products, 60% Disc.- Trade Svcs.; 60% Disc.- Manuf. List Price incl, but not limited to, Fastening and Support Products, Grounding, Bonding, Connectivity, Low Voltage Power, Surge Protection	2,237.4300	LPS	\$0.0000	\$1.0000	\$2,237.4300	\$2,237.4300
OPN2124942B1_5_013	9673700	GENERAL ELECTRIC Brand Products, 70% Disc.- Trade Svcs.; 70% Disc. - Manuf. List Price	97,634.8100	LPS	\$0.0000	\$1.0000	\$97,634.8100	\$90,310.2900

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		incl, but lim to, Circuit Breaker, Electrical Strtr, Motor 40 HP & Below, Fuse, Current Limiting, Lgtng Fixt, Magnetic Contactor, Outlet Box, Plugs, Switches, Trnsfrmrs						
OPN2124942B1_5_014	9673700	HOFFMAN Brand Products, 30% Disc.- Trade Svcs.; 30% Disc. - Manuf. List Price incl, but not limited to, Electric Boxes all types, Enclosures and Filters	1,051.0200	LPS	\$0.0000	\$1.0000	\$1,051.0200	\$1,051.0200
OPN2124942B1_5_015	9673700	OMNICABLE (fka HOUSTON WIRE) Brand Prod, 68% Disc- Trade Svcs.; 68% Disc- Manuf. List Price incl but not lim to Wire, Cable, Conduit, Guy Wire Fitngs, Hngers, Clamps, Clips, Ntwrk Prods, Nuts, Hooks, Bolts, Anchs/Fast, all types	157,297.7300	LPS	\$0.0000	\$1.0000	\$157,297.7300	\$157,297.7300

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Wall, Flr, Junct Bxs/Outl						
OPN2124942B1_5_016	9673700	HUBBELL LIGHTING Brand Products, 65% Disc.- Trade Svcs.; 65% Disc. - Manuf. List Price incl, but not lim to, Wire, Cable, Conduit, Guy Wire Fitngs, Hangers, Clamps, Clips, Ntwrk Products, Nuts, Hooks, Bolts, Anchors/Fasteners, Wall, Flr, Junct Bxs/Outl	34,314.0000	LPS	\$0.0000	\$1.0000	\$34,314.0000	\$34,314.0000
OPN2124942B1_5_017	9673700	IDEAL INDUSTRIES Brand Prods, 60% Disc.- Trade Svcs.; 60% Disc.- Manuf. List Price incl but not lim to Wire Term, Data Comm/LV Switch, Cntrls, Wall plate, Splitr, Patch Cable, Wire Mrkr, Cbl Ties, Indict Light, Toggle, Rocker, Push Button,	6,528.4100	LPS	\$0.0000	\$1.0000	\$6,528.4100	\$6,528.4100

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
OPN2124942B1_5_018	9673700	Chain Switch INTERMATIC Brand Products, 45% Disc.- Trade Svcs.; 45% Disc. - Manuf. List Price incl, but not limited to, Enclosures, Hubs, Motors 20 HP & Below, Power Boards, Surge Suppressors, Switches Photo Control and Time Switches	5,219.7300	LPS	\$0.0000	\$1.0000	\$5,219.7300	\$5,219.7300
OPN2124942B1_5_019	9673700	IOTA BALLASTS Brand Products, 25% Disc.- Trade Svcs.; 25% Disc.- Manuf. List Price incl, but not limited to, Emergency Lighting, Drivers, Ballasts	7,327.0000	LPS	\$0.0000	\$1.0000	\$7,327.0000	\$7,327.0000
OPN2124942B1_5_020	9673700	KEYSTONE Brand Products, 61% Disc.- Trade Svcs.; 61% Disc. - Manuf. List Price incl, but not limited to, Fuse Clips, Fuse Holders, LED Spacers,	120,088.9500	LPS	\$0.0000	\$1.0000	\$120,088.9500	\$120,088.9500

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Plugs, Pins, Sockets, Terminals, Test Points						
OPN2124942B1_5_021	9673700	LEGRAND Brand Products, 25% Disc.- Trade Svcs.; 25% Disc.- Manuf. List Price incl, but not limited to, Cables, Electrical Wiring, Switches, Controls, Connectors, Receptacles	145.5000	LPS	\$0.0000	\$1.0000	\$145.5000	\$145.5000
OPN2124942B1_5_022	9673700	LEVITON Brand Products, 55% Disc.- Trade Svcs.; 55% Disc.- Manuf. List Price incl, but not limited to, GFCI Protection Products, Plugs and Connectors	17,275.2800	LPS	\$0.0000	\$1.0000	\$17,275.2800	\$17,275.2800
OPN2124942B1_5_023	9673700	LITHONIA LIGHTING Brand Prods, 71% Disc.- Trade Svcs.; 71% Disc.- Manuf. List Price incl but not lim to Wall Packs-LED, Wrap Arnd Surf Mntd Fixt, U-Ben Lamp,	943,032.6400	LPS	\$0.0000	\$1.0000	\$943,032.6400	\$857,646.9400

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Parabolic In-Lay, Lamps, Wethr Prf Lamps, Exit Signs Fire Rated, Light Combo w/ or w/o Batry Bkup						
OPN2124942B1_5_024	9673700	LITTLEFUSE Brand Products, 60% Disc.- Trade Svcs.; 60% Disc. - Manuf. List Price incl, but not limited to, Fuse Blocks, Holders, Medium Volt Fuses, Plugs, Connectors, Power Distribution Fuses, Receptacles, Semiconductor Fuses, Small Dimnsn Fuses, Switch	19,367.7200	LPS	\$0.0000	\$1.0000	\$19,367.7200	\$449.7200
OPN2124942B1_5_025	9673700	NSI INDUSTRIES Brands Products, 40% Disc.- Trade Svcs.; 40% Disc.- Manuf. List Price incl, but not limited to Bridgeport, Duro Dyne, Polaris, Tork Products for Cables, Condiut, Connectors, Electrical	23,049.4700	LPS	\$0.0000	\$1.0000	\$23,049.4700	\$23,049.4700

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Wiring, Switches, Controls, Connectors, Receptacles						
OPN2124942B1_5_026	9673700	SYLVANIA (OSRAM/LEDVANCE) Brand Prods, 90% Disc.- Trade Svcs.; 90% Disc.- Manuf. List Price incl, but not lim to, Lamps, Ballast, Fluores, Incand, Spot, Halogen, Flood, Mini Lamps, Airfld Lamps, High Mast, Metal Halide, Qrtz Halgn, High Press Sodium Kit	207,076.1200	LPS	\$0.0000	\$1.0000	\$207,076.1200	\$209,908.2000
OPN2124942B1_5_027	9673700	PANDUIT Brand Products, 52% Disc.- Trade Svcs.; 52% Disc.- Manuf. List Price incl, but not limited to, Cable Ties, Wire Clamps, Clips, Retainers and Wire Markers	32,813.6100	LPS	\$0.0000	\$1.0000	\$32,813.6100	\$30,077.4600
OPN2124942B1_5_028	9673700	PASS & SEYMOUR Brands Products, 62% Disc.- Trade Svcs.;	17,213.0700	LPS	\$0.0000	\$1.0000	\$17,213.0700	\$17,213.0700

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		62% Disc.- Manuf. List Price incl, but not limited to, Cables, Electrical Wiring, Switches, Controls, Connectors, Receptacles						
OPN2124942B1_5_029	9673700	SIGNIFY (fka PHILLIPS LIGHTING) Brand Products, 85% Disc.- Trade Svcs.; 85% Disc.- Manuf. List Price incl, but not limited to, Luminaires (indoor/outdoor), Exit and Emergency Products	65,008.0300	LPS	\$0.0000	\$1.0000	\$65,008.0300	\$63,255.4300
OPN2124942B1_5_030	9673700	PROSOFT TECHNOLOGY Brands Products, 5% Disc.- Trade Svcs.; 5% Disc.- Manuf. List Price incl, but not limited to General Purpose Control Equipment, Overload Relays, Power Flex	0.0000	LPS	\$0.0000	\$1.0000	\$0.0000	\$0.0000

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Drives, Sensors, Switches - Limit/Pressure, and Transformers						
OPN2124942B1_5_031	9673700	RAB LIGHTING Brand Products, 47% Disc.- Trade Svcs.; 47% Disc.- Manuf. List Price incl, but not limited to, Lights, Sensors, Lamps, Controls	71,064.3300	LPS	\$0.0000	\$1.0000	\$71,064.3300	\$71,064.3300
OPN2124942B1_5_032	9673700	RACO Brand Prods, 70% Disc.- Trade Svcs.; 70% Disc.- Manuf. List Price incl, but not lim to, Bells Wethrprf, Blanks, Wall/Floor Junction Boxes Outlets, Bushing Reducers, Clamps, Locknuts, Metallic Fittings, Non-metallic Fittings, Fuse Steel Boxes/Straps	8,324.7400	LPS	\$0.0000	\$1.0000	\$8,324.7400	\$8,324.7400
OPN2124942B1_5_033	9673700	RED LION Brand Products, 0% Disc.- Trade Svcs.; 0% Disc.-	12,300.1600	LPS	\$0.0000	\$1.0000	\$12,300.1600	\$0.0000

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Manuf. List Price incl, but not limited to, sensors, meter, process controls						
OPN2124942B1_5_034	9673700	STEEL CITY KINDORF Brand Prods, 52% Disc.- Trade Svcs.; 52% Disc. - Manuf. List Price incl but not lim to Beam Clamps, Hngr Supports, Conduit Metal Frmng, Conduit, Cable, Pipe Suprt, Fastng Device, Hanger Suprt, Hardware, Threaded Component, Light Fixt	2,607.5900	LPS	\$0.0000	\$1.0000	\$2,607.5900	\$2,607.5900
OPN2124942B1_5_035	9673700	SUPERSTRUT Brand Prods, 52% Disc.- Trade Svcs.; 52% Disc. - Manuf. List Price incl but not lim to Cbl Cord Conctrs, Conduit Bodies/Boxes/Fitngs, Cover Plates, Galv Chnls, Guy Wire Fitngs, Clamps, Clips,	5,829.5800	LPS	\$0.0000	\$1.0000	\$5,829.5800	\$5,829.5800

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Nuts, Hooks, Bolts, Anchors, Fstnrs, Stnls Stl Chnls						
OPN2124942B1_5_036	9673700	TCP LIGHTING Brand Products, 90% Disc.- Trade Svcs.; 90% Disc.- Manuf. List Price incl, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency Products	9,534.4000	LPS	\$0.0000	\$1.0000	\$9,534.4000	\$9,534.4000
OPN2124942B1_5_037	9673700	TOPAZ Brands Products, 40% Disc.- Trade Svcs.; 40% Disc.- Manuf. List Price incl, but not limited to, Rigid Conduit & IMC Fittings, EMT Conduit Fittings, Portable Cord Fittings, Metal Clad Cable Fitting, Clamps and Hangers	9,244.7900	LPS	\$0.0000	\$1.0000	\$9,244.7900	\$9,244.7900
OPN2124942B1_5_038	9673700	WHEATLAND TUBE Brands Products, 60% Disc.- Trade Svcs.; 60% Disc.- Manuf.	11,402.4300	LPS	\$0.0000	\$1.0000	\$11,402.4300	\$11,402.4300

Lead Agency Contact (Contact Unit Mgr if Incorrect)

JWILF@broward.org

Contract ID # OPN2124942B1_5	Document Description Electrical/Electronic Supplies	Start Date 12/6/2022	End Date 12/5/2026	Not To Exceed \$6,700,000.00	Amount Ordered \$4,360,592.63
Vend#-AddrID-ContactID VC00123310	Legal Name REXEL USA, INC.	Vendor Contact Email sflsales@rexelusa.com		Vendor Phone #	

Item #	Category	Description	Total Line Qty Released	UO M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		List Price incl, but not limited to, Conduit Steel, Rigid, EMT and IMT Conduits						
OPN2124942B1_5_039	9673700	WIRE COPPER VARIOUS TYPES Brands Products, 78% Disc.- Trade Svcs.; 78% Disc.- Manuf. List Price incl, but not limited to: MTW, SJO, SO, Stranded, TFF, TFFN, THHN/THWN, THW Stranded, XHHW, XLPE & IMSA	56,253.7900	LPS	\$0.0000	\$1.0000	\$56,253.7900	\$56,253.7900
OPN2124942B1_5_040	9673700	WIREMOLD Brand Products, 35% Disc.- Trade Svcs.; 35% Disc.- Manuf. List Price incl but not lim to Wire Cbl, Conduit, Guy Wire Fittings, Hangers, Clamps Clips, Ntwrk Products, Nuts, Hooks, Bolts, Anchors/Fastnrs, all types of Wall, Floor, Junct Bxs/Outl	1,251.9000	LPS	\$0.0000	\$1.0000	\$1,251.9000	\$277.3000

Contract ID #
OPN2124942B1_5

Vend#-AddrID-ContactID
VC00123310

Document Description
Electrical/Electronic Supplies

Legal Name
REXEL USA, INC.

Start Date
12/6/2022

End Date
12/5/2026

Not To Exceed
\$6,700,000.00

Amount Ordered
\$4,360,592.63

Lead Agency Contact (Contact Unit Mgr if Incorrect)
JWILF@broward.org

Vendor Contact Email
sflsales@rexelusa.com

Vendor Phone #

Item #	Category	Description	Total Line Qty Released	U O M	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Vendor Total			\$0.0000		\$4,357,485.2300	\$4,142,593.9900

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
PARKS & RECREATION	15	\$122,167.6300	\$122,167.6300
FACILITIES MANAGEMENT	73	\$166,447.5000	\$166,131.1800
AVIATION - MAINTENANCE	225	\$551,267.0700	\$542,946.3100
PORT EVERGLADES - OPER DIV	1	\$18,918.0000	\$0.0000
PE - Facilities Maintenance	255	\$1,620,369.8000	\$1,533,231.5000
HIGHWAY & BRIDGE MAINTENANCE	3	\$39,199.3700	\$10,072.3700
TRAFFIC ENGINEERING SERVICES	57	\$329,037.0600	\$325,855.9500
WATER & WASTEWATER OPERATIONS	116	\$735,486.2000	\$676,789.2100
WWS FISCAL OPERATIONS DIVISION	88	\$777,700.0000	\$765,399.8400
Department Totals	833	\$4,360,592.6300	\$4,142,593.9900

Renewals		
Line #	Starts	Expires
1	12/6/22	12/5/23
2	12/6/23	12/5/24
3	12/6/24	12/5/25

Renewals		
4	12/6/25	12/5/26
5	12/6/26	12/5/27



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: NMB Water

SUBJECT:

Motion to approve and authorize an increase to the Rexel Inc. cooperative (piggyback) contract for Fiscal Year 2026, Resolution R-2025-41, Contract No. PB939, by \$55,000.00, from \$215,000.00 to \$270,000.00, for the continued purchase of electrical and electronic supplies and services for the Norwood Water Treatment Plant, utilizing the cooperative contract authority (Broward County Contract No. OPN2124942B1_5), in accordance with the City's Code of Ordinances, Sections 3-4.3 and 3-3.20, for Fiscal Year 2026.

BACKGROUND OF ITEM:

Rexel Inc. supplies the Norwood Water Treatment Plant with the electrical and electronic components and services required to operate and maintain its water production and distribution systems, including Allen-Bradley / Rockwell Automation control equipment, circuit breakers, variable-frequency-drive (VFD) parts and installation, control hardware, and calibrated test instruments. The City purchases these items through Contract No. PB939, a piggyback on Broward County Contract No. OPN2124942B1_5.

The contract authority is effectively exhausted. Of the amount available in Fiscal Year 2026, \$215,000.00 authorized to date, 97% has been liquidated, leaving an available contract balance of only \$7,274.05. With more than three months remaining in the fiscal year, an increase is required to continue essential electrical maintenance without interruption of service.

ANALYSIS:

Procuring through the Rexel cooperative contract (PB939, piggyback on Broward County Contract No. OPN2124942B1_5) obtains competitively established pricing without a separate formal solicitation, consistent with Code Section 3-4.3 (Use of Other Governmental Entities' Contracts); the increase is processed under the change-order provisions of Code Section 3-3.20. Expenditures are charged to account 410904-533460 (Repairs and Maintenance Services). The established cooperative contract preserves cost control, vendor and product continuity, and compliance, and avoids the delay and administrative cost of re-bidding routine electrical maintenance.



EXPENDITURE SUMMARY (Purchase Order 260179, FY2026):

Category		Amount
Service & installation — Rexel service contract; RO VFD installation; vibration-signal-to-VFD installation; CBOT software service		\$111,656
Breakers & electrical components — breakers (Wells 2F & 17, clearwells, odor control, slakers); ControlLogix Ethernet/power-supply cards; electrical parts, tools & crimper; wire		\$57,050
Test & calibration equipment — Fluke meters & parts; fiber-optic cable tester; VFD fuses; Fluke calibration		\$16,078
TOTAL committed (≈97% of the \$190,000 PO)		\$184,784
Usable balance remaining		≈ \$5,216

FISCAL IMPACT:

Requested Increase: \$55,000.00 — Contract PB939 increases from \$215,000.00 to \$270,000.00. Funded from account 410904-533460 (Repairs and Maintenance Services). Sufficient funds are available; no additional appropriation is required.

Account Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
410904-533460	\$1,578,792.46	\$598,415.49	\$55,000.00	\$543,415.49

ALTERNATIVES:

Approving the contract increase to Rexel Inc. (recommended) maintains the established cooperative pricing, vendor and product continuity, and uninterrupted electrical maintenance of critical treatment systems.

Solicit separate competitive bids for these supplies and services — would interrupt time-sensitive maintenance, forgo the cooperative pricing already in place, and increase administrative cost and delay.

Defer the increase / allow the contract to lapse — halts procurement of critical electrical components and risks equipment failure and service interruption.



RECOMMENDATION:

Staff recommends that the City Commission approve and authorize an increase to Rexel Inc. Contract No. PB939, for electrical and electronic supplies and services for the Norwood Water Treatment Plant, funded from 410904-533460 (Repairs and Maintenance Services), under the cooperative contract authority (Broward County Contract No. OPN2124942B1_5).

ATTACHMENTS:

Contract Change Order Request (PB939)

PO 260179 expenditure summary (FY2026) – Included in Staff Report



**Consent Agenda
12.10.**

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:	A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PROTIVITI GOVERNMENT SERVICES, INC. INCREASING THE ESTIMATED EXPENDITURE BY \$25,000.00, FOR TEMPORARY STAFFING 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.
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-92 Authorizing a Change Order to the Contract with Protiviti Government Services, Inc. (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Exhibit A
- ▣ Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PROTIVITI GOVERNMENT SERVICES, INC. INCREASING THE ESTIMATED EXPENDITURE BY \$25,000.00, FOR TEMPORARY STAFFING 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, the Houston-Galveston Area Council (H-GAC), through its HGACBuy Cooperative Purchasing Program, a nationwide government-to-government cooperative purchasing organization, competitively awarded Contract No. TS06-25, *"Temporary Staffing, Direct Hire and Other Employer Services,"* to Protiviti Government Services, Inc. (*"Protiviti"*), for the period of June 1, 2025, through May 31, 2029; and

WHEREAS, under the City Manager's authority, an amount of \$50,000.00 was approved to address the Finance Department's ongoing staffing challenges by engaging Protiviti to assist in recruiting qualified accounting professionals to support the department's budget and accounting functions; and

WHEREAS, the Finance Department has determined that an additional \$25,000.00 is required to support continued staffing needs through the professional services provided by Protiviti; and

WHEREAS, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (Code) requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and 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 Protiviti to increase the previously approved expenditure by \$25,000.00, thereby increasing the contract expenditure to an amount not to exceed 75,000.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Protiviti to increase the previously approved expenditure by \$25,000.00, thereby increasing the expenditure to an amount not to exceed \$75,000.00 for

RESOLUTION NO. R2026-XX

Temporary Staffing Services for the Finance Department.

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 Protiviti to increase expenditure by \$25,000.00 thereby increasing expenditure to an amount not to exceed \$75,000.00 for Temporary Staffing 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

EXHIBIT A



(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐

Contract Change Order ☒

Title: Protiviti Government Services	Contract No.: PB1673 Purchase Order No.: 260222
Vendor: 529980	Change Order No.: 1
Contract Award Date:	Completion Date: 05/31/2029
Revised Completion Date (prior to this change):	Revised Completion Date (including this change): 05/31/2029

Item #	Summary of Amount	
A	Original Amount	\$ 25,000.
B	Value of Change Orders Previously Approved	\$ 25,000.00
C	Adjusted Value Prior to this Change Order (A+B)	\$ 50,000.00
D	Cost of Changes in this Change Order	\$ 25,000.
E	Adjusted Amount Including this Change (C+D)	\$ 75,000.
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 50
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 50

Account Number(s):

010470-513310

Description of Change:

This increase to the contract will provide the resources necessary to meet financial obligations and ensure timely payment for services rendered.

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:

Patrick Williams

(Project Manager / Preparer)

By:

(Division Approval)

(Date)

(Department Director Name)

By:

(Department Director Signature)

(Date)

APPROVED:

By: P Williams

29/06/2026

(Finance Department)

(Date)

By:

(Procurement Department)

(Date)

By:

(City Manager or Designee)

(Date)

Contract Order Form - Revised 06-223-26

Final Audit Report

2026-06-29

Created:	2026-06-29
By:	Denise Estivene (denise.estivene@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5jnNRJ4Ab1FVAR-3CaH6uB-j4I-Mfz7I

"_Contract Order Form - Revised 06-223-26" History



Document created by Denise Estivene (denise.estivene@citynmb.com)

2026-06-29 - 4:53:08 PM GMT



Document emailed to Patrick Williams (patrick.williams@citynmb.com) for signature

2026-06-29 - 4:53:13 PM GMT



Email viewed by Patrick Williams (patrick.williams@citynmb.com)

2026-06-29 - 4:53:21 PM GMT



Document e-signed by Patrick Williams (patrick.williams@citynmb.com)

Signature Date: 2026-06-29 - 5:18:58 PM GMT - Time Source: server - Signature Appearance Selected: DRAW



Agreement completed.

2026-06-29 - 5:18:58 PM GMT

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Protiviti Government Services, Inc. - Public Services - ID: 14264 - TS06-25

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Protiviti Government Services, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1737 King Street, Suite 320, Alexandria, VA 22314.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include

compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of

increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 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 Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Protiviti Government Services, Inc.

Signed by:

Signature



96B90EEDB90A413...

Name

John Owen

Title

Managing Vice President, Business & Ops

Date

6/5/2025

H-GAC

DocuSigned by:

Signature



82EC270D5D61423...

Name

Chuck Wemple

Title

Executive Director

Date

6/17/2025

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Protiviti Government Services, Inc. - Public Services - ID: 14264

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation and thereupon this Agreement between

H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.

- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Protiviti Government Services, Inc.
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
Protiviti Government Services, Inc.	Temporary Staffing Services	Protiviti Government Services, Inc. TS06-25 Response Price List Form	6.25-15.21%



Procurement Management Department

Commission Agenda Staff Report

Date: July 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 Authorizing a Change Order to the Contract with Protiviti Government Services, Inc in a Budgeted Amount Not to Exceed \$25,000.

Background

The Finance Department continues to experience staffing challenges, particularly in the recruitment and retention of qualified accounting professionals, which has impacted its ability to effectively manage budgetary and accounting functions.

To address these needs, the City is utilizing the Houston-Galveston Area Council (H-GAC) HGACBuy Cooperative Purchasing Program Contract No. TS06-25, “Temporary Staffing, Direct Hire and Other Employer Services,” awarded to Protiviti Government Services, Inc. (“Protiviti”). Through this contract, Protiviti provides recruitment and staffing services to assist the City in identifying qualified accounting professionals to support the Finance Department.

Under the City Manager’s authority, \$50,000.00 was previously approved to initiate these services. Due to continued staffing needs within the Finance Department, an additional \$25,000.00 is required to ensure continued access to these services and support ongoing operational requirements.

Recommendation

City Manager recommends that the City Commission approve and authorize the City Manager or designee to approve the Change Order with Protiviti Government Services, Inc for a budgeted amount not to exceed \$25,000, thereby increasing the contract amount to \$75,000 in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of \$150,000.00 as approved in the adopted FY26 budget appropriation.



**Consent Agenda
12.11.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-93 Approving & Authorizing Change Order with Maggole, Inc. (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MAGGOLC, INC., INCREASING THE ESTIMATED EXPENDITURE BY \$26,539.00, FOR THE NE 168 STREET AND NE 20 AVENUE ROUNDABOUT PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of North Miami Beach (“City”) issued and awarded Invitation to Bid No.ITB-2025-042 (“*ITB*”) for “*NE 168 Street and NE 20 Avenue Roundabout Project*” to Maggolc, Inc. (“*Maggolc*”) via Resolution R2025-148, in an amount not to exceed \$224,433.00; and

WHEREAS, during construction, unforeseen site conditions necessitated additional milling and asphalt resurfacing of the parking lots adjacent to the traffic circle, as well as corrective modifications to the drainage structures in accordance with the Engineer of Record's recommendations to restore structural integrity and ensure public safety, resulting in an additional cost of \$26,539.00; 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 Maggolc to increase the previously approved expenditure by \$26,539.00, thereby increasing the contract total expenditure to an amount not to exceed \$250,972.00; 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 Maggolc to increase the previously approved expenditure by \$26,539.00, thereby increasing the total expenditure to an amount not to exceed \$250,972.00 for the NE 168 Street and NE 20 Avenue Roundabout Project.

RESOLUTION NO. R2026-XX

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

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

Section 2. The Change Order in substantially the form attached as Exhibit “A” to the previously approved Contract with Maggoli, Inc. to increase expenditure by \$26,539.00 thereby increasing expenditure to an amount not to exceed \$250,972.00 for the NE 168 Street and NE 20 Avenue Roundabout Project, 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

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 $\frac{(E-A)}{A} \times 100$	%

Account Number(s):

399860-539630

Description of Change:

To perform Additional Works of Milling and Asphalt Resurfacing in the Parking Lots adjacent to the Traffic Circle and to perform additional works of modifications required to ensure the safety and load-bearing capacity of both Drainage Structures, following the rearward displacement of the concrete cover and curb inlet—a shift that resulted in openings large enough to necessitate covering with steel plates and reinforcing around the perimeter with rebar and concrete 3000 psi, exactly as specified by the Engineer of Record.

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:

Sheenaqua Jeanlouis

(Project Manager / Preparer)

By:

(Division Approval)

(Date)

Hamid Nikvan

(Department Director Name)

By:

06/24/26

(Department Director Signature)

(Date)

APPROVED:

By:

(Finance Department)

(Date)

By:

(Procurement Department)

(Date)

By:

(City Manager or Designee)

(Date)

Page 2 of 2

CHANGE ORDER PROPOSAL

MAGGOLC INC.
MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
12060 SW 80 ST Miami FL 33183
PHONE: 786-291-2949
maggolc@yahoo.com

Date: April 15, 2026

From:

Vendor: MAGGOLC INC.

Contact: Mario Gonzalez

Address: 12060 SW 80 Street

City/Zip: Miami FL 33183

To:

Att: Gregory Christian / Engineering & Construction Manager

Project: ITB #2023-20-001

Project Name: NE 168 ST and NE 20 Ave.

Roundabout Project

ITB # 2025-042

Re: **Notice of Proposed Change Order #1**

Detailed description of Change Order.

Work include but not limited to all labor, material, tools, and equipment required to:

Perform Additional Works of Milling and Asphalt Resurfacing in the Parking Lots adjacent to the Traffic Circle

(See schedule of value in page #2)

Price Proposed=\$17,967.00

Detailed description of credits

- ☐ The total Applicable credits for all labor, material, tools, and equipments previously estimated is
- ☒ No applicable credits.

See attached detailed "Credit Breakdown" form.

Time Extension

- ☒ The above-described work will affect the Critical Path of the schedule requiring a time extension of 3 calendar days. See attached updated construction schedule reflection impact to critical path.
- ☐ Will not affect the Critical Path of the schedule.

Total of Proposal

Contractor Subtotal	\$ 17,967.00
Subcontractor Subtotal	\$ N/A
Credit Deduction(s)	\$ N/A
Subtotal after Credit	\$ N/A
Contractor Overhead/Profit (15 %)	\$ N/A
Bond Cost (2 %)	\$ 359.34
Total	\$ 18,326.34

The total amount of ☐ deduct ☒ add including overhead and profit less any applicable credits is \$18,326.34

Thank you,

Mario Gonzalez

Name: Mario Gonzalez

Title: President

Maggolc Inc- Change Order #1- ADITIONAL MILLING AND RESURFACING IN PARKING LOTS NEXT TO THE CIRCLE

ITEM NUMBE R	FDOT PAY ITEM	PAY ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QUANTITY	FINAL QUANTITY	COST
1	327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVE DEPTH	SY	\$6.00	932		\$ 5,592.00
2	334-1-13	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C	TN	\$225.00	55		\$ 12,375.00
Project Total							\$ 17,967.00

CHANGE ORDER PROPOSAL

MAGGOLC INC.
MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
12060 SW 80 ST Miami FL 33183
PHONE: 786-291-2949
maggolc@yahoo.com

Date: April 30, 2026

From:

Vendor: MAGGOLC INC.

Contact: Mario Gonzalez

Address: 12060 SW 80 Street

City/Zip: Miami FL 33183

To:

Att: Gregory Christian / Engineering & Construction Manager

Project: ITB #2023-20-001

Project Name: NE 168 ST and NE 20 Ave.

Roundabout Project

ITB # 2025-042

Re: **Notice of Proposed Change Order -Drainage structures Modifications (2)**

Detailed description of Change Order.

Work includes but is not limited to all labor, material, tools, and equipment required to:

Perform Additional Works of modifications required to ensure the safety and load-bearing capacity of both Drainage Structures, following the rearward displacement of the concrete cover and curb inlet—a shift that resulted in openings large enough to necessitate covering with steel plates and reinforcing around the perimeter with rebar and concrete 3000 psi, exactly as specified by the Engineer of Record.

(See schedule of value in page #2)

Price Proposed=\$8,212.50

Detailed description of credits

- ☐ The total Applicable credits for all labor, material, tools, and equipments previously estimated is
- ☒ No applicable credits.

See attached detailed "Credit Breakdown" form.

Time Extension

- ☒ The above-described work will affect the Critical Path of the schedule requiring a time extension of 10 calendar days. See attached updated construction schedule reflection impact to critical path.
- ☐ Will not affect the Critical Path of the schedule.

Total Proposal

Contractor Subtotal	\$ 7,001.28
Subcontractor Subtotal	\$ N/A
Credit Deduction(s)	\$ N/A
Subtotal after Credit	\$ N/A
Contractor Overhead/Profit (15 %)	\$ 1,050.19
Bond Cost (2%)	\$ 161.03
Total	\$ 8,212.50

The total amount of ☐ deduct ☒ add including overhead and profitless any applicable credits is \$8,212.50

Thank you,

Mario Gonzalez

Name: Mario Gonzalez

Title: President

CONTRACTOR DETAILED BREAKDOWN

Date: April 30, 2026

From:

Vendor: MAGGOLC INC.

Contact: Mario Gonzalez

Address: 12060 SW 80 ST

City/Zip: Miami FL 33183

To:

Att: Gregory Christian / Engineering &
Construction Manager

Project: ITB #2023-20-001

Project Name: NE 168 ST and NE 20 Ave.
Roundabout Project

ITB # 2025-042

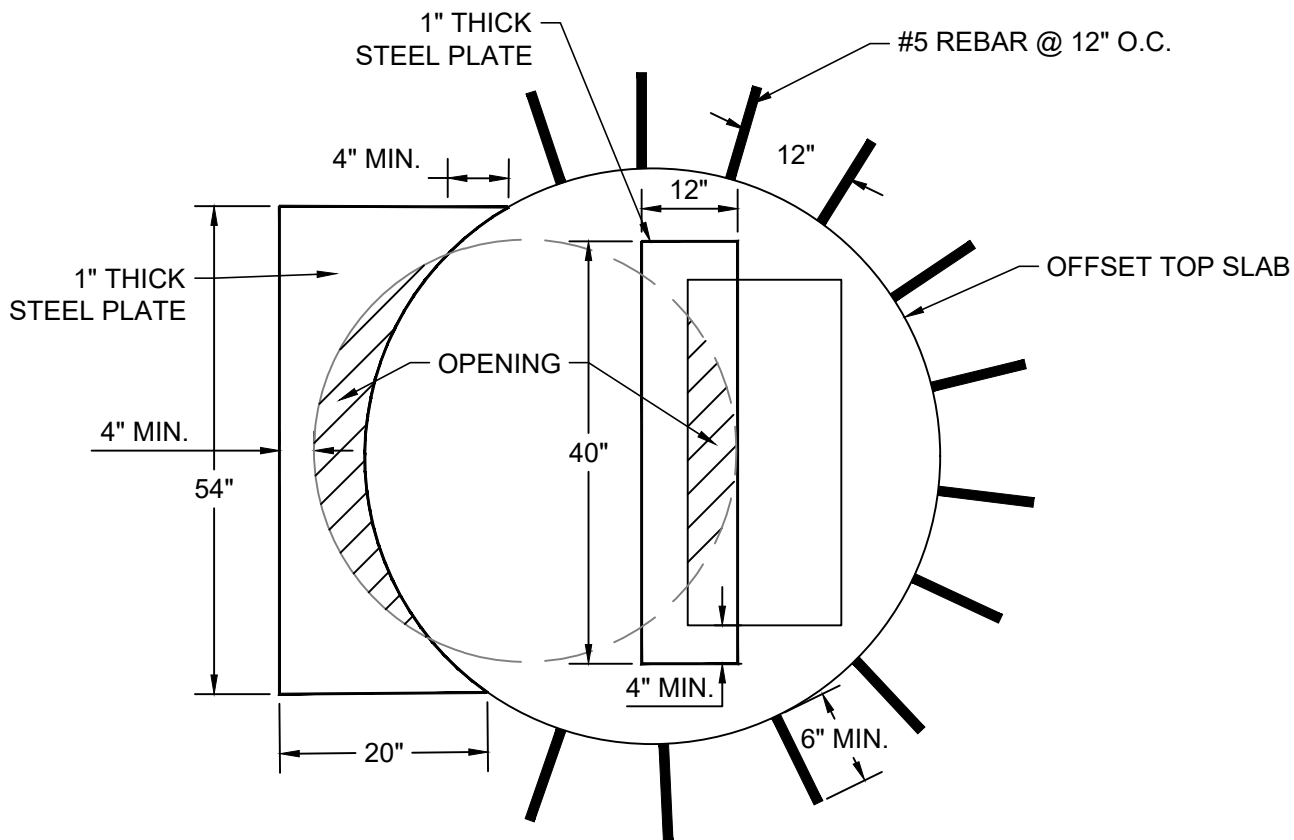
Re: Notice of Proposed Change Order #3

MATERIAL BREAKDOWN				
Description	Qty	Unit	Units Cost	Total Material
Concrete 3000 psi	4	CY	\$182.66	730.64
Rebar & Epoxy	24	EA	\$3.26	78.24
Hot Rolled Steel Plate 1" thickness	1	LS	\$4,066.00	4,066.00
TOTAL MATERIAL COST				4,874.88

LABOR BREAKDOWN					
Description	Qty	Unit	Units Cost	Labor Burden	Total Labor
Additional Excavation and clean the area for drill & set rebar	6	M/Hrs	24.00	18 %	169.92
Drill Concrete Slab & set rebars with epoxy	6	M/Hrs	24.00	18 %	169.92
Load & set the steel plate in their right position, protect area	4	M/Hrs	24.00	18 %	113.28
Pour the concrete and finishing	4	M/Hrs	24.00	18 %	113.28
TOTAL LABOR COST					566.40

EQUIPMENT BREAKDOWN				
Description	Qty	Unit	Units Cost	Total Equip.
Service truck with trailer	2	Day	250.00	500.00
Bobcat	1	Day	285.00	285.00
Dump Truck	1	Load	250.00	250.00
Pick Up Truck	1	Day	75.00	75.00
Backhoe CAT 420	1	Day	450.00	450.00
TOTAL EQUIPMENT COST				1,560.00

CONTRACTOR'S SUBTOTAL AMOUNT	7,001.28
------------------------------	----------



Notes:

1. Plates shall follow ASTM A36/A709 Grade 36 Standards.
2. Plates shall be 1" Thick for standard HS-20-44 loading over trenches.
3. Rebar embedment shall be 6" minimum.

Patrick J. Gibney, State of Florida, Professional Engineer,
License No. 49428. This item has been digitally signed and
sealed by Patrick J. Gibney on the date indicated here.
Printed copies of this document are not considered signed
and sealed and must be verified on any electronic copies.

4/21/26



CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 738-6408 TEL: (954) 738-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114

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DATE:	
SCALE:	
DESIGN BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DESCRIPTION:	
BY:	
DATE:	

PROJECT NO.	21-0025-001-01
PREPARED FOR:	CITY OF NORTH MIAMI BEACH
DRAINAGE TOP SLAB AND INLET REINFORCEMENT DETAIL	
SHEET 1 OF 1	



Galaxy S24 Ultra











The Convenience Stores For Metal™

CUSTOMER ORDER # 1054990

This is not an INVOICE

Bill to Maggolc Inc 12060 SW 80th St Miami, FL 33183 Email: maggolc@yahoo.com Attention: Mario Gonzalez Contact Phone: 786-291-2949	Biscayne Metals Corp, an independent franchisee dba METAL SUPERMARKETS MIAMI 471 West 28 Street Miami, FL 33010 Phone: (305) 728-0456 Fax: E-Mail: miami@metalsupermarkets.com Store #: 021701
Ship to Maggolc Inc Miami, FL Email: maggolc@yahoo.com Attention: Mario Gonzalez Contact Phone: 786-291-2949	Customer Purchase Order # Date: Apr-22-2026 Terms: Immediate Promise Date: Apr-23-2026 Delivery Method: Pickup Customer Rep: Claudia Underwood

Product	Qty	Length	Unit	Unit Price \$	Dimension	Total \$
HP/1		Hot Rolled Plate 1.000				
	2	4.44443	SQFT	65.12577	2 @ 16 x 40 IN	578.89
	2	9.37499	SQFT	65.12577	2 @ 25 x 54 IN	1,221.11
		2@ 16x40 2@ 25x54 with cutout Water Jet Cutting				
		Cut 4 Pcs. As per Customer's Templates. Custom Rush Order.				2,000.00

Payment Details

Payment Date	Payment Type	Card Number	Paid Amount (\$)	Remaining Balance (\$)
04-22-2026	Amex	3000	4,066.00	
		Total	4,066.00	0.00

SUB-TOTAL \$ 3,800.00

Description (Special Comments) :

TEXT US YOUR ORDER TO 786-736-3006. IN-HOUSE HOLE PUNCHING, PLASMA & SHEARING. Any Changes In Quantity Will Require Recalculation Of Price. No Returns on Special Orders or Cut Material. Restocking Fee 30% on UNCUT Material.

Total After Discount \$

Sales Tax 7% 266.00

Total Tax \$

Total \$ 4,066.00

For a 1 minute customer survey, please go to feedback.metalsupermarkets.com

For full terms and conditions of sales please refer to <http://metalsupermarkets.com/terms-of-sale/>



F.P.G. HOME DESIGN CENTER
 7190 Coral Way
 Miami, Florida 33155
 Phone: (305) 266-2296
 Email: sales@fpgwholesale.net
 Web: fpgwholesale.net

Cash Dispatch Order

Invoice Address
 Maggolo, Inc.
 Cash Sales
 11020 Sw 55 St
 Miami, FL, 33165

Delivery Address
 Maggolo, Inc.
 Cash Sales
 11020 Sw 55 St
 Miami, FL, 33165
 786-291-2949

Order No 1379835
Order Date 04/22/2026
Customer 22988
Contact Name Mario Gonzalez
Contact Number 786-291-2949
Job
Your Ref
Taken By Reinaldo Hermoso
Extension 243
Sales Rep House Accounts
 This is a reprint



Picking Zones: Showroom, Steel

Page 1 of 1

Special Instructions			Notes			
			ETA: 04/22/26			
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	zz_MRS_50038	Rebar Straight #5 - 1' - 00"	24 ea	0.82	ea	19.68
		WO# 470627				
2	47102	BIT HAMMER DRILL 5/8"x12" SDS PLUS	1 ea	22.26	ea	22.26
		Loc: 3BC1				
3	8523SD	EPOXY POWERFAST 22oz W/NozZLE	1 ea	31.26	ea	31.26
		Loc: 11-31,3SHOW				



Check the status of your order online!

"Professional door measuring service
 across Miami-Dade. Ask for details!"

Payment Method	Amount Received
Amex	\$78.32
Amount Outstanding	\$0.00

Total Amount	\$73.20
Sales Tax 7.00%	\$5.12
Order Total	\$78.32

Subject to our terms and conditions of sale. Further copies available on request.
 All Sales are final. All orders are to be picked up within fifteen (15) days of completion.
 No Credit or Refund will be issued due to damages after fifteen (15) days of completion.
 Installation and/or finish not included unless specified on the order.



TJ Pavement Corp.

Ready Mix Concrete Services - Laboratory Testing
 3232 NW 67th ST., Miami, FL 33147, USA
 Ph: (305)220-1220
 Email: tjsales@tjpavement.com

INVOICE

Invoice #:	2026_04_0049_0415026
Invoice Date:	4/29/2026
To:	Maggolc, INC.
Invoice Description:	
Maggolc NMB Traffic Circle NE	

Code	Description	UM	QTY	Price	Amount
3002.001	3000 Regular Slag WC 0.56	yd	14.00	\$160.00	\$2,240.00
01	Environmental Fee	ea	2.00	\$40.00	\$80.00
02	Fuel Surcharge Miami/Brw	ea	2.00	\$35.00	\$70.00

Delivery Tickets included in the invoice:
0415008-4/29,0415026-4/29

Total:	\$2,390.00
Tax:	\$167.30
Total Invoice:	\$2,557.30

Make all checks payable to **TJ Pavement Corp. 3232 NW 67 St, Miami, FL., 33147.** We accept all major credit cards. If you have any questions concerning this invoice, **please do not hesitate to contact us**

Thank you for your business

B

Date: 04/29/2026
Time: 7:25

TJ Pavement Corp
3232 NW 67th ST, Miami, FL 33147
PlantCode:04

Delivered Today: 7.00

Sold To: Maggolic. INC.
Customer ID: 49

Ship to: NE 20th Ave & NE 168th St

North Miami Be FL 33162

Slump: 3.00 in

P.O.#

Tax Zone: Miami Dade County

7.00 yd + 3002.001 3000 Regular Slag WC 0.56

1.00 ea 01 Environmental Fee

1.00 ea 02 Fuel Surcharge Miami/Brw

Adalberto 786-915-1612 Handmade Curb Slao
Mix Account Extra R R/7.11

Amount:
Tax:
Total:

TotalJob Today:

Customer assumes full responsibility for strength/quality of concrete placed outside allowed slump and time frame and for the procedures used for selection, measurements, placing and curing of the concrete.

Customer is responsible for providing a washout location for mixer trucks.

Customer shall provide accessibility for trucks, damages caused to property as results of client coordination will be sole responsibility of client.

ExtraTime:\$5.00/min after 60 min 7-10 CY, 30 min <7 CY.

If any legal action is required to collect debts, customer shall pay for all interest, processing fees and costs associates with filing notices and liens finances fees, attorneys and court costs.

Customer will be responsible for any fee incurred in case of a bounced check

Interest shall accrue at 1.5% per month on outstanding balances. APR of 18%.

THE USE OF THIRD PARTY TRUKS VOIDS ALL GUARANTEES/WARRANTIES OF CONCRETE

Driver: Jose Arahujo

Truck#: 559

Ticket: 04 15008

Salida de Planta 7:36 Slump: 4 Slump Meter: 1100

Arrived: 8:23 Start Unload: 8:32 Finish Unload: 9:48 EXT: Salida: 10:00

Llegada Job Slump: 3 Water Added: 10 Received By:

Tiempo Maximo Descarga 60 min despues de la hora de llegada al Job.

Cliente pagara Fee \$ 250.00 por cada hora que se exceda de este tiempo

NO SE PERMITE QUE EL CAMION PERMANEZCA MAS DE 2 HRAS EN EL TRABAJO

10	9	8	7	6	5	4	3	2	1
						10			

Batch: Maleah

B

Date: 04/29/2026

Time: 10:15

TJ Pavement Corp
3232 NW 67th ST, Miami, FL 33147
PlantCode:04

Delivered Today: 14.00

Sold To: Magdolc. INC.
Customer ID: 49

Ship to: NE 20th Ave & NE 168th St

North Miami Be FL 33162

Slump: 4.00 in

P.O.#

Tax Zone: Miami Dade County

7.00 yd 3002.001 3000 Regular Slag WC 0.56

1.00 ea 01 Environmental Fee

1.00 ea 02 Fuel Surcharge Miami/Brw

Adalberto 786-915-1612 Handmade Curb Slag
Mix Account Extra R R/7.11

Amount:

Tax:

Total:

TotalJob Today:

Customer assumes full responsibility for strength/quality of concrete placed outside allowed slump and time frame and for the procedures used for selection, measurements, placing and curing of the concrete.

Customer is responsible for providing a washout location for mixer trucks.

Customer shall provide accessibility for trucks, damages caused to property as results of client coordination will be sole responsibility of client.

ExtraTime:\$5.00/min after 60 min 7-10 CY, 30 min <7 CY.

If any legal action is required to collect debts, customer shall pay for all interest, processing fees and costs associates with filing notices and liens finances fees, attorneys and court costs.

Customer will be responsible for any fee incurred in case of a bounced check

Interest shall accrue at 1.5% per month on outstanding balances. APR of 18%.

THE USE OF THIRD PARTY TRUKS VOIDS ALL GUARANTEES/WARRANTIES OF CONCRETE

Driver: Roberto Baro

Truck#: 551

Ticket: 0415026

Salida de Planta 10-30 Slump: 6.00 Slump Meter: 1000

Arrived: 11.05 Start Unload: 11.15 Finish Unload: 12.15 Ext: Salida: 12-30

Llegada Job Slump: 5.00 Water Added: Received By:

Tiempo Maximo Descarga 60 min despues de la hora de llegada al job.
Cliente pagara Fee \$ 250.00 por cada hora que se exceda de este tiempo
NO SE PERMITE QUE EL CAMION PERMANEZCA MAS DE 2 HRAS EN EL TRABAJO

10	9	8	7	6	5	4	3	2	1
----	---	---	---	---	---	---	---	---	---


Batch Hialeah



MEMORANDUM

TO: Mayor and City Commission

Thru: Darvin Williams, City Manager

FROM: Hamid Nikvan, Public Utilities/Public Works Director

DATE: June 24, 2026

RE: MAGGOLC Inc Contract Increase for Additional Construction Work at NE 168th Street and NE 20th Ave, NMB

Subject:

Motion to approve Change Order No. 1 to MAGGOLC Inc. for the NE 168 Street & NE 20 Avenue Roundabout Project (ITB 1785 / PO 260863), increasing the contract amount by \$26,538.84.

Background:

On February 6, 2026, the City awarded a contract to MAGGOLC Inc. for engineering and construction services for the NE 168 Street and NE 20 Avenue Roundabout Project. The original contract amount was **\$224,433**.

During construction, two unforeseen conditions required additional work:

- 1. Additional Milling & Asphalt Resurfacing**
Parking lots adjacent to the traffic circle required additional milling and resurfacing not included in the original scope. MAGGOLC submitted a proposal dated April 15, 2026, totaling \$18,326.34.
- 2. Drainage Structure Reinforcement**
Two drainage structures experienced displacement of concrete covers and curb inlets, creating hazardous openings. The Engineer of Record required reinforcement with rebar and 3000-psi concrete. MAGGOLC submitted a proposal dated April 30, 2026, totaling \$8,212.50.

The combined value of the additional work is \$26,538.84, representing a 11.82% increase to the original contract amount.

Analysis:

The additional work is necessary to complete the project safely and in accordance with engineering standards.

Additional Milling & Asphalt Resurfacing

- 932 SY milling
- 55 tons asphalt
- Contractor cost: **\$17,967.00** + bond = **\$18,326.34**

Drainage Structure Reinforcement

- Installation of 1" ASTM A36/A709 steel plates
- Rebar installation and epoxy anchoring
- Placement of 3000-psi concrete
- Contractor cost: **\$8,212.50**

Contract Value Summary

Item	Amount
Original Contract	\$224,433.00
Previous Change Orders	\$0
Current Change Order	\$26,538.84
Revised Contract Total	\$250,971.84
Total % Increase	11.82%

Ordinance Compliance – Section 3-3.20

- City Manager authority: up to **10% or \$50,000**, whichever is less
- This change order exceeds **10%**, requiring **Commission approval**
- Scope is being expanded; Commission approval required

Fiscal Impact:

The fiscal impact of Change Order No. 1 is **\$26,538.84**.

Fiscal Impact Table

From Account Number	From Account Title	Amount	To Account Title
399860-539630	CIP, Improvements Other Than Building	\$26,538.84	CIP, Improvements Other Than Building

Recommendation:

The Administration recommends that the City Commission **approve Change Order No. 1** to MAGGOLC Inc. in the amount of **\$26,538.84**.

Attachments:

1. Change Order Form – Procurement Management Department
2. MAGGOLC Change Order Proposal– Milling & Resurfacing
3. MAGGOLC Change Order Proposal– Drainage Structure Reinforcement
4. Contractor Detailed Breakdown (Materials, Labor, Equipment)



**Consent Agenda
12.12.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-94 Approving a Change Order with AMI Engineering, LLC (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH AMI ENGINEERING, LLC INCREASING THE ANNUAL EXPENDITURE BY \$32,000.00 FOR THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Sweetwater awarded Contract RFQ No. 2021-21 “Continuing Professional Services Agreement” to AMI Engineering, LLC (“AMI”) for a period of five (5) years effective January 19, 2022, through January 19, 2027, with the option to renew for two additional one-year terms; and

WHEREAS, an estimated annual amount of \$125,000.00 was previously approved by the City Commission via Resolution No. R2025-03 to retain professional engineering consulting services to supplement the operational and technical needs of the North Miami Beach Public Works Department on an as-needed basis; and

WHEREAS, the North Miami Beach Public Works Department requires on-call professional engineering services to review paving, grading, and drainage plans; provide technical support during the development review process; attend Technical Review of Applications for Development (TRAD) meetings; and perform field inspections to ensure compliance with City standards, applicable codes, and permitting requirements; and

WHEREAS, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved Piggyback Contract to increase the previously approved expenditure by \$32,000.00 annually for a budgeted amount not to exceed \$157,00.00; 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 to increase the previously approved expenditure by \$32,000.00, thereby

RESOLUTION NO. R2026-XX

increasing the annual expenditure to a budgeted amount not to exceed \$157,00.00 for professional engineering services; and

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

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

Section 2. The Change Order, in substantially the form attached as Exhibit “A,” to the previously approved contract with AMI Engineering, LLC to increase annual expenditure by \$32,000.00, thereby increasing the annual expenditure to a budgeted amount not to exceed \$157,000.00 for the purchase of Professional Engineering Services, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX



EXHIBIT A

(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐

Contract Change Order ☒

Title: ENGINEERING SERVICES/PW SUPPLEMENTAL ASSIS.	Contract No.: PB985
	Purchase Order No.: 260149
Vendor: 529106/AMI Engineering	Change Order No.: 2
Contract Award Date: 1/25/2022	Completion Date: 01/24/2027
Revised Completion Date (prior to this change): 01/24/2027	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	<i>Original Amount</i>	\$ 25,000
B	Value of Change Orders Previously Approved	\$ 100,000
C	Adjusted Value Prior to this Change Order (A+B)	\$ 125,000
D	Cost of Changes in this Change Order	\$ 32,000
E	Adjusted Amount Including this Change (C+D)	\$ 157,000
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 25.6
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 528

Account Number(s):

400821-538347

Description of Change:

AMI has consistently provided high-quality support to the City through its strong technical expertise, familiarity with local codes, and responsive service. This year, AMI also delivered design services that helped secure a grant, speed up permitting, and reduce costs. Because those added services drew from the plan review and inspection budget, additional funding is now needed to continue AMI's services through the rest of the fiscal year.

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:

Sheenaqua Jeanlouis

(Project Manager / Preparer)

By:

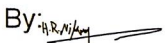
(Division Approval)

(Date)

Hamid Nikvan

(Department Director Name)

By:



06/24/26

(Department Director Signature)

(Date)

APPROVED:

By:

(Finance Department)

(Date)

By:

(Procurement Department)

(Date)

By:

(City Manager or Designee)

(Date)

Page 2 of 2



May 20, 2026

Gregory Christian
Public Works Department
City of North Miami Beach
17050 NE 19th Avenue
North Miami Beach, Florida 33162

**RE: Professional Services Proposal
Public Works Assistance**

Dear Mr. Christian,

On behalf of A.M.I. Engineering, LLC (AMI), we appreciate the opportunity to provide this proposal for Engineering Services to support the City's Public Works Department. We look forward to working with you on this project.

Scope of Services

AMI will assist the City with reviewing paving, grading, and drainage plans on an as-needed basis. Plans will be reviewed for conformance with City details, standards, and codes. Plans are typically required to be reviewed and approved by Miami-Dade County DERM for drainage and environmental.

It is anticipated that our staff will review the plans at the office of Public Works; therefore, our time will be charged including up to 1-hour total travel time per visit. Plan review comments will be typed into the system for distribution on the City platform.

It is also anticipated that we will assist with monthly Technical Review of Applications for Development (TRAD). We will be available to provide comments and attend these meetings on a monthly basis.

We also anticipate supporting the department with field inspections. The inspections will be coordinated through the building department and will follow the typical progress inspections required as part of the permit conditions.

Fee Proposal

For this assignment, we proposed an **hourly not to exceed amount of \$32,000** to be billed at the rates shown below. All Terms and Conditions shall be per our contract for Continuing Professional Services.

STAFF CATEGORY	HOURLY RATE
Project Manager	\$170.00
Senior Engineer	\$150.00
Inspector	\$115.00



Exclusions

- Environmental Reviews
- Traffic Study Reviews
- Utility Review including water and sewer

Closing

Our Project Manager for this assignment will be **Sean Compel, P.E., LEED AP**. Sean is familiar with the City and their standards and is ready to begin working on this assignment immediately.

We sincerely appreciate this opportunity and look forward to working with you on this project. We hope you find the above proposal acceptable for us to proceed with the work described. If so, please indicate your approval by signing where indicated below and returning an executed copy of this proposal to our office.

Thank you,

A handwritten signature in blue ink, appearing to read "Francisco A. Alonso".

Francisco A. Alonso, P.E.
A.M.I. Engineering, LLC
12850 N. Calusa Club Dr
Miami, FL 33186
(305) 803-2569

Accepted City of North Miami Beach:

Print Name

Date

Signature

By: _____
Darvin Williams, *City Manager*

Date: _____



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

MEMORANDUM

TO: Mayor and City Commission

FROM: Darvin Williams Manager

DATE: June 16, 2026

RE: **Resolution Approving a Change Order with AMI Engineering, LLC Increasing the Annual Expenditure by \$32,000 for the Purchase of Professional Engineering Services**

Background & Details

The memorandum outlines the need for AMI's proposed supplemental engineering services to support the Public Works Department. With development activity continuing to increase, the Department requires additional assistance with plan reviews, TRAD participation, and field inspections to maintain timely service delivery and ensure full compliance with City standards and regulatory requirements. The original AMI contract & purchase order (P.O.) were done using the procurement piggyback method from a contract AMI has with the City of Sweetwater, FL. titles RFQ# 2021-01. The present active P.O. was done for FY26. However, the active contract caters for a yearly expense total of \$125,000 with an opportunity for renewal over the following fiscal year.

This proposal allows for the continued involvement of AMI, who has supported the City diligently. AMI is highly familiar with the City's engineering codes, development conditions, residents, and staff. His long-standing service reflects the trust placed in him by multiple Public Works administrations. His efficient work ethic, technical accuracy, and responsiveness have consistently contributed to maintaining high-quality plan review and inspection processes. His institutional knowledge significantly reduces onboarding time and enhances consistency in development oversight.

This year, both the Public Works and NMB Water departments benefited from design services from AMI and this resulted in the City acquiring a grant, expedited design and permitting and cost savings. However, these additional services reduced the plan review and inspections funding. As a result, the AMI proposal is presented to us to allow for continued services to take us through this fiscal year. The proposal includes a not-to-exceed fee of \$32,000. The **cumulative FY26 expenditures** to date under the AMI P.O. is \$106,885. The change order funds will be charged against the professional services account, 400821-538310, that was approved in our FY26 budget.

Recommendation

Based on the demonstrated need for supplemental engineering support, the proven performance of AMI and Mr. Compel, and the operational benefits to the municipality, approval of AMI's proposal is recommended.



**Consent Agenda
12.13.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-95 Approving Utilization of State & Federal Law Enforcement Funds for Related Police Purchases (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Resolution



Procurement Management Department

Commission Agenda Staff Report

Date: July 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 Utilization of State & Federal Law Enforcement Funds for Related Police Purchases in a not to exceed amount of \$211,000

Background

Florida Statutes Section 932.7055, authorizes the use of Law Enforcement Trust Fund monies may be utilized for authorized law enforcement purposes, provided that such expenditures are requested by the Chief of Police, accompanied by the required written certification, and approved through appropriation by the governing body of the municipality. The Department of Justice and Department of the Treasury equitable sharing guidelines require federal equitable sharing funds to be used for permissible law enforcement purposes and to supplement, not supplant, appropriated resources

the NMBPD has identified essential operational equipment, supplies, and employee wellness services eligible for funding through the Law Enforcement Trust Fund.

Chief Juan Pinellos, through a written memorandum to the City Manager, requested Mayor and City Commission approval to utilize Law Enforcement Trust Fund appropriations and certified, to the best of his knowledge, that the proposed expenditures comply with applicable federal equitable sharing guidelines and Florida law governing the use and disposition of forfeiture proceeds.

With approval to utilize a total not to exceed amount of \$211,000; inclusive of \$100,000 from the State Law Enforcement Trust Fund# 173 and \$111,000 from the Federal Law Enforcement Trust Fund#172, NMBPD desires to the purchase of essential operational equipment, supplies, and employee wellness services. As outlined below:

A. Boat Dock and Hull Protection Supplies in an amount not to exceed \$60,000.00, to protect the Police Department's marine vessel from damage caused by prolonged exposure to water, barnacles, marine growth, and hull deterioration, and to preserve the operational readiness and useful life of the vessel;

B. Traffic Trailer Digital Signs in an amount not to exceed \$36,000.00, to replace existing signs that are beyond repair and to support traffic control, road closures, evacuation routes, event parking, public messaging, emergency operations, and public safety response; and

C. Emergency Operations Center Chief Command Center Televisions in an amount not to exceed \$4,000.00, to replace outdated viewing and communication technology used during emergencies, major incidents, severe weather events, evacuation operations, traffic incidents, public safety responses, and interagency coordination.



Procurement Management Department

A. **Office Furniture** in an amount not to exceed \$35,000.00, to replace worn and outdated desks and workstations in operational and administrative areas of the Police Department, including the Detective Bureau, supervisors' offices, internal affairs office, and administrative offices;

B. **Window Shades** in an amount not to exceed \$6,000.00, to replace original, worn, broken, and outdated shades in key Police Department work areas, including the roll call room, sergeants' office, administrative offices, and conference room; and

C. **Officer Wellness Scans** in an amount not to exceed \$70,000.00, for a one-time, voluntary occupational wellness and officer-readiness initiative for sworn law enforcement personnel and designated Police Department personnel whose duties support law enforcement operations. (Officer Wellness Scan program shall not be considered part of the City's health insurance plan, employee benefits package, workers' compensation program, or any other existing City-funded medical benefit)

Recommendation

It is recommended that the Mayor and City Commission adopt the attached Resolution authorizing the City Manager or designee to use of Law Enforcement Trust Fund monies for the North Miami Beach Police Department's purchase of essential operational equipment, supplies, and employee wellness services

Fiscal Impact

The total not to exceed amount of \$211,000 shall be used for police related purchases. A portion of funds shall be utilized from two Law Enforcement Trust Funds as follows:

- State Law Enforcement Trust Fund, Fund 173, had a reported cash balance of \$914,750.00 as of April 16, 2026, and, following the requested appropriation of \$100,000.00, the projected balance will be \$814,750.00; and
- Federal Law Enforcement Trust Fund, Fund 172, had a reported cash balance of \$188,567.00 as of April 16, 2026, and, following the requested appropriation of \$111,000.00, the projected balance will be \$77,567.00.

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF LAW ENFORCEMENT OPERATIONAL EQUIPMENT, SUPPLIES, AND WELLNESS SERVICES, UTILIZING LAW ENFORCEMENT TRUST FUND FUNDS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN THOUSAND DOLLARS (\$211,000.00), INCLUSIVE OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) FROM THE STATE LAW ENFORCEMENT TRUST FUND# 173, AND ONE HUNDRED ELEVEN THOUSAND DOLLARS (\$111,000.00) FROM THE FEDERAL LAW ENFORCEMENT TRUST FUND# 172; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach Police Department (“NMBPD”) maintains Law Enforcement Trust Fund accounts for funds received pursuant to applicable state and federal law; and

WHEREAS, Section 932.7055, Florida Statutes, authorizes the use of Law Enforcement Trust Fund proceeds and interest for authorized law enforcement purposes, provided that such expenditures are requested by the Chief of Police, accompanied by the required written certification, and approved through appropriation by the governing body of the municipality; and

WHEREAS, the NMBPD has identified essential operational equipment, supplies, and employee wellness services eligible for funding through the Law Enforcement Trust Fund, and such purchases shall be made in accordance with the City's Procurement Code and applicable purchasing policies, and shall be consistent with the permissible uses established under the United States Department of Justice and the United States Department of the Treasury Equitable Sharing Program Guidelines; and

WHEREAS, the Chief of Police, through a written memorandum to the City Manager, requested Mayor and City Commission approval to utilize Law Enforcement Trust Fund appropriations and certified, to the best of his knowledge, that the proposed expenditures comply with applicable federal equitable sharing guidelines and Florida law governing the use and disposition of forfeiture proceeds; and

WHEREAS, the requested essential operational equipment, supplies, and employee wellness services serve valid law enforcement purposes, support public safety operations, enhance operational readiness, protect law enforcement assets, improve emergency response capability, and promote the continuity and effectiveness of Police Department operations; 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 of Police recommend that the City Commission approve and authorize utilization of the Law Enforcement Trust Fund for the purchase of essential operational equipment, supplies, and employee wellness services eligible for funding through the Law Enforcement Trust Fund; and

WHEREAS, the Mayor and City Commission find that it is in the best interests of the City to authorize the use of Law Enforcement Trust Fund monies for the North Miami Beach Police Department's purchase of essential operational equipment, supplies, and employee wellness services, with such expenditures to be made in accordance with the City's Procurement Code and consistent with the permissible uses established under the United States Department of Justice and the United States Department of the Treasury Equitable Sharing Program Guidelines.

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

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

Section 2. The Mayor and City Commission approve and authorize a total not to exceed amount of \$211,000; inclusive of \$100,000 from the State Law Enforcement Trust Fund# 173 and \$111,000 from the Federal Law Enforcement Trust Fund#172, for the purchase of essential operational equipment, supplies, employee wellness services, with such expenditures to be made in accordance with the City's Procurement Code and consistent with the permissible uses established under the United States Department of Justice and the United States Department of the Treasury Equitable Sharing Program Guidelines as outlined herein:

A. State Law Enforcement Trust Fund: Fund 173 (\$100,000), for the following law enforcement related purposes:

- Boat Dock and Hull Protection Supplies – \$60,000.00
- Traffic Trailer Digital Signs – \$36,000.00
- Emergency Operations Center Chief Command Center Televisions – \$4,000.00

B. Federal Law Enforcement Trust Fund: Fund 172 (\$111,000), for the following law enforcement related purposes:

- Office Furniture – \$35,000.00
- Window Shades – \$6,000.00
- Officer Wellness Scans – \$70,000.00

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

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

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

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

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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



**Consent Agenda
12.14.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Phyllis S. Smith
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-97 Development of an Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal (Commissioner Phyllis S. Smith)

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, FOR DEVELOPMENT OF AN ARTS DISTRICT; 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, arts districts stimulate local economies by attracting creative entrepreneurs, small businesses, restaurants and cafés, cultural tourism, and community markets, as well as supporting placemaking, increased foot traffic, and stronger neighborhood identity; and

WHEREAS, in order to position the City of North Miami Beach (“City”) as a regional destination for accessible community arts and cultural programming the City desires to develop a vibrant Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal that integrates performing arts, public art, historic cultural spaces, and outdoor recreation to attract residents, visitors, artists, and creative businesses; and

WHEREAS, the concept brief attached hereto as Exhibit “A” (the “Concept Brief”) proposes the creation of a North Miami Beach Arts District anchored on NE 164th Street as part of the City’s Innovation District strategy, and aligns with the economic development framework developed by the FIU Jorge M. Pérez Metropolitan Center and focuses on cultural activation, creative entrepreneurship, and place-based economic development; and

WHEREAS, the City desires to adopt the framework of the Concept Brief to inform development of an arts district in the City.

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

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

Section 2. The Mayor and City Commission hereby adopt the framework of the Concept Brief to inform development of an arts district in the City.

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

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

RESOLUTION NO. 2026-XX

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

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

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

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

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
JOSEPH S. GELLER
CITY ATTORNEYS

RESOLUTION NO. 2026-XX



**Consent Agenda
12.15.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Fortuna Smukler
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-99 Amending The City's Events Policy to Establish Standards for the use of Elected Officials' Images on City-Produced Event Materials (Commissioner Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

▣ Resolution

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S EVENTS POLICY TO ESTABLISH STANDARDS FOR THE USE OF ELECTED OFFICIALS' IMAGES ON CITY-PRODUCED EVENT MATERIALS; PROHIBITING THE PLACEMENT OF THE FACE OR INDIVIDUAL PORTRAIT OF THE MAYOR OR ANY SINGLE MEMBER OF THE CITY COMMISSION ON FLYERS, POSTERS, DIGITAL GRAPHICS, SOCIAL MEDIA POSTS, OR OTHER PROMOTIONAL MATERIALS PRODUCED, PRINTED, OR DISSEMINATED BY THE CITY, EXCEPT WHEN SUCH ELECTED OFFICIAL IS PARTICIPATING AS A SPEAKER, PANELIST, MODERATOR, PRESENTER, OR FEATURED PARTICIPANT IN THE EVENT; REQUIRING THAT EVENTS SPONSORED BY THE MAYOR OR MEMBERS OF THE CITY COMMISSION BE APPROVED ONLY BY RESOLUTION PREPARED BY CITY STAFF AND NOT BY MOTION ALONE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is committed to maintaining the public's confidence that municipal resources are used solely for legitimate governmental purposes and not for the promotion of individual elected officials; and

WHEREAS, City-funded event materials should promote the event itself, the services being provided, and the City of North Miami Beach rather than any individual elected official; and

WHEREAS, the City Commission recognizes that City-produced promotional materials should present a consistent, professional, and nonpartisan appearance that reflects the institution of the City rather than individual officeholders; and

WHEREAS, there are limited circumstances in which the inclusion of an elected official's photograph is appropriate, such as when that official is serving as a featured speaker, moderator, panelist, presenter, keynote speaker, or otherwise participating in the substantive program of the event; and

WHEREAS, the City Commission further finds that events sponsored by the Mayor or individual Commissioners should be reviewed by City Administration for fiscal, operational, legal, and policy implications prior to Commission approval; and

WHEREAS, requiring such events to be approved by formal resolution prepared by City staff promotes transparency, ensures adequate fiscal review, and provides a complete legislative record of the City's actions; and

WHEREAS, the City Commission finds that these amendments further the public interest by promoting fairness, consistency, accountability, and responsible stewardship of public resources.

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 hereby ratified and incorporated herein as if fully set forth.

Section 2. Amendment to the City's Events Policy.

The City's Events Policy is hereby amended to include the following provisions:

A. Use of Images of Elected Officials

1. No flyer, invitation, poster, banner, brochure, social media graphic, digital advertisement, video graphic, website announcement, printed publication, or other promotional material produced, printed, funded, or disseminated by the City shall include the face, portrait, or individual likeness of the Mayor or any single member of the City Commission.
2. The foregoing prohibition shall not apply when the Mayor or a Commissioner is participating in the event in an official programmatic capacity, including but not limited to serving as:
 - keynote speaker;
 - featured speaker;
 - moderator;
 - panelist;
 - presenter;
 - master of ceremonies; or
 - other substantially similar role as determined by the City Manager.
3. When multiple elected officials are participating together in an official capacity, the promotional materials may include a group photograph or individual photographs of all participating officials, provided that such images are directly related to the program content.
4. Nothing herein shall prohibit the inclusion of:
 - the official City seal;
 - City logos;
 - departmental branding;
 - event logos;
 - sponsor logos; or

- photographs depicting the event itself, City facilities, residents, or community activities, provided such images are not intended to promote any individual elected official.

B. Approval of Commission-Sponsored Events

1. Any event proposed to be sponsored by the Mayor or any member of the City Commission that requires:
 - expenditure of City funds;
 - use of City personnel;
 - use of City facilities;
 - City marketing resources;
 - City logistical support; or
 - official designation as a City event,shall be approved only by formal resolution.
2. Such resolution shall:
 - be prepared by City staff;
 - include a fiscal impact statement;
 - identify the department responsible for implementation;
 - identify the source of funding;
 - identify any staffing or operational impacts; and
 - be reviewed in accordance with the City's normal agenda preparation process.
3. No Commission-sponsored event shall be approved solely by motion from the floor without an accompanying staff-prepared resolution.
4. Nothing herein shall prohibit ceremonial recognitions, proclamations, or purely ministerial actions that do not establish or sponsor a City event or require the expenditure of City resources.

Section 3. Implementation.

The City Manager is authorized and directed to revise all administrative procedures, forms, event guidelines, and promotional standards as necessary to implement this Resolution and ensure

compliance by all City departments.

Section 4. Conflicts.

All resolutions, policies, procedures, or portions thereof in conflict with this Resolution are hereby superseded to the extent of such conflict.

Section 5. 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.

Section 6. Effective Date.

This Resolution shall become effective immediately upon its adoption.

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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
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By: Mayor and City Commission



**Consent Agenda
12.16.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	City Attorney's Office
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-100 Approval of Settlement Agreement and Mutual Release By and Among Giancarlo Schwarz and Diana Schwarz (Sponsored by City Attorney's Office)

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, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG GIANCARLO SCHWARZ AND DIANA SCHWARZ, AS PARENTS AND NATURAL GUARDIANS OF G.S., A MINOR, AND THE CITY OF NORTH MIAMI BEACH; 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, a lawsuit was filed against the City of North Miami Beach, in the matter styled *Giancarlo Schwarz and Diana Schwarz, as parents and natural guardians of G.S., a minor* (“Schwarz”) v. *City of North Miami Beach* (“City”), in the Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 2025-001578-CA-01(the “Lawsuit”); and

WHEREAS, the parties now wish to settle fully and finally all disputes, claims, and causes of action that have been or could have been brought by the Schwarz against the Releasee arising out of the facts and circumstances alleged in the Lawsuit; and

WHEREAS, the Mayor and City Commission hereby find the Settlement Agreement and Mutual Release in the amount of One Hundred Forty-Two Thousand One Hundred Eighty-One Dollars and 88/100 (\$142,181.88) between Schwarz and the City, attached hereto as Exhibit “A”, and made a part of this Resolution, to be in the best interest of the City and Schwarz.

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 approve the Settlement Agreement and Mutual Release in the amount of One Hundred Forty-Two Thousand One Hundred Eighty-One Dollars and 88/100 (\$142,181.88) between Schwarz and the City, in substantially the form attached hereto as Exhibit “A”.

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

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

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

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

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

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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 July 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: City Attorney's Office



**Consent Agenda
12.17.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	City Attorney's Office
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-101 Approval of Settlement Agreement and Mutual Release By and Among Victor Mora (Sponsored by City Attorney's Office)

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, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG VICTOR MORA, AND THE CITY OF NORTH MIAMI BEACH; 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, a lawsuit was filed against the City of North Miami Beach, in the matter styled *Victor Mora* (“Mora”) v. *City of North Miami Beach* (“City”), in the Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 2024-010533-CA-01 (the “Lawsuit”); and

WHEREAS, the parties now wish to settle fully and finally all disputes, claims, and causes of action that have been or could have been brought by the Mora against the Releasee arising out of the facts and circumstances alleged in the Lawsuit; and

WHEREAS, the Mayor and City Commission hereby find the Settlement Agreement and Mutual Release in the amount of of Sixty-Two Thousand and Five Hundred Dollars (\$62,500.00) between Mora and the City, attached hereto as Exhibit “A”, and made a part of this Resolution, to be in the best interest of the City and Mora.

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 approve the Settlement Agreement and Mutual Release in the amount of of Sixty-Two Thousand and Five Hundred Dollars (\$62,500.00) between Mora and the City, in substantially the form attached hereto as Exhibit “A”.

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

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

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

process.

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

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

[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 July 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: City Attorney's Office



**Legislation
14.1.**

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:	
DATE:	July 21, 2026

RE: Ordinance No. 2026-04 (Second Reading) Noise Ordinance (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

📎 Ordinance 2026-04

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 violations 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 using a tier system listed below:
 - a) \$150.00 second offense
 - b) \$300.00 third offense
 - c) \$500.00 any offense there after
- c. Each occurrence of a violation may be treated as a separate violation for enforcement purposes, regardless of whether the violations occur on the same day.
- d. Contractors and service personnel have a sixty(60) day grace period.
- e. Each fine will be associated with the property or asset originally cited.
- f. 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 the first reading by the City of North Miami Beach City Commission at the regular meeting assembled this **26th day of March, 2026**.

APPROVED AND ADOPTED on second reading by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July, 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

SPONSORED BY: Commissioner Lynn Su



**Legislation
14.2.**

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 City Manager Darvin Williams
VIA:	City Manager Darvin Williams
DATE:	July 21, 2026

RE: Ordinance No. 2026-11 (Second Reading) Adopting the North Miami Beach Water Supply Plan as a Part of the City's Comprehensive Plan (Sponsored By City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance
- ☐ Public Notice



ATTACHEMENT I

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

STAFF REPORT – CITY COMMISSION MEETING

Meeting Date: 06/16/2026	Case Number: 26-09	Name: NMB Water Supply Plan Update
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REQUEST

An ordinance of the City of North Miami Beach establishing standards and requirements for Water Supply Plan based Comprehensive Plan Text Amendment Ordinance. This Ordinance amends relevant portions of the Intergovernmental Coordination Element

BACKGROUND

Background: The Intergovernmental Coordination, Infrastructure, Capital Improvement, Conservation and Future Land Use Elements of the City of North Miami Beach's Comprehensive Plan provide the objectives and policies for the provision and coordination of potable water service within the city. Within these elements, population projections are provided to coordinate and ensure the defined level of service can be achieved within the planning period, potential deficiencies are identified and addressed, and coordinating plans are referenced to align information. This update provides necessary revisions to ensure a coordinated water supply plan.

Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan. The 2023-2024 Lower East Coast Water Supply Plan Update (2023-2024 LEC Plan Update) was adopted by the District's Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by March 23, 2026.

Project Staff Planner: Zafar Ahmed Director Community Development Department	Review Dates: <u>Planning & Zoning Board:</u> 05/11/2026 <u>City Commission Meeting:</u> 06/16/2026 – 1 st Reading 07/21/2026 – 2 nd Reading	Attachment: I. Staff Report II. DRAFT resolution – Including Exhibit A III. Presentation
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The State of Florida requires that the 10-year Water Supply Facilities Work Plan 2025 Update addresses the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections and water demands, must span at least a 10-year planning period and be consistent with the 2023-2024 LEC Plan Update. The data presented herein are for the planning period through the year 2045.

STAFF FINDINGS

Staff Analysis:

Proposed additions to the existing City of North Miami Beach Infrastructure Element Comprehensive Plan text are indicated by underline. Removal of text is indicated with strikethrough.

Proposed Amendment

Intergovernmental Coordination Element

Policy 1.9.6

The development of future potable water supplies and the City of North Miami Beach 2025 10-Year Water Supply Facilities Work Plan adopted on XX, shall consider, and be compatible, with the South Florida Water Management District's 2023-2024 Lower East Coast Regional Water Supply Plan.

Infrastructure Element

Policy 1.2.4

Potable Water. The City's water system shall provide ~~121~~ 140.3 gallons per capita per day at a pressure of 40 pounds per square inch.

Policy 1.3.1

Continue to review and update as necessary the City's Code's and Ordinances ~~Water Conservation Program Plan dated August 2014~~, based on the SFWMD requirements and in support of the goals and objectives of the Lower East Coast Water Supply Plan and updates to assist in guiding water resource management.

Policy 1.3.13

The City shall continue to implement the requirements of Water Use Permit "RE-ISSUE 13-00060-W permitted through ~~February 11, 2029~~ August 9, 2027 by SFWMD and as described in the City's ~~2020~~ 2025 10-Year Water Supply Facilities Work Plan to further increase its utilization of raw water as an Alternative Supply.

Policy 1.7.1

The City of North Miami Beach Water Supply Facilities Work Plan (Work Plan) as adopted on XX, is incorporated by reference in the Comprehensive Plan. This document is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the City's water demands till ~~2030~~ 2045. The Work Plan shall remain consistent with the City's Water Use Permit renewals and with projects as listed in the SFWMD's Lower East

Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5-years and within 18 months after the SFWMD's approval of an updated Lower East Coast Regional Water Supply Plan.

Policy 1.7.2

The basis for developing and updating the City's 10-Year Work Plan will be the current approved version of SFWMD's ~~2018~~ 2023-2024 Lower East Coast Regional Supply Plan.

Policy 1.7.3

The City shall coordinate appropriate aspects of its Comprehensive Plan with the jurisdictions within its water service area and the SFWMD's ~~2018~~ 2023-2024 Lower East Coast Regional Water Supply Plan. The City shall amend its Comprehensive Plan and Water Supply Facilities Work Plan as required to provide consistency with the District plan.

Policy 1.8.3

In the development of its future potable water supplies the City shall to the maximum extent feasible, utilize methods which preserve the integrity of the Floridian Aquifer and are compatible with the SFWMD's ~~2018~~ 2023-2024 Lower East Coast Regional Water Supply Plan, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

Capital Improvement Element

Policy 1.2.1

Water supply system: shall meet a level of service of ~~121~~ 140.3 gallons per person per day at 40 lbs/sq. inch pressure.

Conservation Element

Policy 1.2.3

Utilize the City's Code's and Ordinances, and in support of the goals and objectives of the SFWMD and the ~~2023-2024~~ Lower East Coast Water Supply Plan adopted on September 23, 2024, to assist in guiding water resource management.

Policy 1.2.7

The implementation of the 2025 10-Year Water Supply Facilities Work Plan shall ensure that sufficient water supplies and public facilities are available to serve the water supply demands of North Miami Beach and the other cities and portions of Miami-Dade County within the water service area

Future Land Use Element

Policy 1.1.7

The City through its Land Development Regulations and in coordination with the ~~2020~~ 2025 10-Year Water Supply Facilities Work Plan adopted on XX will coordinate current land uses and any future land use changes with the availability of water supply system.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The City of North Miami Beach Water Supply Facilities Work Plan as adopted on XX, is incorporated by reference in the Comprehensive Plan.

RECOMMENDED MOTION:

Move to recommend approval to the Mayor and City Commission of Ordinance [YEAR]-[XX] [TITLE], [BRIEF LISTING, finding it is consistent with [FLORIDA STATUTE – IF NEEDED] and 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 Water Supply Plan based Comprehensive Plan Text Amendment Ordinance will clarify regulatory requirements for The Intergovernmental Coordination, Infrastructure, Capital Improvement, Conservation and Future Land Use Elements of the City of North Miami Beach's Comprehensive Plan provide the objectives and policies for the provision and coordination of potable water service within the city. Within these elements, population projections are provided to coordinate and ensure the defined level of service can be achieved within the planning period, potential deficiencies are identified and addressed, and coordinating plans are referenced to align information. This update provides necessary revisions to ensure a coordinated water supply plan. It is not anticipated to have any substantive fiscal impact on the City of North Miami Beach.

Ordinance 2026-XX

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY OF NORTH MIAMI BEACH WATER SUPPLY PLAN, APPROVING A TEXT AMENDMENT TO THE CITY COMPREHENSIVE PLAN'S INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONSERVATION ELEMENT, AND THE FUTURE LAND USE ELEMENT; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, Part II, known as the Community Planning Act (the "Act"), requires, authorizes, and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans to guide development within the City and further authorizes the City Council of the City of North Miami Beach to plan for the City's future development, and growth to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations, and to establish, support and maintain procedures to carry out the provision and purposes of such Act; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Section 163.3177 provides for the required elements of the Comprehensive Plan; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Section 163.3177(6)(c) provides for the requirement of an element in the Comprehensive Plan addressing general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge correlated to principles and guidelines for future land use and which indicates ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area; and

WHEREAS, Chapter 163, Florida Statutes provides for the process by which a City's Comprehensive Plan may be amended; and

WHEREAS, the City's Planning and Zoning Board, as the Local Planning Agency, pursuant to Florida Statutes and Florida Administrative Rules, held a duly noticed public hearing on May 11, 2026, reviewed the proposed amendments to the City's Comprehensive Plan text and determined that this application is consistent with the Comprehensive Plan and appropriate to the future land uses within the City and recommended approval to the City Commission by a vote of X to X; and

WHEREAS, the City Commission held a public hearing on June 16, 2026, for the adoption of the proposed Comprehensive Plan Amendments to receive and address comments related

to the Comprehensive Plan; and to be in compliant accordance with the requirements of Chapter 163, Florida Statutes, Part II, Section 163.3177(6)(c)3; and

WHEREAS, the Mayor and City Commission believes the Amendments adopted by this Ordinance are consistent with the City of North Miami Beach Comprehensive Plan and its goals, objectives and policies and it is in the best interest of the public to amend the Comprehensive Plan by adopting the proposed amendments to the Infrastructure Element text; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of North Miami Beach, Florida.

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Pursuant to Chapter 163, Florida Statutes, the City Commission of the City of North Miami Beach, Florida, hereby amends the Intergovernmental, Infrastructure, Capital Improvement, Future Land Use and Conservation Elements of its current Comprehensive Plan by adopting the below text which shall be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is available with the City Clerk and on the City's website at www.citynmb.com. The Infrastructure Element shall be amended as follows:

Intergovernmental Coordination Element

Policy 1.9.6

The development of future potable water supplies and the City of North Miami Beach_2025 10-Year Water Supply Facilities Work Plan adopted on XX, shall consider, and be compatible, with the South Florida Water Management District's 2023-2024 Lower East Coast Regional Water Supply Plan.

Infrastructure Element

Policy 1.2.4

Potable Water. The City's water system shall provide 140.3 gallons per capita per day at a pressure of 40 pounds per square inch.

Policy 1.3.1

Continue to review and update as necessary the City's Code's and Ordinances based on the SFWMD requirements and in support of the goals and objectives of the Lower East Coast Water Supply Plan and updates to assist in guiding water resource management.

Policy 1.3.13

The City shall continue to implement the requirements of Water Use Permit “RE-ISSUE 1300060-W permitted through August 9, 2027 by SFWMD and as described in the City’s 2020 2025 10-Year Water Supply Facilities Work Plan to further increase its utilization of raw water as an Alternative Supply.

Policy 1.7.1

The City of North Miami Beach Water Supply Facilities Work Plan (Work Plan) as adopted on XX, is incorporated by reference in the Comprehensive Plan. This document is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the City’s water demands till 2030 2045. The Work Plan shall remain consistent with the City’s Water Use Permit renewals and with projects as listed in the SFWMD’s Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5-years and within 18 months after the SFWMD’s approval of an updated Lower East Coast Regional Water Supply Plan.

Policy 1.7.2

The basis for developing and updating the City’s 10-Year Work Plan will be the current approved version of SFWMD’s 2023-2024 Lower East Coast Regional Supply Plan.

Policy 1.7.3

The City shall coordinate appropriate aspects of its Comprehensive Plan with the jurisdictions within its water service area and the SFWMD’s 2023-2024 Lower East Coast Regional Water Supply Plan. The City shall amend its Comprehensive Plan and Water Supply Facilities Work Plan as required to provide consistency with the District plan.

Policy 1.8.3

In the development of its future potable water supplies the City shall to the maximum extent feasible, utilize methods which preserve the integrity of the Floridian Aquifer and are compatible with the SFWMD’s 2023-2024 Lower East Coast Regional Water Supply Plan, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

Capital Improvement Element

Policy 1.2.1

Water supply system: shall meet a level of service of 140.3 gallons per person per day at 40 lbs/sq. inch pressure.

Conservation Element

Policy 1.2.3

Utilize the City's Code's and Ordinances, which are in support of the goals and objectives of the SFWMD and the 2023-2024 Lower East Coast Water Supply Plan adopted on September 23, 2024, to assist in guiding water resource management.

Policy 1.2.7

The implementation of the 2025 10-Year Water Supply Facilities Work Plan shall ensure that sufficient water supplies and public facilities are available to serve the water supply demands of North Miami Beach and the other cities and portions of Miami-Dade County within the water service area

Future Land Use Element

Policy 1.1.7

The City through its Land Development Regulations and in coordination with the 2025 10-Year Water Supply Facilities Work Plan adopted on XX will coordinate current land uses and any future land use changes with the availability of water supply system.

Section 3. This infrastructure element amendment is hereby approved for transmittal by the Director of the Community Development Department or designee to the State Land Planning Agency (FLCOMMERCE) and other agencies as provided under Chapter 163, Part II of the Florida Statutes.

Section 4. Inclusion in the Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the City of North Miami Beach.

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process

Section 7. 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, 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 be effective pursuant to Chapter 163, Part II of the Florida Statutes

APPROVED BY TITLE ONLY on 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
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

Note: Proposed additions to the existing City's Comprehensive Plan text are indicated by
underline.



**CITY OF NORTH MIAMI BEACH
PUBLIC HEARING NOTICE**

The City of North Miami Beach will hold a public hearing on
Tuesday, June 16, 2026, at 6:00 P.M.
City Hall, Commission Chambers, 2nd Floor 17011 NE 19th Avenue
North Miami Beach, FL 33162

The meeting agenda is available online at:
WWW.CITYNMB.COM

Any person requiring special accommodation to access this hearing is asked to advise the City at least 5 days before the hearing by contacting the City Clerk at 305-787-6001

PUBLIC COMMENTS

Public comments will be accepted by the following means:
By e-mail to

NMBCOMDEV@CITYNMB.COM

Public comments will be accepted until 4:00 PM on the day of the meeting

NOTICE IS HEREBY GIVEN that on Tuesday, June 16, 2026, at 6:00 p.m. the City of North Miami Beach City Commission will hold a Public Hearing to consider a text amendment to the City's Comprehensive Plan. The City Commission will consider this item for FIRST READING. The Hearing will take place at the City of North Miami Beach City Hall, Commission Chambers, 2nd Floor, 17011 NE 19th Avenue, North Miami Beach, FL 33162. **submitted by the Interim Community Development Director, Sol Bankole.**

The City of North Miami Beach proposes adopting the following ordinance:

Ordinance #2026-XX

AN ORDINANCE OF THE PLANNING BOARD OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY OF NORTH MIAMI BEACH WATER SUPPLY PLAN, APPROVING A TEXT AMENDMENT TO THE CITY COMPREHENSIVE PLAN'S INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONSERVATION ELEMENT, AND THE FUTURE LAND USE ELEMENT; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding any of these items, feel free to contact the Community Development Department at 305-948-2966 or nmbcomdev@citynmb.com located at 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00 AM - 5:00 PM.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYING ACTIVITIES

In accordance with Section 2-161 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities.



**Legislation
14.3.**

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

Ordinance No. 2026-12 (Second Reading) Amending The Infrastructure Element Policy as Part of
RE: Evaluation and Appraisal Report Based Amendments of the City's Comprehensive Plan (Sponsored by
City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance
- ☐ Public Notice



ATTACHEMENT I

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

STAFF REPORT – CITY COMMISSION MEETING

Meeting Date: 06/16/2026	Case Number: 26-08	Name: Evaluation and Appraisal Report - Infrastructure Element Comprehensive Plan Text Amendment Ordinance
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REQUEST

Evaluation and Appraisal Report and Infrastructure Element Comprehensive Plan Text Amendment Ordinance

BACKGROUND

Evaluation and appraisal of a City's comprehensive plan are conducted at least once every seven years, and Chapter 163 of the Florida Statutes requires review of 10 and 20-year population projections, traffic projections, a review of land use and housing, and other requirements by the state, such as adoption of a Property Rights Element and aspects such as septic to sewer conversion feasibility.

Land use and housing are linked to the population in terms of understanding the need for housing. Population projections as seen in the enclosed shows that North Miami Beach's population is expected to be stable before beginning to decline after 2035 (Source: University of Florida BEBR, University of Florida Shimberg Center).

The city then reviewed this data against its land use, taking into account the acreage of the various land use categories that permit for residential use. Based on existing density regulations, 53,455 units can be built in the city. Similar to Miami-Dade County, the City's average household size is 2.74, allowing a population capacity that far exceeds its project population's needs. Therefore, no

Project Staff Planner: Zafar Ahmed Director Community Development Department	Review Dates: <u>Planning & Zoning Board:</u> 05/11/2026 <u>City Commission Meeting:</u> 06/16/2026 – 1 st Reading 07/21/2026 – 2 nd Reading	Attachment: I. Staff Report II. DRAFT resolution – Including Exhibit A III. Presentation
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changes to the Future Land Use Map is warranted on the basis of population, land use, and housing review.

The City's projected transportation network needs were projected to determine traffic levels on major roadways through 2050. The traffic projections were conducted utilizing Florida Department of Transportation sources and then critically evaluated by planning staff. Based on the review, no changes to roadway classifications are needed. The City does have several roadway segments that will be at unacceptable level of service from a traffic standpoint, and it is important for the city to continue to pursue funding for projects that will increase multimodal options to meet transportation needs.

The City has engaged in the past to move towards full septic conversion to sewer, and currently has both County and City service areas for both sewer and those unserved by the sewer system. Within the County area, the City relies on the County to continue to implement new system as financially feasible. The City supports the County in this regard via policies designed to require new major developments to have sewer connections. In various areas, the County has made improvements that align with future capacity needs for certain levels of conversions. However, in many of these cases, placing an immediate conversion rule may provide for undue hardship to a single family residence in many of these areas, which then requires considerations of financial assistance to avoid other issues, including displacement of residents. Within the City's septic areas, generally in the south of the city as seen in the enclosed map, the city has previously engaged in programs for septic to sewer conversion, such as for Washington Park. However, this conversion requires the development of additional capacity and sewer lines. For neighborhoods such as Washington Park, financial feasibility is the main concern; special district assessments are difficult in light of the socioeconomics of the area, and the project has not proceeded due to local needs. In recent years, the city has also found its general revenue constrained or potentially constrained, including with recent discussions on property taxes that are ongoing with the State Legislature. Thus, the city's current policy stance is to seek out funding as much as possible from outside the city, as well as continue to require new development to fund their fair share and connect to the sewer system as available. This approach requires amendments to the comprehensive plan for supporting policies.

The Public Infrastructure Element of the City of North Miami Beach Comprehensive Plan provides the objectives and policies for the provision of general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge. The goal of the Infrastructure Element is to provide and maintain the public infrastructure in a manner that will ensure public health, safety and quality of life. Furthermore, this will also facilitate the development of adequate public infrastructure to serve the appropriate growth and development of the City with appropriate consideration to managing important natural resources. The Public Infrastructure Element is divided into eight objective sections with various policies addressing elements of infrastructure.

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and,

for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

The City of North Miami Beach lies within multiple sanitary sewer services areas (exhibit 1) that dictate the type of service available and the service provider responsible for providing the service. Within these areas, which include served and unserved areas of the county, North Miami Beach, North Miami, and Opa Locka, the city's residential properties are primarily served by septic systems. The city has had a longstanding goal, now officially promoted by state legislation and county efforts, to convert these septic systems to sanitary sewer connections.

As part of this Comprehensive plan update, the city is reaffirming their commitment to advancing this conversion in a financially feasible way. Past efforts to study the cost of converting homes on Washington Park to the sanitary sewer system indicated an immense cost barrier that rendered the project not feasible. This amendment is intended to spur additional research and finding efforts to support the citywide conversion through the creation of a Septic to Sewer Master Plan.

STAFF FINDINGS

Proposed additions to the existing City of North Miami Beach Infrastructure Element Comprehensive Plan text are indicated by underline. Removal of texts are indicated with ~~strikethrough~~.

Proposed Amendment:

IV Infrastructure Element Goals, Objectives and Policies

Goal 1

To provide and maintain the public infrastructure in a manner that will insure public health, safety and quality of life.

Objective 1.1

Continue to provide new or improved sewer collection, drainage and/or potable water systems in accordance with the Capital Improvements Schedule, as it is annually updated.

Policy 1.1.1

The City shall ensure provision of sanitary sewer service in accordance with its adopted Level of Service standard. The city shall continue to explore grant opportunities and other funding mechanisms for septic to sewer conversion to ease the financial burden and ensure conversion to septic sewer is financially feasible.

Policy 1.1.6

The City shall continue to transmit its wastewater and sanitary sewer flow to the North District Wastewater Treatment Plant (NDWWTP) owned and operated by Miami-Dade County Water and Sewer Department. The City will collaborate with Miami-Dade County on all future development projects within the district. This collaboration will ensure that the city's development processes incorporate Miami-Dade County's commitments regarding system capacities.

- A. (The City of North Miami Beach is a volume sewer customer of Miami-Dade County Water and Sewer Department.
- B. As of 2025, the treatment facility permitted capacity is 120 Million Gallons per Day (MGD).
- C. Projected Influent Flow for 2025 is 105.25 MGD.
- D. Projected Influent Flow for the year 2040 is 122.58 MGD.
- E. Influent flow projections include both anticipated demand due to growth and development/redevelopment as well as septic to sewer conversion.
- F. New flow projections will be available upon completion of the Miami-Dade County Utility Master Plan and is subject to the regulations of Miami-Dade County.

Policy 1.1.7

A timeline for the construction of any sanitary sewer determined to be feasible is subject to available funding, materials availability, bidding, construction schedules, and as determined by the Miami-Dade County Utility Master Plan.

Objective 1.3

Maintain and expand water conservation, water reuse, and alternative water supply programs.

Policy 1.3.13

The City shall continue to ~~implement the requirements of Water Use Permit "RE-ISSUE 13-00060-W"~~ issued on August 9, 2007 June 11, 2012 utilize the most recent Water Use Permit issued by the South Florida Water Management District (SFWMD) and as described in the City's 10-Year Water Supply Facilities Work Plan to further increase its utilization of raw water as an Alternative Supply.

Objective 1.5

Maximize use of existing sewer and water lines by extending such lines to vacant land at the developer's sole expense unless the project serves an overriding public need as identified by the City in the Capital Improvement Element.

Measure: annual increase in sewer and water use affecting existing lines resulting from extensions of such facilities to vacant land.

Policy 1.5.2

The City shall undertake the creation of a septic to sewer master plan by 2028. This plan will analyze the feasibility of providing sanitary sewer service within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka Septic System) per one (1) acre per s. 163.3177(6)c3, F.S., where they exist within the City of North Miami Beach Sewer Service Area.

Policy 1.5.3

The City shall coordinate the City's Capital Improvement Program with the findings and recommendations of the septic to sewer master plan to eliminate septic system areas within the City of North Miami Beach which are within the City of North Miami Beach Sewer Service Area including project prioritization and the pursuit of alternative funding strategies.

Policy 1.5.4

The City shall coordinate with the Miami-Dade County Water and Sewer Department to work towards eliminate septic system areas within the City of North Miami Beach which are within the Miami-Dade County Sewer Service Area including project prioritization and the pursuit of alternative funding strategies.

Policy 1.5.5

Presently, the City of North of Miami Beach is not located in the Basin Management Action Plan (BMAP) area.

- A. Should the waters surrounding North Miami Beach become part of a BMAP in the future, the City shall establish guidelines for infrastructure planning, prioritization, and funding of Capital Improvement Projects (CIPs).
- B. The goal is to ensure that infrastructure development supports environmental sustainability, promotes water quality, and complies with the management goals outlined in the BMAP.
- C. Funding opportunities such as grants and state-wide funding will need to be identified, prioritized and assessed annually should we be mandated to comply with future state and/or federal requirements.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The City of North Miami Beach Water Supply Facilities Work Plan as adopted on XX, is incorporated by reference in the Comprehensive Plan.

RECOMMENDED MOTION:

Move to recommend approval of Ordinance 2026-XX, 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 Water Supply Plan based Comprehensive Plan Text Amendment Ordinance will clarify regulatory requirements for The Intergovernmental Coordination, Infrastructure, Capital Improvement, Conservation and Future Land Use Elements of the City of North Miami Beach's Comprehensive Plan provide the objectives and policies for the provision and coordination of potable water service within the city. Within these elements, population projections are provided to coordinate and ensure the defined level of service can be achieved within the planning period, potential deficiencies are identified and addressed, and coordinating plans are referenced to align information. This update provides necessary revisions to ensure a coordinated water supply plan. It is not anticipated to have any substantive fiscal impact on the City of North Miami Beach.

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE INFRASTRUCTURE ELEMENT POLICY AS PART OF EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS, TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT (AWT); PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, Part II, known as the Community Planning Act (the "Act"), requires, authorizes, and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans to guide development within the City of North Miami Beach (the "City") and further authorizes the City Commission to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations, and to establish, support and maintain procedures to carry out the provision and purposes of the Act; and

WHEREAS, Section 163.3177 of the Act provides for the required elements of the Comprehensive Plan; and

WHEREAS, Section 163.3177(6)(c) of the Act provides for the requirement of an element in the Comprehensive Plan addressing general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge correlated to principles and guidelines for future land use and which indicates ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area; and

WHEREAS, the Act provides for the process by which a city's Comprehensive Plan may be amended; and

WHEREAS, the City's Planning and Zoning Board, as the Local Planning Agency, pursuant to Florida Statutes and Florida Administrative Rules, held a duly noticed public hearing on May 11, 2026, reviewed the proposed amendments to the City's Comprehensive Plan text and determined that this application is consistent with the Comprehensive Plan and appropriate to the future land uses within the City and recommended approval to the City Commission by a vote of X to X ; and

WHEREAS, the City Commission held a public hearing on June X, 2026, for the adoption of the proposed Comprehensive Plan Amendments to receive and address comments related

to the Comprehensive Plan; and to be in compliant accordance with the requirements of Chapter 163, Florida Statutes, Part II, Section 163.3177(6)(c)3.; and

WHEREAS, the Mayor and City Commission believes the Amendments adopted by this Ordinance are consistent with the City of North Miami Beach Comprehensive Plan and its goals, objectives and policies and it is in the best interest of the public to amend the Comprehensive Plan by adopting the proposed amendments to the Infrastructure Element text.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of North Miami Beach, Florida.

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Pursuant to Chapter 163, Florida Statutes, the City Commission of the City of North Miami Beach, Florida, hereby amends the Intergovernmental, Infrastructure, Capital Improvement, Future Land Use and Conservation Elements of its current Comprehensive Plan by adopting the below text which shall be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is available with the City Clerk and on the City's website at www.citynmb.com. The Infrastructure Element shall be amended as follows:

Infrastructure Element

IV. Infrastructure Element

Goals, Objectives, and Policies

Goal 1

To provide and maintain the public infrastructure in a manner that will ensure public health, safety and quality of life.

Objective 1.1

Continue to provide new or improved sewer collection, drainage and/or potable water systems in accordance with the Capital Improvements Schedule, as it is annually updated.

Policy 1.1.1

The City shall ensure provision of sanitary sewer service in accordance with its adopted Level of Service standard. The city shall continue to explore grant opportunities and other funding mechanisms for septic-to-sewer conversion to ease

the financial burden and ensure that conversion to septic-to-sewer is financially feasible.

Policy 1.1.6

The City shall continue to transmit its wastewater and sanitary sewer flow to the North District Wastewater Treatment Plant (NDWWTP) owned and operated by Miami-Dade County Water and Sewer Department. The City will collaborate with Miami-Dade County on all future development projects within the district. This collaboration will ensure that the city's development processes incorporate Miami-Dade County's commitments regarding system capacities.

- (a). The City of North Miami Beach is a volume sewer customer of Miami-Dade County Water and Sewer Department.
- (b). As of 2025, the treatment facility permitted capacity is 120 Million Gallons per Day (MGD).
- (c). Projected Influent Flow for 2025 is 105.25 MGD.
- (d). Projected Influent Flow for the year 2040 is 122.58 MGD.
- (e). Influent flow projections include both anticipated demand due to growth and development/redevelopment as well as septic to sewer conversion.
- (f). New flow projections will be available upon completion of the Miami-Dade County Utility Master Plan and is subject to the regulations of Miami-Dade County.

Policy 1.1.7

A timeline for the construction of any sanitary sewer determined to be feasible is subject to available funding, materials availability, bidding, construction schedules, and as determined by the Miami-Dade County Utility Master Plan

Objective 1.3

Maintain and expand water conservation, water reuse, and alternative water supply programs.

Policy 1.3.13

The City shall continue to ~~implement the requirements of Water Use Permit "RE ISSUE 13-00060-W" issued on August 9, 2007 June 11, 2012~~ utilize the most recent Water Use Permit issued by the South Florida Water Management District (SFWMD) and as described in the City's 10-Year Water Supply Facilities Work Plan to further increase its utilization of raw water as an Alternative Supply.

Objective 1.5

Maximize use of existing sewer and water lines by extending such lines to vacant land at the developer's sole expense unless the project serves an overriding public need as identified by the City in the Capital Improvement Element.

Measure: annual increase in sewer and water use affecting existing lines resulting from extensions of such facilities to vacant land.

Policy 1.5.2

The City shall undertake the creation of a septic-to-sewer master plan by 2028.

This plan will analyze the feasibility of providing sanitary sewer service within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka Septic System) per one (1) acre per s. 163.3177(6)c3, F.S., where they exist within the City of North Miami Beach Sewer Service Area.

Policy 1.5.3

The City shall coordinate the City's Capital Improvement Program with the findings and recommendations of the septic to sewer master plan to eliminate septic system areas within the City of North Miami Beach, which are within the City of North Miami Beach Sewer Service Area, including project prioritization and the pursuit of alternative funding strategies.

Policy 1.5.4

The City shall coordinate with the Miami-Dade County Water and Sewer Department to work towards eliminating septic system areas within the City of North Miami Beach, which are within the Miami-Dade County Sewer Service Area, including project prioritization and the pursuit of alternative funding strategies.

Policy 1.5.5

Presently, the City of North of Miami Beach is not located in the Basin Management Action Plan (BMAP) area.

- (a). Should the waters surrounding North Miami Beach become part of a BMAP in the future, the City shall establish guidelines for infrastructure planning, prioritization, and funding of Capital Improvement Projects (CIPs).
- (b). The goal is to ensure that infrastructure development supports environmental sustainability, promotes water quality, and complies with the management goals outlined in the BMAP.
- (c). Funding opportunities such as grants and state-wide funding will need to be identified, prioritized and assessed annually should

we be mandated to comply with future state and/or federal requirements.

Policy 1.5.6

The City will identify inefficiencies in the wastewater collection system and develop wastewater capital improvement projects to eliminate these deficiencies and improve the reliability in the wastewater system. The City shall continue to prioritize improvements to the sanitary sewer collection system based on the *Utility Master Plan* and available funding sources.

Section 3. This infrastructure element amendment is hereby approved for transmittal by the Director of the Community Development Department or designee to the State Land Planning Agency (FLCOMMERCE) and other agencies as provided under Chapter 163, Part II of the Florida Statutes.

Section 4. Inclusion in the Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the City of North Miami Beach.

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, 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 be effective pursuant to Chapter 163, Part II of the Florida Statutes

APPROVED BY TITLE ONLY 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 AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE

CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Note: Proposed additions to the existing City's Comprehensive Plan text are indicated by underline.

Exhibit: Data and Analysis Review Summary for Land Use, Housing, Transportation, and Assessment of Septic to Sewer

Land Use and Housing:

Land use and housing are linked to the population in terms of understanding the need for housing. Population projections as seen in the enclosed shows that North Miami Beach's population is expected to be stable before beginning to decline after 2035 (Source: University of Florida BEBR, University of Florida Shimberg Center).

The city then reviewed this data against its land use, taking into account the acreage of the various land use categories that permit for residential use. Based on existing density regulations, 53,455 units can be built in the city. Similar to Miami-Dade County, the City's average household size is 2.74, allowing a population capacity that far exceeds its project population's needs. Therefore, no changes to the Future Land Use Map is warranted on the basis of population, land use, and housing review.

The city notes that there is a need to continue to pursue affordable housing options as provided for under existing comprehensive plan policies.

Year	2010	2020	2023	2025	2030	2035	2040	2045	2050
Population	41523	43676	43100	43195	43259	43036	42649	42198	41696
Households	13663	15521	15331	15482	15782	15999	16077	16046	15969
Homeowner Occupied	30.9%	48.7%	48.8%	49.1%	50.1%	52.5%	51.6%	51.5%	51.6%
Renter Occupied	69.1%	51.3%	51.2%	50.9%	49.9%	47.5%	48.4%	48.5%	48.4%
Cost Burdened (>30%,<50% AMI)	20.7%	20.5%	20.5%	20.5%	20.4%	20.3%	20.3%	20.2%	20.2%
Severely Cost Burdened (>50% AMI)	63.9%	64.2%	64.2%	64.3%	64.5%	64.2%	64.7%	64.7%	64.4%

RESIDENTIAL CAPACITY ANALYSIS			
FLU Category	Acres	Max. DU/AC	Base Dwelling Units
RESIDENTIAL LOW DENSITY	1,694.5	8	13,556
MIXED-USE NEIGHBORHOOD CENTER	17.1	15	256
RESIDENTIAL MEDIUM DENSITY	91.0	17	1,547
RESIDENTIAL HIGH DENSITY	242.5	32	7,760
MIXED-USE CORRIDOR	50.2	32	1,607
MIXED-USE INTERNATIONAL BOULEVARD EAST	82.2	32	2,630
MIXED-USE INTERNATIONAL BOULEVARD WEST	136.3	32	4,361
MIXED-USE	32.1	36	1,154
MIXED-USE MEDIUM DENSITY	0.8	40	32
FULFORD MIXED-USE TOWN CENTER	171.9	75	12,890
MIXED-USE EMPLOYMENT CENTER	74.0	75	5,550
NORTH MIXED-USE WATERFRONT	9.5	75	714
SOUTH MIXED-USE WATERFRONT	18.6	75	1,398
Total Capacity Units	2,620.63	-	53,455

Transportation:

The City projected transportation network needs were projected to determine traffic levels on major roadways through 2050. The traffic projections were conducted utilizing Florida Department of Transportation sources and then critically evaluated by planning staff.

While the population will decline through 2050, the traffic in the city looks to increase over time; this can be the result of the model utilized by the Florida Department of Transportation, but is also reasonably explained by North Miami Beach's geographic location as the nexus to cities that are expected to grow in population and employment, which will result in pass-through traffic for North Miami Beach.

Based on the review, the City does not need to reclassify any current roadway. However, as certain roadways look to approach LOS F, the City should continue its existing policies and approaches to create multimodal options that will provide for the basis for modal shifts for walking, bicycling, and transit.

The transportation data utilized for this review is attached separately. Septic to Sewer:

The City has engaged in the past to move towards full septic conversion to sewer, and currently has both County and City service areas for both sewer and those unserved by the sewer system. Within the County area, the City relies on the County to continue to implement new system as financially feasible. The City supports the County in this regard via policies designed to require new major developments to have sewer connections. In various areas, the County has made improvements that align with future capacity needs for certain levels of conversions. However, in many of these cases, placing an immediate conversion rule may provide for undue hardship to a single family residence in many of these areas, which then requires considerations of financial assistance to avoid other issues, including displacement of residents. Within the City's septic areas, generally in the south of the city as seen in the enclosed map, the city has previously engaged in programs for septic to sewer conversion, such as for Washington Park. However, this conversion requires the development of additional capacity and sewer lines. For neighborhoods such as Washington Park, financial feasibility is the main concern; special district assessments are difficult in light of the socioeconomics of the area, and the project has not proceeded due to local needs. In recent years, the city has also found its general revenue constrained or potentially constrained, including with recent discussions on property taxes that are ongoing with the State Legislature. Thus, the city's current policy stance is to seek out funding as much as possible from outside the city, as well as continue to require new development to fund their fair share and connect to the sewer system as available.

Sanitary Sewer Service Areas:

- North Miami Beach - City Boundary
- City of North Miami Beach - (Currently Served)
- City of Aventura - (Currently Served)
- City of Sunny Isles Beach - (Currently Served)
- City of North Miami - (Currently Served)
- City of Opalocka - (Currently Served)
- City of Golden Beach - (Currently Served)

SEWER SERVICE AREAS OF NORTHEASTERN MIAMI-DADE COUNTY

Created by: J. Roberts, NMB Water GIS Manager
 Project Date: 06/20/2017
 File: C:\GIS\workspace\mdeps\mdeps\mdeps.mxd

RESIDENTIAL CAPACITY ANALYSIS			
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SOUTH MIXED-USE WATERFRONT	18.6	75	1,398
Total Capacity Units	2,620.63	-	53,455

TABLE 1-6: HOUSEHOLD SIZES	
Jurisdiction	Average Household Size
City of North Miami Beach	2.75
Miami-Dade County	2.74

TABLE 1-7: ESTIMATED POPULATION BY CAPACITY SCENARIO		
Jurisdiction	Average Household Size	Population Capacity (53,455 DU)
City of North Miami Beach	2.75	147,003
Miami-Dade County	2.74	146,468

TABLE 1-8: SUMMARY OF FUTURE LAND USE DESIGNATIONS AND EXISTING RESIDENTIAL LAND USE			
Description	Total Residential Acreage (FLU)	Developed Residential Acreage (Existing LU)	Remaining Residential Acreage
Residential	2,620.6	1,368.4	-1252.233767

POPULATION PROJECTIONS						
2020	2025	2030	2035	2040	2045	2050
43,676	43,195	43,259	43,036	42,649	42,198	41696

Roadway Segment Name	Limits of Corridor Segment		Road Jurisdiction	Functional Classification	Number of Lanes	Existing Context Classification 2024*	2024 AADT**	Base Capacity	Adjusted Capacity	2024 V/C Ratio	Current LOS			2026 Projected Volume***	2026 V/C Ratio	2026 Projected LOS	2036 Projected Volume***	2036 V/C Ratio	2036 Projected LOS	2046 Projected Volume***	2046 V/C Ratio	2046 Projected LOS	2056 Projected Volume***	2056 V/C Ratio	2056 Projected LOS	
	From	To																								
NE 151 Street																										
NE 151 Street	Western City Limits / NE 10 Ave	W Dixie HWY	Non-State	Non-State Collector C4	2L+L	C4	1950	17600	15840	0.12	D			1990	0.13	D	2205	0.14	D	2443	0.15	D	2545	0.16	D	
NE 151 Street	W Dixie HWY	US 1	Non-State	Non-State Collector C4	4L+L	C4	1950	24000	16416	0.12	C			1990	0.12	C	2205	0.13	C	2443	0.15	C	2545	0.16	C	
NE 159 Street																										
NE 159 Street	NE 8 Ave / Northern City Limits	W Dixie Hwy / NE 22 Ave	Non-State	Non-State Collector C4	2L+L	C4	11500	17600	15840	0.73	D			11738	0.74	D	13009	0.82	D	14408	0.91	D	15012	0.95	D	
N Miami Beach Blvd																										
NW 167 Street / M Miami Beach Blvd	NW 2 Avenue	NE 6 Avenue	State	State Arterial C4	6L+C	C4	57500	56800	59640	0.96	D	60400	63420	58691	0.98	D	65024	1.03	F	72040	1.14	F	79055	1.18	F	
NW 167 Street / M Miami Beach Blvd	NE 6 Avenue	NE 18 Avenue	State	State Arterial C4	6L+C	C4	55500	56800	56800	0.98	D	60400	60400	56649	1.00	D	62762	1.04	F	69535	1.15	F	72444	1.2	F	
NW 167 Street / M Miami Beach Blvd	NE 18 Avenue	US 1	State	State Arterial C4	6L+C	C4	47500	56800	59640	0.80	D	60400	63420	48484	0.81	D	53715	0.90	D	59512	1.00	D	62002	0.98	E	
NW 167 Street / M Miami Beach Blvd	US 1	NE 35 Avenue	State	State Arterial C4	8L+C	C4	60000	66900	70245	0.85	D	70900	74445	61242	0.87	D	67851	0.97	D	75173	1.01	F	78318	1.05	F	
NW 167 Street																										
NW 167 Street	N Miami Blvd	NE 12 Avenue	Non-State	Non-State Collector C4	2L+L	C4	7900	17600	16632	0.47	D			8064	0.48	D	8934	0.54	D	9896	0.60	D	10312	0.62	D	
NE 171 / 172 Street																										
NE 171 Street	NE 15 Avenue	NE 22 Avenue	Non-State	Non-State Collector C4	2LD	C4	8200	17600	16632	0.49	D		0	8370	0.50	D	9273	0.56	D	10274	0.62	D	10709	0.64	D	
NE 172 Street	NE 22 Avenue	US 1	Non-State	Non-State Collector C4	2LD	C4	8200	17600	15840	0.52	D		0	8370	0.53	D	9273	0.59	D	10274	0.65	D	10709	0.68	D	
NW 2 Avenue																										
NW 2 Avenue	N Miami Beach Blvd		195	Non-State	Non-State Collector C3C	2L+L	C3C	12000	15300	15300	0.78	C	21700	21700	12248	0.80	C	13570	0.89	C	15035	0.98	C	15664	0.72	D
NE 6 Avenue																										
NE 6 Avenue	195	NE 172 St	State	State Arterial C4	4LD	C4	26500	36100	36100	0.73	D		0	27049	0.75	D	29967	0.83	D	33201	0.92	D	34596	0.96	D	
NE 6 Avenue	NE 172 STN	Miami Beach Blvd	State	State Arterial C4	4LU	C4	26500	36100	34295	0.77	D	40800	38700	27049	0.79	D	29967	0.87	D	33201	0.97	D	34596	0.89	E	
NE 10 Avenue																										
NE 10 Avenue	NE 167 Street	N Miami Beach Blvd	Non-State	Non-State Collector C4	2L+L	C4	10700	17600	15840	0.68	D		0	10922	0.69	D	12100	0.76	D	13406	0.85	D	13967	0.88	D	
NE 10 Avenue	N Miami Beach Blvd	NE 151 Street / City Limits	Non-State	Non-State Collector C4	2L+L	C4	4400	17600	15840	0.28	D		0	4491	0.28		4976	0.31	D	5513	0.35	D	5743	0.36	D	
NE 12 Ave																										
NE 12 Avenue	NE Miami Beach Blvd	NE 151 Street / City Limits	Non-State	Non-State Collector C4	2L+L	C3C	7200	15300	13770	0.52	C		0	7349	0.53	C	8142	0.59	C	9021	0.66	C	9398	0.68	C	
NE 15 Avenue																										
NE 15 Avenue	NE 169 Street / City Limits	N Miami Beach Blvd	Non-State	Non-State Collector C3C	2L+L	C3C	14100	21700	19536	0.72	D		0	14392	0.74	D	15945	0.82	D	17666	0.90	D	18405	0.94	D	
NE 16 Avenue																										
NE 16 Avenue	N Miami Beach Blvd	NE 151 Street / City Limits	Non-State	Non-State Collector C4	4LD	C4	8800	24400	17568	0.50	C		0	8962	0.51	C	9951	0.57	C	11025	0.63	C	11487	0.65	C	
NE 19 Avenue																										
NE 19 Avenue	N Miami Beach Blvd	NE 167 Street	Non-State	Non-State Collector C4	6LD	C4	25000	44700	40230	0.62	C		0	25518	0.63	C	28271	0.70	C	31322	0.78	C	32632	0.81	C	
NE 19 Avenue	NE 167 Street	NE Miami Gardens / City Limits	Non-State	Non-State Collector C4	4LD	C4	25000	36100	32490	0.77	D	40800	36720	25518	0.79	D	28271	0.87	D	31322	0.96	D	32632	0.89	E	
W Dixie Highway																										
W Dixie Highway	NE 151 Street / City Limits	N 159 Street	State	State Arterial C4	4LU	C4	15900	24400	23180	0.69	C		0	16229	0.70	C	17980	0.78	C	19921	0.86	C	20754	0.9	C	
W Dixie Highway	N 159 Street	N Miami Beach Blvd	State	State Arterial C3C	4LU	C3C	15900	30700	29169	0.55	C		0	16229	0.56	C	17980	0.62	C	19921	0.68	C	20754	0.71	C	
W Dixie Highway / NE 22 Avenue	N Miami Beach Blvd	NE 167 Street	Non-State	Non-State Arterial C4	4LU	C4	12700	24400	20862	0.61	C		0	12963	0.62	C	14362	0.69	C	15912	0.76	C	16577	0.79	C	
W Dixie Highway	NE 167 Street	NE 173 Street	Non-State	Non-State Arterial C4	2LU	C4	12700	17600	15840	0.80	D	24000	21600	12963	0.82	D	14362	0.91	D	15912	0.74	E	16577	0.77	E	
W Dixie Highway	NE 167 Street	Just South of Greyhounds Park / City Limits	Non-State	Non-State Arterial C4	2LU / 4LU***	C4	12700	17600	15840	0.80	D	24400	21960	12963	0.82	D	14362	0.65	C	15912	0.72	C	16577	0.75	C	
Biscayne Blvd																										
Biscayne Blvd	NE 135 Street / City Limits	NE 156 Street	State	State Arterial C4	6LD	C4	48500	56800	59640	0.81	D	60400	63420	49504	0.83	D	54846	0.92	D	60764	0.96	E	63307	1	E	
Biscayne Blvd	NE 156 Street	N Miami Beach Blvd	State	State Arterial C4	8LD	C4	60000	66900	66900	0.90	D	70900	70900	61242	0.92	D	67851	0.96	E	75173	1.06	F	78318	1.1	F	
Biscayne Blvd	N Miami Beach Blvd / Interstate Blvd	Just South of Greyhounds Park / City Limits	State	State Arterial C3C	8LD	C3C	61000	64000	67200	0.91	C	64300	67416	62263	0.93	C	68982	1.02	F	76425	1.13	F	79623	1.18	F	
NE 35 Ave																										
NE 35 Ave	N Miami Beach Blvd	NE 171 Street	Non-State	Non-State Collector C4	4LD	C4	8900	24400	23058	0.39	C			9084	0.39	C	10065	0.44	C	11151	0.48	C	11617	0.5	C	

* Context Classification was obtained from FDOT Open Data Hub and Engineering Judgement and FDOT Context Classification Guide

** From FDOT Traffic Online Web-based mapping application reports

*** Using FDOT Traffic Trends Analysis Tool to develop a historical trend analysis calculating a compound annual historic growth rate by examining linear, exponential, and decaying exponential growth rates for the last 10 years of available data.

**** According to the IAPD 2050 / TIF this corridor segment will be widened from 2 to 4 lanes beginning 2026

	Count Year	Future Year 1	Future Year 2	Future Year 3	Future Year 4	Annual Growth
Collectors	2024	2026	2036	2046	2050	1.03%
Arterials	2024	2026	2036	2046	2050	1.03%



Analysis of Septic Systems vs. Sewer Systems: When to Maintain vs. Transition

A well-maintained septic system can be a viable long-term solution for managing wastewater in certain contexts, but its appropriateness depends on various factors. This document analyzes when maintaining septic systems may be suitable versus transitioning to a sewer system, considering environmental, economic, regulatory, and community aspects.

When a Well-Maintained Septic System May Be Sufficient

Environmental Suitability

- **Septic Systems in Low-Density Areas:** Septic systems work well in regions with low population density, sufficient land for drain fields, and soils that support proper filtration and absorption.
- **Proper Maintenance:** Regular maintenance, such as pumping every 3 to 5 years, helps prevent groundwater contamination and extends the life of the system, ensuring continued functionality in suitable environments.

Cost-Effectiveness

- **Lower Initial Investment:** For many rural or suburban areas where sewer lines are not readily available, maintaining a septic system is often more cost-effective than connecting to a sewer system.
- **Avoidance of Connection Fees:** Property owners with septic systems avoid the upfront connection fees, assessments, and ongoing monthly sewer charges, making maintenance a more affordable option.

Regulatory Compliance

- **Environmental Standards:** If septic systems meet current health and environmental standards and do not present significant contamination risks, they can be a sustainable, long-term solution.
- **No Significant Environmental Impact:** In rural or less densely populated areas, septic systems may be able to function without substantial risks to water quality, making them a viable option.

Community Preference

- **Autonomy in Wastewater Management:** In rural or semi-urban areas, residents may prefer maintaining autonomy over their wastewater systems, especially where sewer infrastructure is not readily available or practical.

Challenges with Relying on Septic Systems

Cumulative Environmental Risks

- **Impact of High Density:** In densely populated areas, multiple septic systems may impact water quality, especially when systems are located close to one another.

- **Soil and Water Table Issues:** Areas with poor soil conditions or high-water tables are more prone to contamination, even with well-maintained systems.

Aging Infrastructure

- **Increased Repair Costs:** Many existing septic systems are aging and require costly upgrades or replacements, especially as household water usage increases, or environmental conditions change.
- **Risk of System Failures:** Over time, even well-maintained systems can fail, and new technologies may be needed to meet current demands.

Public Health Concerns

- **Proximity to Water Sources:** When septic systems are located near drinking water sources or stormwater systems, there is an increased risk of contamination, impacting public health.
- **Nutrient Overload:** Septic systems may not be able to handle wastewater with high nutrient loads, contributing to environmental issues like algae blooms and water quality degradation.

Long-Term Costs

- **Cumulative Expenses:** Although maintenance may be cheaper in the short term, ongoing repairs and system replacements over the decades may exceed or rival the cost of transitioning to a sewer system, especially in high-density areas.

When Sewer Systems Are Preferable?

Urban and Suburban Areas

- **Efficiency in High-Density Areas:** In urban and suburban areas like North Miami Beach, centralized sewer systems are typically more efficient, reducing the risks of contamination and improving public health outcomes.
- **Sustainability:** Sewer systems are more sustainable in densely populated communities, where high wastewater volumes and limited space for septic systems can cause significant environmental and health concerns.

Future Growth

- **Handling Increased Wastewater:** Sewer infrastructure is better suited to manage increased wastewater volumes associated with future population growth and urban development, supporting long-term community expansion.

Regulatory and Environmental Standards

- **Meeting Stricter Regulations:** Sewer systems may be necessary to comply with stricter environmental regulations, especially in regions with sensitive ecosystems, such as wetlands, coastal areas, or areas with vulnerable water sources.

Shared Costs and Funding Opportunities

- **Municipal Subsidies:** Sewer projects can be subsidized by federal and state grants, reducing the financial burden on communities, particularly for urban developments and neighborhoods with dense populations.

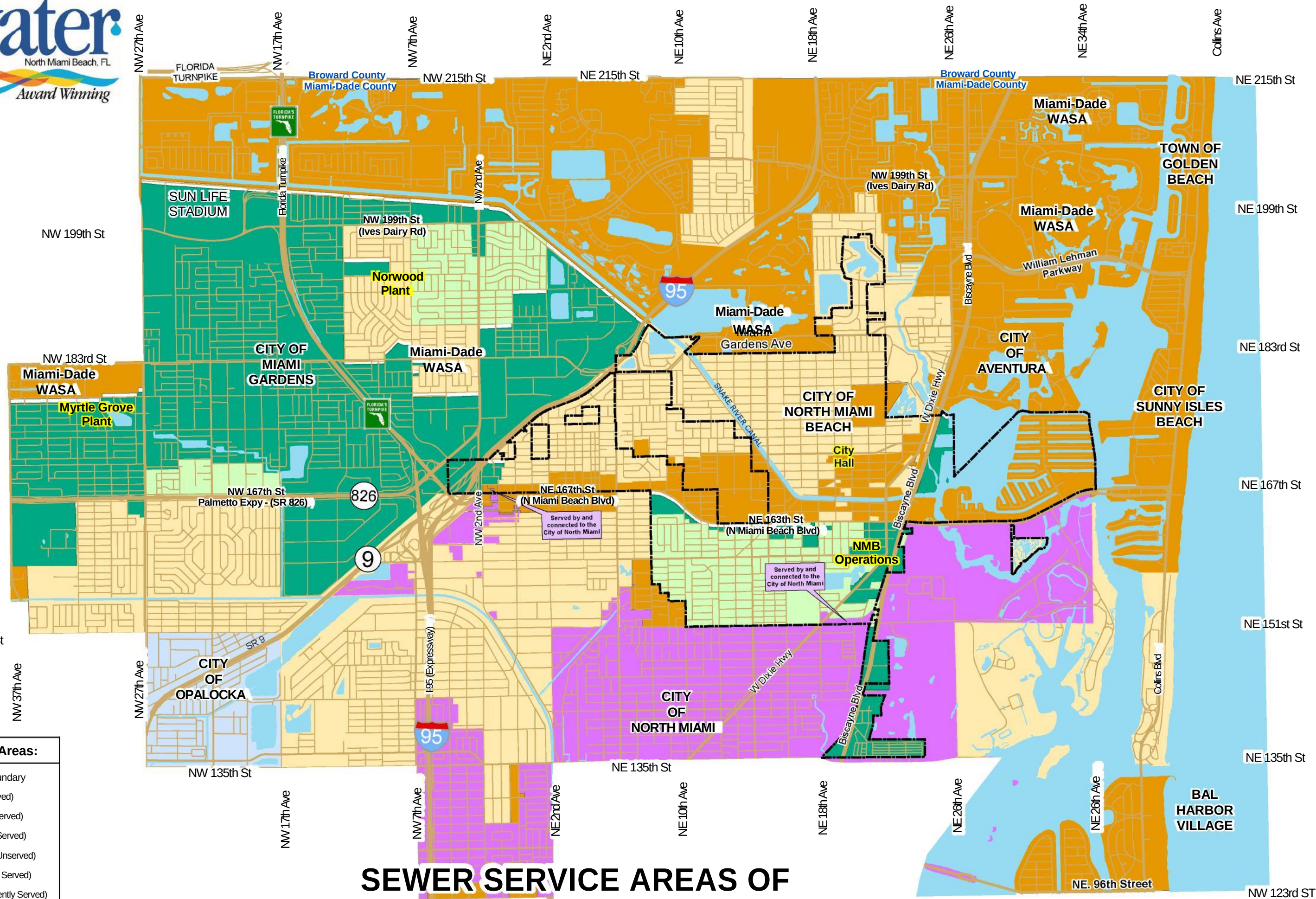
Balanced Approach

In some cases, a hybrid approach may be optimal for addressing both community needs and environmental concerns:

1. **Priority Areas:** Transition properties in high-density or environmentally sensitive areas to sewer systems first.
2. **Maintenance Programs:** Continue supporting well-maintained septic systems in rural or semi-urban areas where conversion to sewer systems is impractical or unnecessary.
3. **Monitoring and Inspections:** Establish ongoing inspections and monitoring programs to ensure that septic systems remain compliant with health and environmental standards, particularly in areas with groundwater or public health concerns.

Conclusion

Maintaining a septic system can be a viable and cost-effective solution when the environmental conditions are suitable, and the system is properly maintained. However, for densely populated cities like North Miami Beach, where cumulative environmental risks and future growth are significant concerns, transitioning to sewer systems is often the preferred long-term solution. By balancing both options through targeted priorities and continued monitoring, communities can ensure that wastewater management is sustainable, efficient, and compliant with both public health and environmental standards.



SEWER SERVICE AREAS OF NORTHEASTERN MIAMI-DADE COUNTY

Sanitary Sewer Service Areas:

- North Miami Beach - City Boundary
- City Sewer Area - (Currently Served)
- City Sewer Area - (Currently Unserved)
- County Sewer Area - (Currently Served)
- County Sewer Area - (Currently Unserved)
- N Miami Sewer Area - (Currently Served)
- OPALOCKA Sewer Area - (Currently Served)

1/2 Mile 0 1 Mile



Financial Recovery Approaches for Septic-to-Sewer Conversion

Overview

Converting septic systems to sewer systems requires substantial financial investment, and cost recovery mechanisms play a crucial role in distributing these costs fairly across affected property owners and the broader community. This document outlines several financial recovery approaches, including considerations for adding a new treatment plant as part of the septic-to-sewer conversion process.

To maximize financial feasibility, this plan also explores collaborative partnership models, including:

- **Public-Public Partnerships (PUPs):** Collaboration with the county or neighboring cities to share resources, streamline regulatory approvals, and reduce costs through economies of scale.
- **Public-Private Partnerships (PPPs):** Leveraging private sector funding, expertise, and efficiencies in construction and operations to lower upfront capital requirements.
- **Public-Public-Private Partnerships (PUPPs):** A hybrid model combining public sector collaboration and private sector involvement to share investment risks and improve project delivery timelines.

These partnership approaches can help secure funding, minimize financial burdens on the community, and enhance the project's overall efficiency and effectiveness. **As funding sources evolve, the city should remain adaptable by balancing grants, utility rate adjustments, and public-private partnerships to ensure financial sustainability.**

1. Special Assessments

- **Mechanism:** Costs are distributed among property owners based on specific factors such as front footage, property value, or flow estimates.
- **Example:** Municipalities like Hernando County, Florida, use Municipal Service Benefit Units (MSBUs) to assess property owners a fixed cost, such as \$3,600 over 10 years. This method reduces the individual financial burden by spreading the cost over time.
- **Application to North Miami Beach:** Special assessments can be considered to allocate conversion costs equitably across property owners based on their property size or wastewater usage. If a new treatment plant is needed, the assessment structure could be adjusted to account for both the infrastructure and long-term operational costs.

2. Utility Fees

- **Mechanism:** Costs are recovered through monthly utility fees added to water or sewer bills. These fees may consist of both fixed monthly charges and usage-based charges.
- **Example:** Property owners may pay a fixed monthly fee (e.g., \$23.22) plus usage-based charges for every 1,000 gallons of wastewater. The fees can be gradually adjusted over time to fund capital projects, including the construction of new treatment facilities.

- **Application to North Miami Beach:** Utility fees can be adjusted to fund the new sewer infrastructure and treatment plant operations. The fees can be structured in a way that ensures both capital recovery and operational sustainability, especially as the new plant ramps up to full capacity.

3. Capital Cost Recovery Charges

- **Mechanism:** A one-time charge applied to new sewer connections based on system capacity improvements or upgrades required to serve additional demand.
- **Example:** In Ann Arbor, Michigan, charges are based on a “buy-in” model that accounts for system upgrades and capacity expansion, including necessary meter size adjustments.
- **Application to North Miami Beach:** Capital recovery charges can be implemented to recover the cost of a new treatment plant. New properties connecting to the sewer system would contribute to the capital expenses based on their water consumption or the size of their connection.

4. General Taxation

- **Mechanism:** A portion of project costs is covered by general tax revenues, spreading the financial burden across all taxpayers.
- **Rationale:** This method is typically used when sewer system expansions are seen as benefiting the entire community, such as through improved water quality and public health.
- **Application to North Miami Beach:** The public could contribute to funding the new treatment plant and septic-to-sewer conversion project through property or sales taxes. This would reduce the burden on property owners directly affected by the conversion process.

5. Deferred Payment Plans

- **Mechanism:** Property owners can opt for installment payments, often over a period of 10–20 years, to make the costs more manageable.
- **Example:** Hernando County provides a deferred payment option for its MSBU costs, helping low-income households afford the conversion.
- **Application to North Miami Beach:** For property owners who are financially burdened, offering deferred payment plans would increase accessibility to the septic-to-sewer conversion. This approach could be used alongside special assessments or utility fees.
- **Resident Engagement:** In addition to deferred payment plans, targeted education campaigns could help property owners understand the benefits and process of conversion. Flexible payment options, tailored to the needs of low-income or vulnerable residents, would increase the program’s accessibility and fairness.

6. Grant and Loan Programs

- **Mechanism:** State and federal funding, such as the EPA’s Clean Water State Revolving Fund (CWSRF) and grants, can help offset project costs, thereby reducing the financial burden on property owners.
- **Example:** EPA funding programs provide low-interest loans or grants to help municipalities with the costs of sewer system improvements.
- **Application to North Miami Beach:** North Miami Beach can explore grant opportunities from the EPA, state agencies, and other federal programs to secure funding for both the septic-to-sewer conversion and the new treatment plant. These funds can be used to reduce upfront costs, with the remaining costs being recovered through the other mechanisms outlined above.

Combining Financial Recovery Approaches

For optimal financial feasibility, North Miami Beach can combine multiple cost recovery mechanisms. For example:

- **Grants and loans** can be leveraged to cover a portion of the upfront costs.
- **Special assessments** and **utility fees** can be used to cover the remaining costs over time.
- **Deferred payment plans** can make the process affordable for low-income residents.
- **General taxation** can be utilized to offset the overall costs of system improvements, ensuring equity and community-wide benefits.

Additionally, the city should explore adaptable funding strategies, including evolving sources of state and federal grants, adjustments to utility rates, and potential public-private partnerships.

Conclusion

Implementing a septic-to-sewer conversion program, especially when considering the addition of a new treatment plant, requires a comprehensive approach to cost recovery. By utilizing a combination of special assessments, utility fees, capital cost recovery charges, general taxation, deferred payment plans, and grant programs, North Miami Beach can ensure the project is financially sustainable, equitable, and beneficial for all stakeholders involved.

Moreover, incorporating measurable outcomes such as improvements in public health, water quality, and environmental sustainability will help stakeholders understand the broader impact and long-term value of this project.

Neighborhood	Sub- Neighborhood	Sewer service	Status	Comments
		City or County	sewer	
Uleta		City & County	partial	Jackson Hospital is ours. Commercial corridor is sewerred by County. Residential is County side and is 100% septic.
	I-95 Industrial area	City	100%	
Winward		County	partial	95% septic, 5% multifamily sewerred
	Pan Uleta	County	None	100% septic
	Winward	County	partial	Commercial corridor is sewerred
	Monticello	County	None	100% septic
Oakgrove		City	None	100% septic
	Carl Byor	City	None	100% septic
	Fleeman Heights	City	None	100% septic
	Breeze Swept	City	None	100% septic
Washington Park		City	None	Community Center and pump station is under construction. Residential 100% septic
Allen park		City	partial	school and small section of residential are sewerred. 90% septic is residential.
	Corona Del Mar	City	100%	new project pending connections
	Aqua Bowl	City	None	
	West Dixie Industrial	City	partial	98 % city sewer low pressure sewer system
		North Miami	partial	1%
Highland Village	Highland Village	City	100%	a few pending connections
	Biscayne South	City	98%	small area not sewerred
	Biscayne North	City & County	50/50	all sewerred
Sunray West		County	None	100% septic
Sunray East		County	None	100% septic
City Center	University Park	County	partial	Near NSU about 25% sewerred
	Government Center	County	partial	about 95% sewerred
	Fulford	County	100%	
Eastern Shores	Western Eastern Shores	County	100%	
	Eastern Shores	County	100%	
Pickwick		County	None	100% septic
Skylake		County	partial	commercial properties only. 95 % septic for all residential



City of North Miami Beach, Florida

Community Development Department

Delivered Electronically

May 11, 2026

Dear Mr. Stansbury:

The City of North Miami Beach previously provided, on April 1, 2025, an understanding of Evaluation and Appraisal Report needs for the city, to be adopted within 1 year of the notification. The City has completed an extensive review and brought appropriate amendments to the Planning and Zoning Board on May 11, 2026, where it was approved by a vote of ____ to ____ followed by the City Commission on First Reading on _____, 2026, which approved the amendments by a vote of _____ to _____.

The City of North Miami Beach previously provided, on April 1, 2025, an understanding of Evaluation and Appraisal Report needs for the city, to be adopted within 1 year of the notification. While the City had listed several items based on its preliminary review. Based on subsequent review, the City has found that certain aspects of its initial EAR Letter, such as the need to include a Property Rights Element, are not applicable as the City has in prior years adopted a Property Rights Element. In other cases, the City is electing not to move forward with optional items due to a need to further study its relationship to SB 180.

However, the City recognizes that the EAR based amendments, due to the timing of the regional water supply plan, necessitates a Water Supply Plan update as required under state statutes. The plan and associated Comprehensive Plan amendments are enclosed in this package.

The City is enclosing its 10 and 20 year data updates in regards to population projections and land use and housing capacity as well as for transportation as required. On review, the data indicates that no land use changes are required in order to provide additional density for housing, since the population is declining in the long term and enough capacity currently exists. For transportation, increases in traffic as projected are not at a level that warrants a roadway reclassification at this time.

We appreciate the time and review of this item by our peer agencies. Should there be any questions, please direct them to Edward Ng, AICP, the City's consultant on this matter, at eng@corradino.com.

Sincerely,

Edward Ng, AICP

Corradino

Consultant to the City of North Miami Beach



**CITY OF NORTH MIAMI BEACH
PUBLIC HEARING NOTICE**

The City of North Miami Beach will hold a public hearing on
Tuesday, June 16, 2026, at 6:00 P.M.
City Hall, Commission Chambers, 2nd Floor 17011 NE 19th Avenue
North Miami Beach, FL 33162

The meeting agenda is available online at:
WWW.CITYNMB.COM

Any person requiring special accommodation to access this hearing is asked to advise the City at least 5 days before the hearing by contacting the City Clerk at 305-787-6001

PUBLIC COMMENTS

Public comments will be accepted by the following means:
By e-mail to

NMBCOMDEV@CITYNMB.COM

Public comments will be accepted until 4:00 PM on the day of the meeting

NOTICE IS HEREBY GIVEN that on Tuesday, June 16, 2026, at 6:00 p.m. the City of North Miami Beach City Commission will hold a Public Hearing to consider a text amendment to the City's Comprehensive Plan. The City Commission will consider this item for FIRST READING. The Hearing will take place at the City of North Miami Beach City Hall, Commission Chambers, 2nd Floor, 17011 NE 19th Avenue, North Miami Beach, FL 33162. **Submitted by the Interim Community Development Director, Sol Bankole.**

The City of North Miami Beach proposes adopting the following ordinance:

Ordinance #2026-XX

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE INFRASTRUCTURE ELEMENT POLICY AS PART OF EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS, TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT (AWT); PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding any of these items, feel free to contact the Community Development Department at 305-948-2966 or nmbcomdev@citynmb.com located at 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00 AM - 5:00 PM.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYING ACTIVITIES

In accordance with Section 2-161 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities.



**Legislation
14.4.**

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:	Commissioner Daniela Jean
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-96 Approval of the Memorandum of Understanding with Global Empowerment Mission (GEM) (Commissioner Daniela Jean)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Memorandum of Understanding (MOU)

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH GLOBAL EMPOWERMENT MISSION TO STRENGTHEN DISASTER PREPAREDNESS, EMERGENCY RESPONSE, HUMANITARIAN ASSISTANCE, COMMUNITY OUTREACH, VOLUNTEER ENGAGEMENT, AND RECOVERY EFFORTS FOR THE BENEFIT OF THE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH; PROVIDING FOR THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH GLOBAL EMPOWERMENT MISSION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to enter into a collaborative relationship between the City of North Miami Beach and Global Empowerment Mission (“GEM”); and

WHEREAS, the City would like to enter into a Memorandum of Understanding (“MOU”) with GEM, to strengthen disaster preparedness, emergency response, humanitarian assistance, community outreach, volunteer engagement, and recovery efforts for the benefit of the residents of the City of North Miami Beach; and

WHEREAS, the Mayor and City Commission hereby find the MOU between GEM and the City, attached hereto as Exhibit “A”, and made a part of this Resolution, to be in the best interest of the City and GEM.

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 approve the MOU between GEM and the City, in substantially the form attached hereto as Exhibit “A” subject to identifying funding for any City financial obligations which may be required to implement the MOU.

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

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are

repealed to the extent of such conflict.

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

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

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

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

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
JOSEPH S. GELLER
CITY ATTORNEYS

MEMORANDUM OF UNDERSTANDING

Between

CITY OF NORTH MIAMI BEACH

and

GLOBAL EMPOWERMENT MISSION (GEM)

I. PURPOSE

This Memorandum of Understanding ("MOU") establishes a collaborative partnership between the City of North Miami Beach ("City") and Global Empowerment Mission ("GEM") for the purpose of strengthening disaster preparedness, emergency response, humanitarian assistance, community outreach, volunteer engagement, and recovery efforts that benefit residents of the City of North Miami Beach.

The parties share a common commitment to serving vulnerable populations, enhancing community resilience, and supporting residents before, during, and after emergencies and disasters.

II. SCOPE OF COLLABORATION

Under this partnership, the City and GEM may collaborate on initiatives including, but not limited to:

- Disaster preparedness and public education activities
- Emergency response coordination during natural disasters and emergencies
- Distribution of humanitarian aid and emergency supplies
- Volunteer recruitment, management, and mobilization
- Support for vulnerable populations, including seniors, low-income families, and disaster survivors
- Long-term recovery and resilience initiatives
- Community engagement and public awareness campaigns
- Coordination with nonprofit, faith-based, private sector, and governmental partners
- Other mutually agreed humanitarian and community support activities

III. RESPONSIBILITIES OF THE CITY OF NORTH MIAMI BEACH

The City agrees to:

- Serve as the primary municipal liaison for coordination activities under this MOU
- Identify opportunities for collaboration that support City residents
- Assist with outreach and communication regarding joint initiatives
- Coordinate access to appropriate City facilities, resources, and locations when available and authorized
- Facilitate coordination with relevant City departments as needed
- Participate in preparedness, response, recovery, and community engagement activities as mutually agreed
- Share relevant information during emergency events, subject to applicable laws and policies
- Assist in identifying, recommending, and facilitating potential funding opportunities that may support humanitarian, preparedness, disaster response, recovery, resilience, and community assistance programs benefiting residents of the City.
- Support collaborative efforts to pursue grants, sponsorships, public-private partnerships, governmental funding opportunities, and other financial resources that align with the objectives of this MOU.
- Where appropriate and permissible under applicable laws and policies, provide letters of support, partnership acknowledgments, program endorsements, or other documentation that may strengthen applications for funding opportunities pursued by GEM or jointly by the Parties.
- Facilitate introductions to governmental agencies, private sector partners, philanthropic organizations, foundations, and community stakeholders that may assist in securing resources for community programs and disaster-related initiatives.
- Consider opportunities, subject to available funding, budget approvals, procurement requirements, and applicable laws, to collaborate with GEM on programs, projects, and initiatives that provide direct benefit to residents of the City of North Miami Beach.

IV. RESPONSIBILITIES OF GLOBAL EMPOWERMENT MISSION (GEM)

GEM agrees to:

- Provide disaster response, humanitarian assistance, and recovery support capabilities as available
- Assist with the distribution of emergency supplies, food, hygiene items, household goods, and other humanitarian assistance when available
- Coordinate volunteer resources and support volunteer engagement activities
- Participate in community preparedness, outreach, and education initiatives
- Support community resource fairs and recovery events
- Coordinate with the City regarding available resources, capabilities, and response efforts
- Maintain appropriate operational records and reporting regarding activities conducted under this MOU
- Utilize commercially reasonable efforts to provide support during emergencies and disasters, subject to resource availability

V. INFORMATION SHARING

The parties may share information necessary to support activities conducted under this MOU. Any confidential, proprietary, or protected information shall be handled in accordance with applicable laws, regulations, and organizational policies.

VI. NON-FINANCIAL UNDERSTANDING

This MOU reflects a collaborative partnership and does not create a financial obligation, joint venture, legal partnership, agency relationship, or commitment of funding by either Party unless otherwise agreed to in writing.

Each Party shall remain responsible for its own personnel, insurance, expenses, equipment, and operational costs unless separately agreed upon in writing.

VII. TERM AND TERMINATION; FORCE MAJEURE

- 7.1 Either Party may terminate this MOU without cause upon thirty (30) days written notice to the other Party. Termination for cause shall be immediate in the event of gross negligence, fraud, willful misconduct, or material noncompliance with the terms of this MOU that is not cured within ten (10) days after written notice.
- 7.2 Force majeure events shall include circumstances beyond a Party's reasonable control, including but not limited to natural disasters, hurricanes, floods, earthquakes, war, terrorism, government actions, labor strikes, transportation

disruptions, public health emergencies, or similar events. The affected Party shall provide written notice to the other Party as soon as reasonably practicable.

- 7.3 If a force majeure event prevents performance under this MOU for more than thirty (30) consecutive days, either Party may terminate this MOU without liability upon written notice to the other Party. Each Party shall bear its own costs resulting from such termination.

VIII. FUTURE COLLABORATION

The parties acknowledge that successful collaboration under this MOU may lead to expanded initiatives, additional projects, emergency response activities, preparedness programs, and long-term community resilience efforts.

IX. LEGAL LIABILITY; INDEMNIFICATION

- 9.1 Each Party shall remain solely responsible for its respective employees, officers, directors, volunteers, contractors, representatives, and agents. Each Party agrees to indemnify, defend, and hold harmless the other Party from claims arising from the negligent acts or omissions of its personnel to the extent permitted by applicable law.
- 9.2 Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or related to this MOU.

X. DISPUTE RESOLUTION; GOVERNING LAW

- 10.1 The Parties shall first attempt to resolve disputes through good-faith discussions between authorized representatives.
- 10.2 This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes between the parties hereto will be subject exclusively to the jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida. Each party hereby submits to the jurisdiction of those courts in connection with this agreement.
- 10.3 The Parties waive right to trial by jury and agree that venue in any proceeding between the parties shall be in Miami-Dade County, Florida, and each party waives any defense or objection to venue as improper or inconvenient.

XI. COMPLIANCE WITH LAWS

- 11.1 Each Party shall comply with all applicable federal, state, and local laws, regulations, and governmental requirements.
- 11.2 Neither Party shall take any action on behalf of the other Party that would result in a violation of applicable law or governmental requirements.

XII. GENERAL

- 12.1 Nothing contained in this MOU shall be construed to create a partnership, joint venture, agency relationship, employment relationship, or fiduciary relationship between the Parties.
- 12.2 This MOU may be amended only by written agreement signed by both Parties.
- 12.3 Failure by either Party to enforce any provision of this MOU shall not constitute a waiver of that provision.
- 12.4 If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 12.5 This MOU constitutes the entire understanding between the Parties regarding the subject matter herein.

SIGNATURES

CITY OF NORTH MIAMI BEACH

By: _____

Name: _____

Title: _____

Date: _____

GLOBAL EMPOWERMENT MISSION (GEM)

By: _____

Name: _____

Title: _____

Date: _____



**Legislation
14.5.**

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:	Commissioner Daniela Jean
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-98 Authorizing Funding for General Education Development (GED) and
RE: English for Speakers of Other Languages (ESOL) Classes through Miami-Dade County Public
Schools (Commissioner Daniela Jean)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

☐ Resolution

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING FUNDING FOR THE GENERAL EDUCATION DEVELOPMENT AND ENGLISH FOR SPEAKERS OF OTHER LANGUAGES CLASSES FOR CITY OF NORTH MIAMI BEACH RESIDENTS ENROLLED AT A CITY OF NORTH MIAMI BEACH ADULT AND COMMUNITY EDUCATION CENTER FOR THE 2026 SCHOOL YEAR, THROUGH MIAMI-DADE COUNTY PUBLIC SCHOOLS AND EACH SUBSEQUENT SCHOOL YEAR, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS, IN AN AMOUNT NOT TO EXCEED \$ [REDACTED] PER SCHOOL YEAR; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE PROGRAM.

WHEREAS, the City of North Miami Beach, through Miami-Dade County Public Schools, offers English for Speakers of Other Languages ("ESOL") classes as well as General Education Development ("GED") classes to the City of North Miami Beach residents; and

WHEREAS, the ESOL course is designed to provide English language and literacy instruction for English language learner adults whose first language is other than English and who are non-literate or semi-literate in their home language, in order to increase their ability to communicate in English; and

WHEREAS, the GED course of instruction prepares students for academic and personal success through obtaining the necessary skills required to pass the official GED test and earn a State of Florida High School Diploma; and

WHEREAS, the current fee to enroll in either a GED or ESOL course at a City of North Miami Beach Adult and Community Education Center through Miami-Dade County Public Schools is \$ [REDACTED]; and

WHEREAS, in order to ensure that our workforce remains in the City of North Miami Beach, removing obstacles to their ability to attain and improve basic skills like English proficiency and high school graduation equivalency, is critical.

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 authorize funding for the GED and ESOL classes for City of North Miami Beach residents enrolled at a City of North Miami Beach Adult and Community Education Center through Miami-Dade County Public Schools for the 2026 school year, and each subsequent school year, subject to funding approval during the City's budgetary process, in an amount not to exceed \$ [REDACTED] per school year; and further authorize the City Manager to execute any and all documents or agreements in connection with the program.

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 July 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
JOSEPH S. GELLER
CITY ATTORNEYS



**Legislation
14.6.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-102 Approving & Authorizing Budget Transfer for NMB Water Department
(Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$2,300,000 FROM CAPITALS IN PROGRESS ACCOUNT TO SEWAGE DISPOSAL FEES ACCOUNT WITHIN THE PUBLIC UTILITIES DEPARTMENT TO SUPPORT MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT RATE INCREASE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2025-141 on November 17, 2025, establishing a comprehensive Policy governing internal budget transfers, continuing appropriations, reporting requirements and financial transparency and setting formal approval thresholds for the City; and

WHEREAS, from time to time during the normal conduct of the City's operations, situations arise requiring amendments or modifications of the City's annual adopted budget; and

WHEREAS, the City's wastewater treatment and sewage disposal services are provided through an agreement with Miami-Dade County, and the County implemented a wastewater rate increase effective October 2025 after the City's FY2026 Operating Budget had been developed and adopted; and

WHEREAS, the Sewage Disposal Fees account does not currently have sufficient appropriations to cover the increased wastewater treatment and sewage disposal costs based on actual invoices received to date and projected expenditures for the remainder of the fiscal year; and

WHEREAS, a total budget transfer of \$2,300,000 is required to move available salary and related benefits vacancy savings to professional services accounts to support continued staff augmentation services; and

WHEREAS, the requested budget transfer does not increase the overall FY 2025-2026 adopted budget and utilizes existing budgeted funds; and

WHEREAS, pursuant to the City's Budget Control Policy, the City Manager has authorized and approved a budget transfer in the amount of \$2,300,000; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve the proposed budget transfer to ensure sufficient budgeted funds are available to cover the increased costs associated with wastewater treatment and sewage disposal services provided by Miami-Dade County; and

RESOLUTION NO. R2026-XX

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Commission hereby approves a budget transfer in the amount of \$2,300,000 from the Capital Projects in Progress account to the Sewage Disposal Fees account to ensure sufficient funding is available to cover the increased costs associated with wastewater treatment and sewage disposal services provided by Miami-Dade County, as follows:

From Account Number	From Account Title	Amount	To Account Number	To Account Title
450910-533631	CAPITALS IN PROGRESS	\$2,300,000	450910-533506	SEWAGE DISPOSAL FEES

Section 3. The City Manager or designee is authorized to take all actions necessary to implement this Resolution. The transferred funds are authorized to be used to cover the staff augmentation services.

Section 4. The City Manager and the Community Development Department are hereby authorized to take all necessary administrative actions to implement this budget transfer.

Section 5. The Resolution shall become effective immediately upon adoption

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of July 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

FROM: DATE: 7/6/2026

[illegible]

To provide sufficient funding for anticipated fiscal expenditures resulting from rate increase implemented by Miami Dade County Water and Sewer Department.
<i>Total appropriations of this fund is NOT changed by this budget amendment.</i>
<i>All funds cumulative include this transaction.</i>

	 APPROVED	DISAPPROVED
Deaprtment Head		
Finance Director		
City Manager		



CITY COMMISSION STAFF REPORT

DEPARTMENT: NMB WATER

SUBJECT:

Motion to approve a resolution authorizing a budget transfer in the amount of \$2,300,000 from 450910-535631 (Capital in Progress) to increase the FY2026 budget for the Sewage Disposal Fees account (450910-535506). This transfer is required to provide sufficient funding for anticipated expenditures resulting from the wastewater treatment rate increase implemented by the Miami-Dade County Water and Sewer Department effective October 2025.

BACKGROUND:

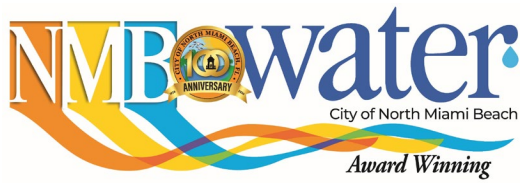
The City contracts with Miami-Dade County for wastewater treatment and sewage disposal services. The FY2026 Operating Budget was developed and adopted prior to the implementation of the County's wastewater rate increase, which became effective in October 2025.

As a result, the budgeted appropriation for sewage disposal fees does not fully reflect the increased rates now being charged. Based on actual invoices received to date and projected expenditures for the remainder of the fiscal year, the current budget is insufficient to cover the City's obligations for wastewater treatment services.

To ensure adequate funding is available to meet these obligations, staff are requesting a budget transfer of \$2.3 million to the Sewage Disposal Fees account.

ANALYSIS:

- The requested budget transfer is necessary to address the increased cost of wastewater treatment services resulting from the County's approved rate adjustment. The increase became effective after the City's budget had already been finalized and therefore could not be incorporated into the adopted FY2026 budget.
- Staff analyzed actual expenditures incurred since the rate increase took effect and projected anticipated costs for the remainder of the fiscal year. Based on this analysis, an additional appropriation of \$2.3 million is required to ensure sufficient funding is available through fiscal year-end.
- Approving the requested budget transfer will allow the City to continue meeting its payment obligations to Miami-Dade County while maintaining uninterrupted wastewater treatment services.



Alternatives

1. **Approve the budget transfer.** Provides sufficient funding to cover anticipated sewage disposal fee expenditures for the remainder of the fiscal year.
 2. **Do not approve the budget transfer.** Results in insufficient budget authority to pay anticipated wastewater treatment invoices, potentially affecting the City's ability to meet its financial obligations to the County and requiring future corrective budget action.
-

FISCAL IMPACT:

There is sufficient funding available in the Wastewater Utility Capital Fund to address the funding needs for this request.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>	<u>Remaining Amount</u>
450910-535506	\$5,300,000.00	\$663,060.55	2,963,060.55	\$2,963060.55

ATTACHMENTS:

- Miami Dade County Water and Sewer Department Rate Increase (effective October 2025)
- Budget Transfer Request Form



**Legislation
14.7.**

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:	City Attorney's Office
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-103 Authorizing the Placement on the Ballot in November of the Following
RE: Ballot Question, Arising from the Recommendations of the Charter Review Committee (Sponsored by
City Attorney's Office)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**



**Legislation
14.8.**

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:	Darvin Williams, City Manager
VIA:	
DATE:	July 21, 2026

Resolution No. R2026-104 Modification of the Agreement Between the City and Miami-Dade County
RE: to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Exhibit C-1
- ☐ Exhibit
- ☐ Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (“Grantor”) conveyed to Miami-Dade County (“Grantee”) certain real property located in Miami-Dade County, Florida, as more particularly described in that certain deed executed on December 14, 1934, and recorded in Miami-Dade County’s Official Records Book 1600, Page 492 (the “Original Deed”); and

WHEREAS, the Original Deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor to the City upon violation of such restriction; and

WHEREAS, the Property is currently owned and operated by the County as a public park; and

WHEREAS, the construction and operation of a public stormwater pump station and related infrastructure by the South Florida Water Management District (the “District”) is needed to address flooding, protect park improvements, and enhance public safety and resiliency throughout the C-9 basin, including the Grantor’s municipal service area; and

WHEREAS, the parties desire to preserve the intent of the Original Deed, while allowing a limited, compatible public infrastructure use that provides necessary flood protection; and

WHEREAS, the City of North Miami Beach is willing to grant a limited modification and partial release of the deed restriction solely for the Project, subject to the terms herein.

NOW, THEREFORE, be it hereby Resolved, that the City Commission approves a modification of the deed restrictions with conditions as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Partial Release of Deed Restriction

Grantor hereby partially releases and modifies the restriction contained in the Original Deed solely to allow for the construction, installation, operation, maintenance, repair, replacement, and removal of a publicly owned and operated stormwater pump station and associated infrastructure by the District as described in Exhibit A, within a specifically defined portion of the Property as described in Exhibit C-1. This release is conditioned on the stormwater pump being designed,

constructed, and maintained with appropriate visual screening facing southward as approved by the City of North Miami Beach. Grantor understands that Grantee and the District have an existing interlocal agreement related to the project described in Exhibit A and this paragraph. The City of North Miami Beach is an intended third-party beneficiary of this agreement and may seek to independently enforce the provisions of this paragraph against the District.

All other provisions of the Original Deed remain in full force and effect.

2. Recording

This Partial Release shall run with the land and be recorded in the public records of Miami-Dade County.

3. Successors and Assigns

This Partial Release shall be binding to the Grantor, Grantee, and their successors and assigns.

4. Effective Date

This Partial Release shall become effective upon execution by the parties and recordation in the Public Records.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

Section 1. Execution. The City Manager and/or Designee shall execute the final release of the deed release for the City.

Section 2. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

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

PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION

THIS PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION (“Agreement”) is made this ____ day of _____, 2026, by and between the **CITY OF NORTH MIAMI BEACH, FLORIDA**, a municipal corporation (“Grantor”), and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, Grantor conveyed to County certain real property located in Miami-Dade County, Florida, as more particularly described in that certain deed executed on December 14, 1934, and recorded in Miami-Dade County’s Official Records Book 1600, Page 492 (the “Original Deed”); and

WHEREAS, the Original Deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor of Grantor upon violation of such restriction; and

WHEREAS, the Property is currently owned and operated by the County as a public park; and

WHEREAS, the construction and operation of a public stormwater pump station and related infrastructure by the South Florida Water Management District (the “District”) to is needed to address flooding, protect park improvements, and enhance public safety and resiliency throughout the C-9 basin including the Grantor’s municipal service area; and

WHEREAS, the parties desire to preserve the intent of the Original Deed, while allowing a limited, compatible public infrastructure use that provides necessary flood protection; and

WHEREAS, Grantor is willing to grant a limited modification and partial release of the deed restriction solely for the Project, subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Partial Release of Deed Restriction

Grantor hereby partially releases and modifies the restriction contained in the Original Deed solely to allow for the construction, installation, operation, maintenance, repair, replacement, and removal of a publicly owned and operated stormwater pump station and associated infrastructure by the District as described in Exhibit A, within a specifically defined portion of the Property as described in Exhibit C-1. This release is conditioned on the stormwater pump being designed, constructed, and maintained with appropriate visual screening facing southward as approved by the City of North Miami Beach. Grantor understands that Grantee and the District have an existing interlocal agreement related to the project described in Exhibit A and this paragraph. The City of

North Miami Beach is an intended third-party beneficiary of this agreement and may seek to independently enforce the provisions of this paragraph against the District.

All other provisions of the Original Deed remain in full force and effect.

2. Recording

This Partial Release shall run with the land and be recorded in the public records of Miami-Dade County.

3. Successors and Assigns

This Partial Release shall be binding to the Grantor, Grantee, and their successors and assigns.

4. Effective Date

This Partial Release shall become effective upon execution by the parties and recordation in the Public Records.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

WITNESSES

CITY OF NORTH MIAMI BEACH

By:_____

By:_____

Print Name:_____

By:_____

Print Name: _____

Print Name:_____

Title: _____

EXHIBIT C-1
Perpetual Easement

DESCRIPTION:

A PARCEL OF LAND LOCATED IN GREYNOLDS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 86°46'13" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1273.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD ALSO KNOWN AS US FEDERAL HIGHWAY (STATE ROAD NUMBER 5) AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28751.25 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°52'37" EAST, 188.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'31", A DISTANCE OF 188.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 79.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°26'51" EAST, 57.77 FEET AND THE **POINT OF BEGINNING**; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°52'47", A DISTANCE OF 59.14 FEET; THENCE NORTH 61°00'17" EAST, A DISTANCE OF 181.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 199.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°49'56" EAST, 70.29 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'42", A DISTANCE OF 70.66 FEET; THENCE NORTH 40°39'35" EAST, A DISTANCE OF 53.71 FEET; THENCE NORTH 86°46'13" EAST, A DISTANCE OF 197.39 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°40'02" EAST, 37.80 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°07'30", A DISTANCE OF 40.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°18'37" EAST, 24.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°24'41", A DISTANCE OF 25.97 FEET;

"CONTINUE ON PAGE 2 OF 3"

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3, SHEET 3 BEING A SKETCH.
2. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A TEMPORARY CONSTRUCTION EASEMENT.
3. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
4. PROPERTY, TRACT AND UNDER LYING PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
5. THIS IS AN ELECTRONICALLY SIGNED AND SEALED DOCUMENT PURSUANT TO CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE. THE PRINTED VERSION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.

CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR A DESCRIPTION/SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Marla Moore
14:21:38 2026.06.12
'00'04-



MARLA MOORE

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7600

**THIS DRAWING
DOES NOT REPRESENT A SURVEY**
MIAMI-DADE COUNTY, FLORIDA

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION**
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

**EXHIBIT C-1
PERPETUAL EASEMENT**

DRAWN M.N.M.	CHECKED B.S.M.	DATE 6/12/26	SCALE N/A	DRAWING NUMBER PERM_EMNT.dwg	SHEET 1 OF 3
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DESCRIPTION:

"CONTINUED FROM PAGE 1 OF 3"

THENCE NORTH 87°29'02" EAST, A DISTANCE OF 229.68 FEET; THENCE SOUTH 02°30'58" EAST, A DISTANCE OF 49.55 FEET; THENCE NORTH 87°34'02" EAST, A DISTANCE OF 6.47 FEET; THENCE SOUTH 00°25'02" EAST, A DISTANCE OF 48.90 FEET; THENCE SOUTH 35°32'16" WEST, A DISTANCE OF 13.92 FEET; THENCE SOUTH 50°34'26" WEST, A DISTANCE OF 70.93 FEET; THENCE SOUTH 88°24'37" WEST, A DISTANCE OF 263.26 FEET; THENCE SOUTH 86°45'39" WEST, A DISTANCE OF 473.28 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28730.91 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°05'15" EAST, 22.88 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'44", A DISTANCE OF 22.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.37 ACRES MORE OR LESS.

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MIAMI-DADE COUNTY, FLORIDA

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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**EXHIBIT C-1
PERPEUAL EASEMENT**

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	2 OF 3

P.O.C.
NORTHWEST CORNER OF
THE NORTHEAST ¼ OF
S16-T52S-R42E

N 86°46'13" E
1273.08'

NORTH LINE
S16-T52S-R42E

LINE TABLE		
LINE #	BEARING	DISTANCE (FT)
L1	N 61°00'17" E	181.15
L2	N 40°39'35" E	53.71
L3	N 86°46'13" E	197.39
L4	N 87°29'02" E	229.68
L5	S 02°30'58" E	49.55
L6	N 87°34'02" E	6.47
L7	S 00°25'02" E	48.90
L8	S 35°32'16" W	13.92
L9	S 50°34'26" W	70.93
L10	S 88°24'37" W	263.26
L11	S 86°45'39" W	473.28

$\Delta = 0°22'31"$
L = 188.33'
R = 28751.25'
C = 188.33'
CB = N 16°52'37" E

P.O.B.

FEC RAILWAY
P.B. 155, PG. 86
BISCAYNE BOULEVARD
AKA US FEDERAL HIGHWAY
(STATE ROAD NO. 5)
P.B. 155, PG. 86

EASTERLY R/W LINE

A PORTION OF
GREYNOLDS PARK
P.B. 34, PG. 75

PERMANENT
EASEMENT
AREA= 2.37 AC±

OLETTA RIVER

GREYNOLDS PARK
P.B. 34, PG. 75

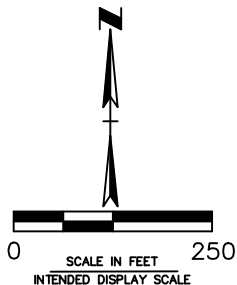
NORTH CANAL
R/W LINE C-9

C-9 CANAL R/W
ROYAL GLADE CANAL
(SNAKE GREEK CANAL)

TRACT A
P.B. 155, PG. 86

TRACT E
P.B. 155, PG. 86

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	59.14'	79.02'	42°52'47"	N 82°26'51" E	57.77'
C2	70.66'	199.00'	20°20'42"	N 50°49'56" E	70.29'
C3	40.65'	31.00'	75°07'30"	S 55°40'02" E	37.80'
C4	25.97'	20.00'	74°24'41"	S 55°18'37" E	24.19'
C5	22.88'	28730.91'	0°02'44"	N 17°05'15" E	22.88'



LEGEND

AKA = ALSO KNOWN AS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING
FEC = FLORIDA EAST COAST
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RADIUS
R/W = RIGHT-OF-WAY
S#-T#S-R#E = SECTION-TOWNSHIP-RANGE
 Δ = CENTRAL ANGLE
 = QUARTER SECTION CORNER

THIS IS NOT A BOUNDARY SURVEY

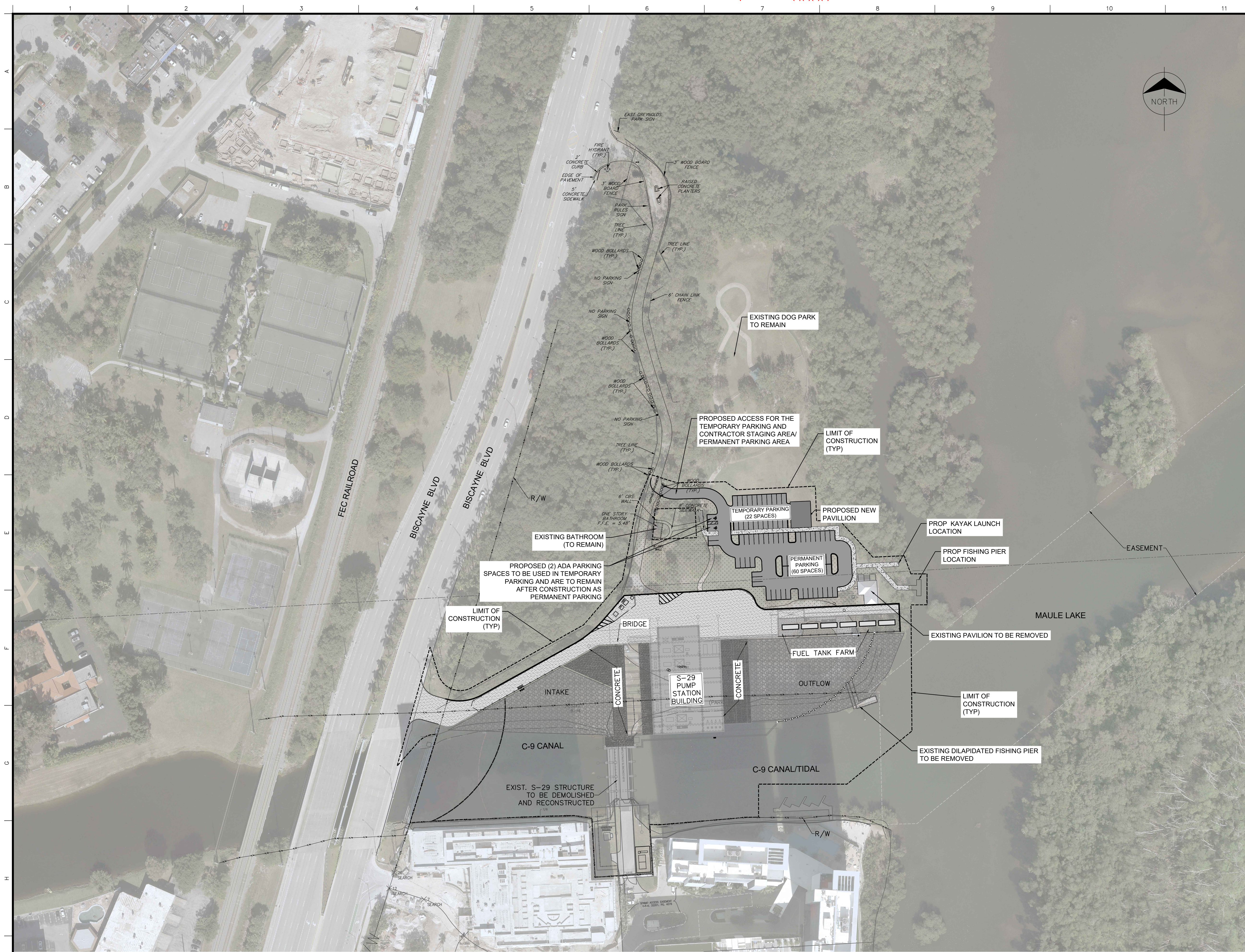
MIAMI-DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION

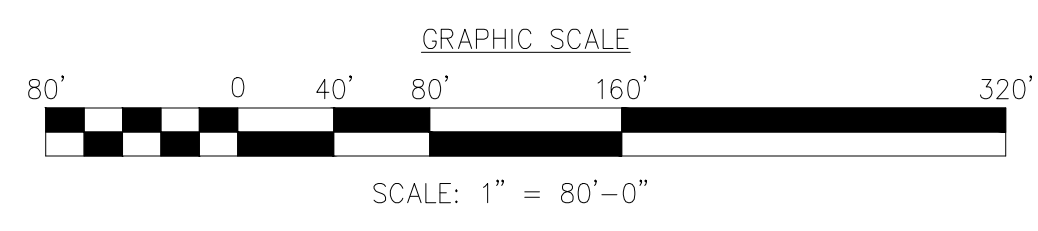
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1 PERPETUAL EASEMENT

DRAWN M.N.M.	CHECKED B.S.M.	DATE 6/12/26	SCALE 1"=250'	DRAWING NUMBER PERM_EMNT.dwg	SHEET 3 of 3
-----------------	-------------------	-----------------	------------------	---------------------------------	-----------------



- LEGEND:**
- PROPOSED ASPHALT AREA
 - PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
 - PROPOSED CONCRETE SIDEWALK
 - LIMITS OF CONSTRUCTION
 - PROPERTY LINE
 - R/W RIGHT OF WAY
 - EASEMENT



Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

DATUM REFERENCE:

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). NGVD29 = NAVD88 + 1.57' FOR THIS LOCATION.

AECOM

1400 CENTREPARK BOULEVARD
SUITE 660
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE
ADJACENT TO THE SEAL

DATE:

The consultant, contractor or other parties associated with this project shall comply with Florida Statutes Chapter 119. These plans are the property of the District and must be secured and maintained in a confidential manner. Review by any unauthorized individual or outside/third party not performing work necessary for this project is prohibited.

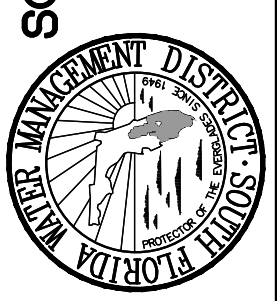
FINAL DESIGN

**S-29N FORWARD PUMP STATION AND
STRUCTURE REPLACEMENT**

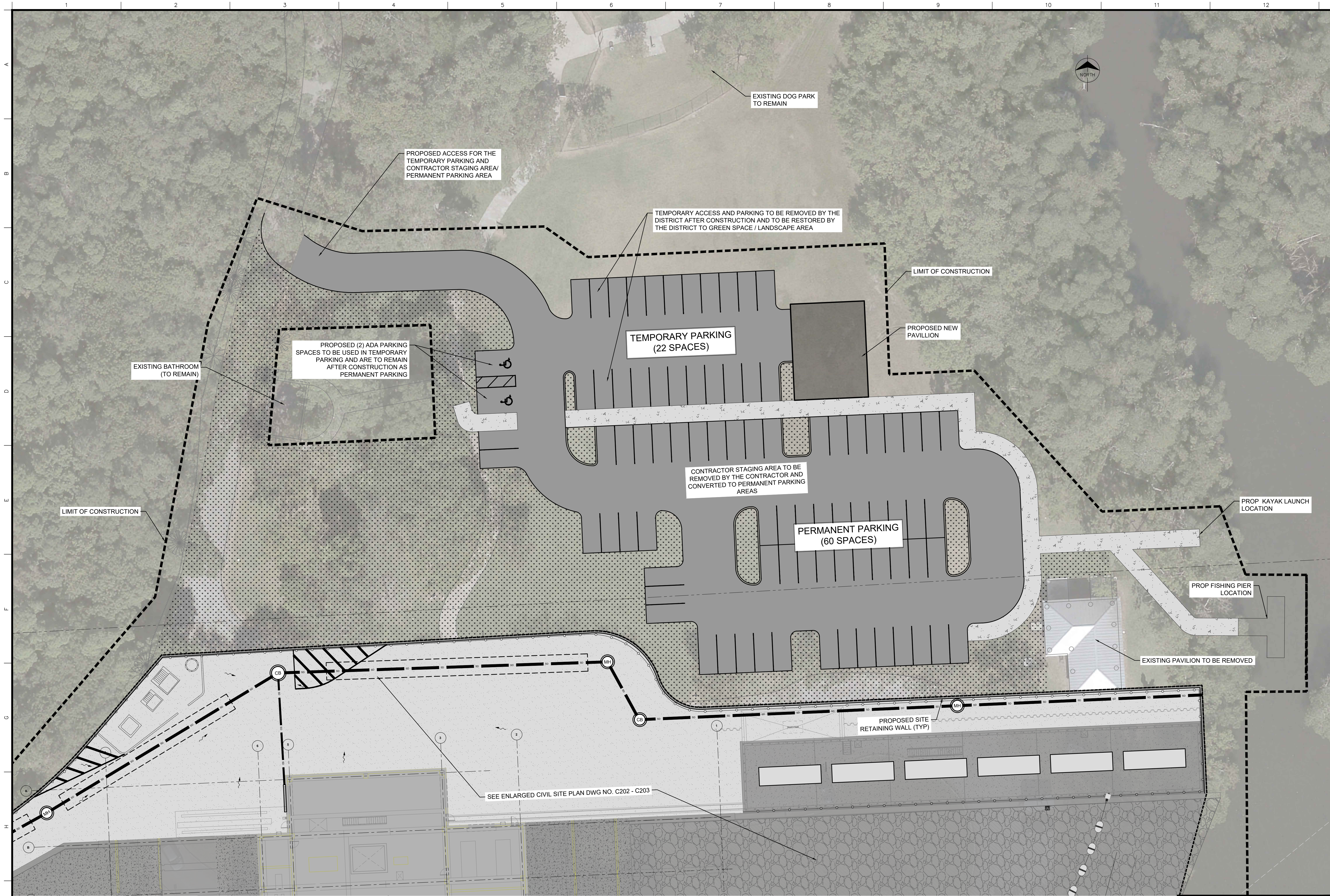
PUMP STATION CIVIL PLAN - KEY MAP

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU

PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406



ENGINEER: DB	ENGINEER OF RECORD	PROJECT ID NO.
DRAWN: JCV	DANIEL J. BAKER	101263
CHECKED: JB/VC	FLORIDA P.E. LICENSE NO.: 73169	DRAWING NUMBER
DATE: 05/16/2025	THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY	C201
SCALE: AS SHOWN	ON THE DATE ADJACENT TO THE SEAL	SHEET
DATE	DATE	30 OF 331
DRAWN	DATE	
REF #	DATE	
REVISION DESCRIPTION	DATE	



PARKING AREA ENLARGED CIVIL PLAN
SCALE: 1" = 20'

1
C101 C103

LEGEND:

- PROPOSED ASPHALT AREA
- PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
- PROPOSED CONCRETE SIDEWALK

AECOM

1400 CENTREPARK BOULEVARD
SUITE 660
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

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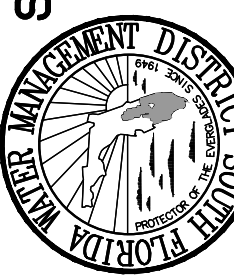
ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
ON THE DATE
ADJACENT TO THE SEAL
DATE:

FINAL DESIGN

S-29N FORWARD PUMP STATION AND
STRUCTURE REPLACEMENT

PARKING AREA ENLARGED CIVIL PLAN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU



PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

ENGINEER: DB	ENGINEER	DATE	SCALE	AS SHOWN
DRAWN: CV	DRAWN	DATE	SCALE	AS SHOWN
CHECKED: JB/VC	CHECKED	DATE	SCALE	AS SHOWN
DATE: 05/16/2025	DATE	SCALE	AS SHOWN	AS SHOWN
REF #	REF #	REF #	REF #	REF #
REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION

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have underground utilities located and marked.



DATUM REFERENCE:

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PROJECT ID NO.
101263
DRAWING NUMBER
C103
SHEET
29 OF 331



City of North Miami Beach, Florida

Community Development Department

Staff Report: **Greynolds Park Partial Release of Deed Restriction**
Prepared by: **North Miami Beach Community Development Department**

Date: **July 9, 2026**

For: **City Commission July 21, 2026 Meeting**

Request:

Miami-Dade County requests a Partial Release of Deed Restriction on a portion of certain property conveyed to the County by the City of North Miami Beach on December 14, 1934, and recorded in Miami-Dade County's Official Records Book 1600, Page 492. The deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor of Grantor upon violation of such restriction. The property is developed, operated, and maintained by Miami-Dade County as East Greynolds Park (the "Park"). The restriction would remain in place on the balance of the deeded Park property.

Background:

The Partial Release of Deed Restriction is proposed for a 2.37-acre portion of the Park, as described in Exhibit C-1 (attached), in which the South Florida Water Management District (the "SFWMD") is planning the C-9 Resiliency Project, including the replacement and updating of the existing S-29 water control structure and the development of an associated pump station for storm water management. The SFWMD project also includes recreational enhancements to East Greynolds Park, including the development of a kayak launch and fishing pier, picnic shelter, dog park, restroom, parking lot, walking paths and landscaping. During the planning process, the South Florida Water Management District conducted 2 advertised public workshops at North Miami Beach's City Hall on Thursday, March 20, 2025. To maximize participation and increase engagement, the same meeting was held twice at different times. Both meetings discussed the same subject matter, and the public attended one or both meetings.

Within the City of North Miami Beach, the project is expected to benefit approximately 19,678 residents and 4,345 households, while providing enhanced flood resilience for 304 critical infrastructure assets including medical, emergency response and City facilities.

The C-9 Basin Resiliency Project will replace the existing S-29 coastal structure with a modernized, resilient flood control facility featuring a current-code- and standards-compliant gated spillway, a new forward pump station, and upgraded electrical, mechanical, and control systems designed to operate efficiently during both high and low tides. The pump station combines electric and diesel power in a single pump train, allowing uninterrupted operation during power outages while minimizing the facility's footprint and noise within the surrounding urban community. The associated pump station is expected to be painted in muted colors with Green and landscaping as visual shielding as it is located across the canal from North Miami Beach residences. The South Florida Water Management District has committed to vegetative



City of North Miami Beach, Florida

Community Development Department

screening and subdued paint colors in the Interlocal Agreement with the County. Details regarding the type and location of vegetative screening, paint colors and other such measures will be finalized in the design phase of the project.

The improvements are designed to strengthen flood protection throughout the 63,595-acre C-9 Basin, supporting approximately 38 miles of Miami-Dade County-operated secondary canals and benefiting more than 546,000 residents and approximately 25,000 upstream properties across more than eight municipalities within the basin. The project will reduce flood risk, help prevent saltwater intrusion, minimize septic and sewer overflows, and increase protection for approximately 750 critical infrastructure assets across northern Miami-Dade and southern Broward counties.

Fiscal/Economic Impact:

The project is expected to generate more than a 2:1 return on investment, with an estimated \$91.5 million in annual avoided damages, including \$65 million in avoided property damage, \$11.5 million in reduced roadway damage, and \$15 million in avoided infrastructure damage.

Staff Recommendation:

Staff recommends:

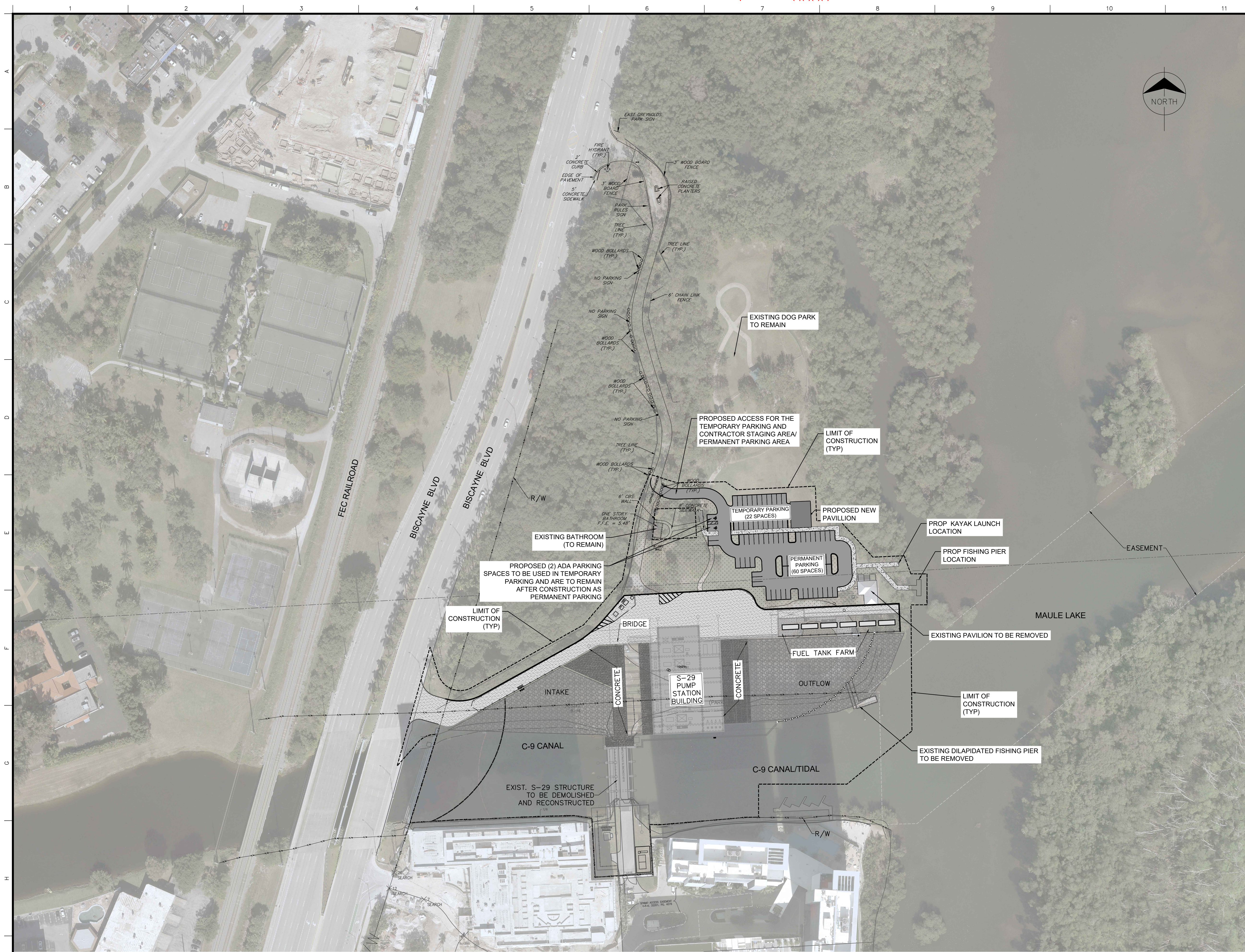
1. Approval of the partial release on the basis of improvements to stormwater, park spaces, and other community benefits planned.
2. That the agreement to amend the deed restriction be limited to geographical area, specific intent for the pump station, and be conditioned on appropriate visual screening of the facility from neighboring residences.

Commission Action Options:

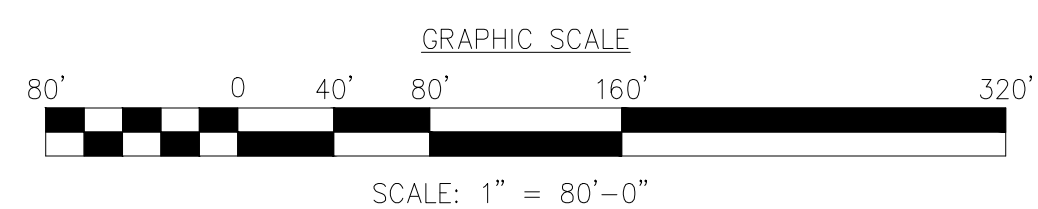
1. Continue with Direction to Staff
2. Motion to Approve
3. Motion to Deny

Enclosed:

EXHIBIT A Site Plan
EXHIBIT C-1 Perpetual Easement



- LEGEND:**
- PROPOSED ASPHALT AREA
 - PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
 - PROPOSED CONCRETE SIDEWALK
 - LIMITS OF CONSTRUCTION
 - PROPERTY LINE
 - R/W RIGHT OF WAY
 - EASEMENT



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ENGINEER OF RECORD:
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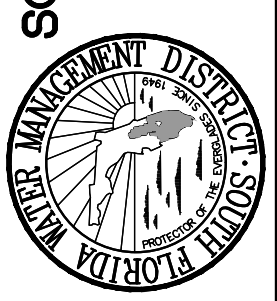
DATE:

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FINAL DESIGN

**S-29N FORWARD PUMP STATION AND
STRUCTURE REPLACEMENT**

PUMP STATION CIVIL PLAN - KEY MAP



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU

PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

ENGINEER: DB	ENGINEER OF RECORD
DRAWN: JCV	ENGINEER OF RECORD
CHECKED: JB/VC	ENGINEER OF RECORD
DATE: 05/16/2025	ENGINEER OF RECORD
SCALE: AS SHOWN	ENGINEER OF RECORD
DATE	DATE
DRAWN	DRAWN
REF #	REF #
REVISION DESCRIPTION	REVISION DESCRIPTION

EXHIBIT C-1
Perpetual Easement

DESCRIPTION:

A PARCEL OF LAND LOCATED IN GREYNOLDS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 86°46'13" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1273.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD ALSO KNOWN AS US FEDERAL HIGHWAY (STATE ROAD NUMBER 5) AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28751.25 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°52'37" EAST, 188.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'31", A DISTANCE OF 188.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 79.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°26'51" EAST, 57.77 FEET AND THE **POINT OF BEGINNING**; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°52'47", A DISTANCE OF 59.14 FEET; THENCE NORTH 61°00'17" EAST, A DISTANCE OF 181.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 199.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°49'56" EAST, 70.29 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'42", A DISTANCE OF 70.66 FEET; THENCE NORTH 40°39'35" EAST, A DISTANCE OF 53.71 FEET; THENCE NORTH 86°46'13" EAST, A DISTANCE OF 197.39 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°40'02" EAST, 37.80 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°07'30", A DISTANCE OF 40.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°18'37" EAST, 24.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°24'41", A DISTANCE OF 25.97 FEET;

"CONTINUE ON PAGE 2 OF 3"

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3, SHEET 3 BEING A SKETCH.
2. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A TEMPORARY CONSTRUCTION EASEMENT.
3. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
4. PROPERTY, TRACT AND UNDER LYING PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
5. THIS IS AN ELECTRONICALLY SIGNED AND SEALED DOCUMENT PURSUANT TO CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE. THE PRINTED VERSION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.

CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR A DESCRIPTION/SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Marla Moore
14:21:38 2026.06.12
'00'04-



MARLA MOORE

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7600

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MIAMI-DADE COUNTY, FLORIDA

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION**
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

**EXHIBIT C-1
PERPETUAL EASEMENT**

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	1 OF 3

DESCRIPTION:

"CONTINUED FROM PAGE 1 OF 3"

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MIAMI-DADE COUNTY, FLORIDA

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DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	2 OF 3



**Legislation
14.9.**

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 Darvin Williams
VIA:	
DATE:	July 21, 2026

RE: Resolution No. R2026-105 Establishing the Proposed Maximum Millage rate for the Levying of Ad Valorem Taxes for FY2026/2027 (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Agenda Cover Memo
- ☐ State Debt Millage Rate Form
- ☐ State Operating Millage Rate Form

RESOLUTION R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2026-2027 COMMENCING OCTOBER 1, 2026. THE CALCULATED "ROLLED-BACK" RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 1, 2026, the Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon the City of North Miami Beach, Florida (the "City"), a "Certification of Taxable Value" certifying to the City its taxable value for Fiscal Year 2026-2027; and

WHEREAS, Section 200.065, Florida Statutes, requires that the City, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the Property Appraiser and Tax Collector the proposed millage rate and the date, time, and place at which public hearings will be held to consider the final millage rate and the tentative budget; and

WHEREAS, the City Administration is proposing the adoption of the maximum millage rate of 6.1000 mills and desires to set the dates for the first and second public hearings at which to consider and set the tentative and final millage rate and tentative and final budget for Fiscal Year 2026-2027; and

WHEREAS, the first public hearing shall be held on Thursday, September 10, 2026, at 6:00 PM and the second public hearing shall be held on Thursday, September 24, 2026, at 6:00 PM and both hearings shall be held at City of North Miami Beach City Hall, 17011 NE 19th Avenue, Commission Chambers -2nd Floor, City North Miami Beach, FL; and

WHEREAS, the Mayor and City Commission have reviewed the Certification of Taxable Value supplied by the Property Appraiser and established the date, time, and place for the first and second public budget hearings.

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

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

Section 2. Proposed Millage Rate. The proposed maximum millage rate for the first public hearing is hereby declared to be 6.1000 mills, which is \$6.10 per \$1,000.00 of assessed property within the City for the Fiscal Year 2026-2027.

Section 3. Rolled-Back Rate. The proposed millage rate is 0.3241 mills higher than the Fiscal Year 2026-2027 rolled-back millage rate of 5.7759 mills, computed pursuant to Section 200.065, Florida Statutes.

Section 4. Debt Service Millage Rate. The proposed debt service millage rate for the first public hearing is hereby declared to be 0.1926 mills, per \$1,000 of assessed property as established in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 5. Proposed Combined Millage Rate. The aggregate proposed millage rate of 6.2926 mills (a combined total millage of 6.1000 mills for operating and 0.1926 mills for debt service).

Section 6. Budget Hearing Dates. The date, time and place of the first and second public hearings are hereby set by the City Commission as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
September 10, 2026	6:00 P.M.	City of North Miami Beach Commission Chambers – 2 nd Floor 17011 NE 19th Ave North Miami Beach, FL
September 24, 2026	6:00 P.M.	City of North Miami Beach Commission Chambers – 2 nd Floor 17011 NE 19th Ave North Miami Beach, FL

Section 7. Transmittal. The City Clerk and City Manager are directed to attach the original Certification of Taxable Valuable to a certified copy of this resolution and serve the same upon the Honorable Tomas Regalado, Property Appraiser of Miami-Dade County, and the Tax Collector of Miami-Dade County, on or before August 4, 2026.

Section 8. Effective Date. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the Mayor and City Commission of the City of North Miami Beach, Florida at this regular meeting assembled on this **21st day of July, 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
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: Mayor and City Commission



City of North Miami Beach
Agenda Cover Memo

Budget Administrator:	Robert Anathan		Budget Admin. Signature:				
City Manager:	Darvin Williams		City Manager Signature:				
Commission Meeting Date:	July 21, 2026	Item Type: (Enter X In Box)	Resolution	Ordinance	Other		
			X				
Fiscal Impact (Enter X In Box)	Yes	No	Ordinance Reading: (Enter X In Box)	1st Reading		2nd Reading	
	X						
				Public Hearing: (Enter X In Box)	Yes	No	Yes
				X			
Funding Source: Account#:	Enter Account Information In Financial Impact Section		Advertising Requirement: (Enter X In Box)	Yes		No	
						X	
Contract/P.O. Required (Enter X In Box)	Yes	No	RFP/RFQ/Bid #				
		X					
Strategic Plan Related (Enter X In Box)	Yes	No	Strategic Plan Priority Area				
	X		Safe, Clean and Beautiful Community			☐	
			Elevate Quality of Life by Improving Resilience, Sustainability And Affordable Placemaking			☐	
			Provide Innovative Digital Services			☐	
			Maintain High Performing City Organization Focused on Excellent Customer Service			☐	
			Advance Culture and the Arts			☐	
			Revitalize Downtown and Major Corridors			☐	
			Financially Sound Government			X	
Sponsor	City Manager		Department	Finance			

Short Title

Adoption of the FY 27 Preliminary Operating and Debt Service Millage Rates

Staff Summary

Issue: In compliance with the *Truth in Millage (TRIM)* requirements under Florida Statutes, Chapter 200.065, the City is required to annually adopt preliminary Operating and Debt Service Millage Rates for the coming fiscal year, establish the time, date and location for two September budget hearings and forward the preliminary millage rates and the time, date and location of the budget hearings to the County Property Appraiser, Tax Collector and the State Department of Revenue by August 4th each year.

History/Background: The City has worked on reducing the Operating Millage Rate over the years. For FY 18 it was 6.4000 mills and was reduced to 6.1000 mills by FY 23, where it has remained through FY 26. Additionally in FY 22, the residents approved, by referendum, the City obtaining a \$9.19 million General Obligation Bond, for infrastructure improvements. The debt service on this bond is repaid annually through a separately approved Debt Service Millage Rate. The Debt Service Millage Rate is in the 0.2000 mill range and provides approximately \$1.1 million of revenue for debt service annually through FY 30. Additionally, under recently adopted State legislation, the recommended Operating Millage Rate will require two-thirds approval of the Commission (five) whereas in the past a simple majority might have been sufficient.

Current Activity: On July 1, 2026, the City received the *Certification of Taxable Value* from the Miami-Dade County Property Appraiser, certifying the City's total taxable value at \$6,012,186,887. This certified value serves as the foundation for estimating ad valorem tax revenues, which are a primary funding source for municipal operations.

Based on the certified value, the proposed Operating Millage Rate of 6.1000 mills is projected to generate approximately \$36.67 million in revenue before early payment discounts and other collection fees. Ad valorem taxes are calculated using a millage rate, where one mill equals \$1 per \$1,000 of taxable property value. The proposed rate exceeds the *rolled-back rate* of 5.7759 mills. The rolled-back millage rate would generate the same revenue as the prior year, excluding new construction.

In addition, a Debt Service Millage Rate of 0.1926 mills is necessary to fund the City's General Obligation Bond payments. This portion of the millage is restricted solely for debt repayment and is expected to generate an estimated \$1.10 million after early payment discounts and other collection fees to meet the City's annual principal and interest obligations on voter-approved bonds. The combined proposed aggregate millage rate is 6.2926 mills

In compliance with the *Truth in Millage (TRIM)* requirements under Florida Statutes, Chapter 200.065, the following public hearings are recommended:

First Public Hearing

- Date: Thursday, September 10, 2026
- Time: 6:00 PM
- Location: City of North Miami Beach City Hall Commission Chambers,
2nd Floor 17011 NE 19th Avenue, North Miami Beach, FL 33162

Second Public Hearing

- Date: Thursday, September 24, 2026
- Time: 6:00 PM
- Location: City of North Miami Beach City Hall Commission Chambers,
2nd Floor 17011 NE 19th Avenue, North Miami Beach, FL 33162

Financial Impact: The recommended preliminary property millage rate of 6.1000 mills will provide an estimated \$34,840,000, after early payment discounts and other collection fees, to fund General Fund FY 27 goals and objectives. The debt service millage rate of 0.1926 mills will provide an estimated net \$1,098,000 to fund the FY 27 debt service requirements for the 2022 General Obligation Bond.

Proposed Action

Staff recommends the City Commission adopt the preliminary FY 27 Operating Millage Rate of 6.1000 mills and the Debt Service Millage Rate of 0.1926 mills and further approve the recommended time, date and location of the September budget hearings for Thursday, September 10th and Thursday, September 24th at 6:00 p.m. in the Commission Chambers on the 2nd floor, 17011 NE 19th Avenue, North Miami Beach.

Attachments

1. Resolution
2. Proposed DR-420 – State Operating Millage Rate Form
3. Proposed DR-420(DEBT) – State Debt Millage Rate Form



CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026		County : Miami-Dade	
Principal Authority : City of North Miami Beach		Taxing Authority : City of North Miami Beach - Voted, Debt	
Levy Description : City of North Miami Beach - Voted, Debt			
SECTION I: COMPLETED BY PROPERTY APPRAISER			
1.	Current year taxable value of real property for operating purposes	\$	5,803,281,179 (1)
2.	Current year taxable value of personal property for operating purposes	\$	208,235,316 (2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	4,062,769 (3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	6,015,579,264 (4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser :		Date :
	Electronically Certified by Property Appraiser		7/1/2026 11:38:08 AM
SECTION II: COMPLETED BY TAXING AUTHORITY			
5.	Current year proposed voted debt millage rate	0.1926 per \$1,000 (5)	
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	per \$1,000 (6)	
S I G N H E R E	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at <http://floridarevenue.com/property/Pages/TRIM.aspx>



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Miami-Dade
Principal Authority : City of North Miami Beach	Taxing Authority : City of North Miami Beach - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	5,799,888,792	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	208,235,316	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	4,062,769	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	6,012,186,877	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	7,766,785	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	6,004,420,092	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	5,626,130,578	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 7/1/2026 11:38:08 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		6.1000 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	34,319,397	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	3,759,103	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	30,560,294	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	713,452,563	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	5,290,967,529	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		5.7759 per \$1000	(16)
17.	Current year proposed operating millage rate		6.1000 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	36,674,340	(18)

19.	TYPE of principal authority (check one)	☐ County ☒ Municipality	☐ Independent Special District ☐ Water Management District	(19)				
20.	Applicable taxing authority (check one)	☒ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)				
21.	Is millage levied in more than one county? (check one)	☐ Yes ☒ No		(21)				
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP STOP HERE - SIGN AND SUBMIT								
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>		\$ 30,560,294	(22)				
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		5.7759 per \$1,000	(23)				
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>		\$ 34,725,790	(24)				
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>		\$ 36,674,340	(25)				
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		6.1000 per \$1,000	(26)				
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		5.61 %	(27)				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">First public budget hearing</td> <td style="width: 15%;">Date : 9/2/2026</td> <td style="width: 15%;">Time : 12:00 AM EST</td> <td style="width: 50%;">Place :</td> </tr> </table>					First public budget hearing	Date : 9/2/2026	Time : 12:00 AM EST	Place :
First public budget hearing	Date : 9/2/2026	Time : 12:00 AM EST	Place :					
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.					
	Signature of Chief Administrative Officer :			Date :				
	Title :		Contact Name and Contact Title :					
	Mailing Address :		Physical Address :					
	City, State, Zip :		Phone Number :		Fax Number :			



**Appointments
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:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	July 21, 2026

RE: Appointing Carlton Buller to the Library Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

▣ Application

City of North Miami Beach, Florida

Application for the Library Committee

The Library Committee shall serve in an advisory capacity to the City Commission, the City Administration, the community, and all agencies and persons in the City of North Miami Beach with respect to all matters pertaining to the library facilities and program of the City of North Miami Beach.

1. Name: Carlton Buller
2. Home Address: 1070 NE 177th Ter. North Miami Beach, 33162
3. Business Name: Semi-retired
Business Address:
4. Contact No: Home – ; Business – ; Cell – 305-305-9329
Email address: cbuller@hotmail.com
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: Yes
Work:
6. Have you ever been convicted of a felony? No
7. Highest level of Education and Occupation: College Graduate
8. Are you related to a City employee? 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:
1979 to Present

1983-1996
Various Management Positions
Amdahl Corporation (A mainframe computer company in Silicon Valley)

1996-1999
Alliance Manager
Informix Software (A database company in Silicon Valley)

CITY CLERK'S OFFICE

'26 JUN 3 AM10:06

2000-Present

Author

Fairweather Publications (My own publishing company)

2016-Present

Personal Growth Solutions Group (My own coaching company)

10. Have you ever served on an advisory board or committee dealing with Library matters? (If so, please list where, when, and in what capacity).

No

11. Please state your reason for interest in applying for the Library Committee:

Contribute to my community.

12. Please list qualifications, talents, or expertise as it relates to membership for this Board:

- I am an author/poet, and one of my books is in the NMB library.
- I have decades of business and organizational knowledge / expertise.
- I am a seasoned public speaker.
- I am a certified Mentor and Trauma Recovery Coach.

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: 6/2/26

A handwritten signature in black ink, appearing to read 'Carlton J. Buller', is written over a horizontal line.

Applicant's Signature: Carlton J. Buller