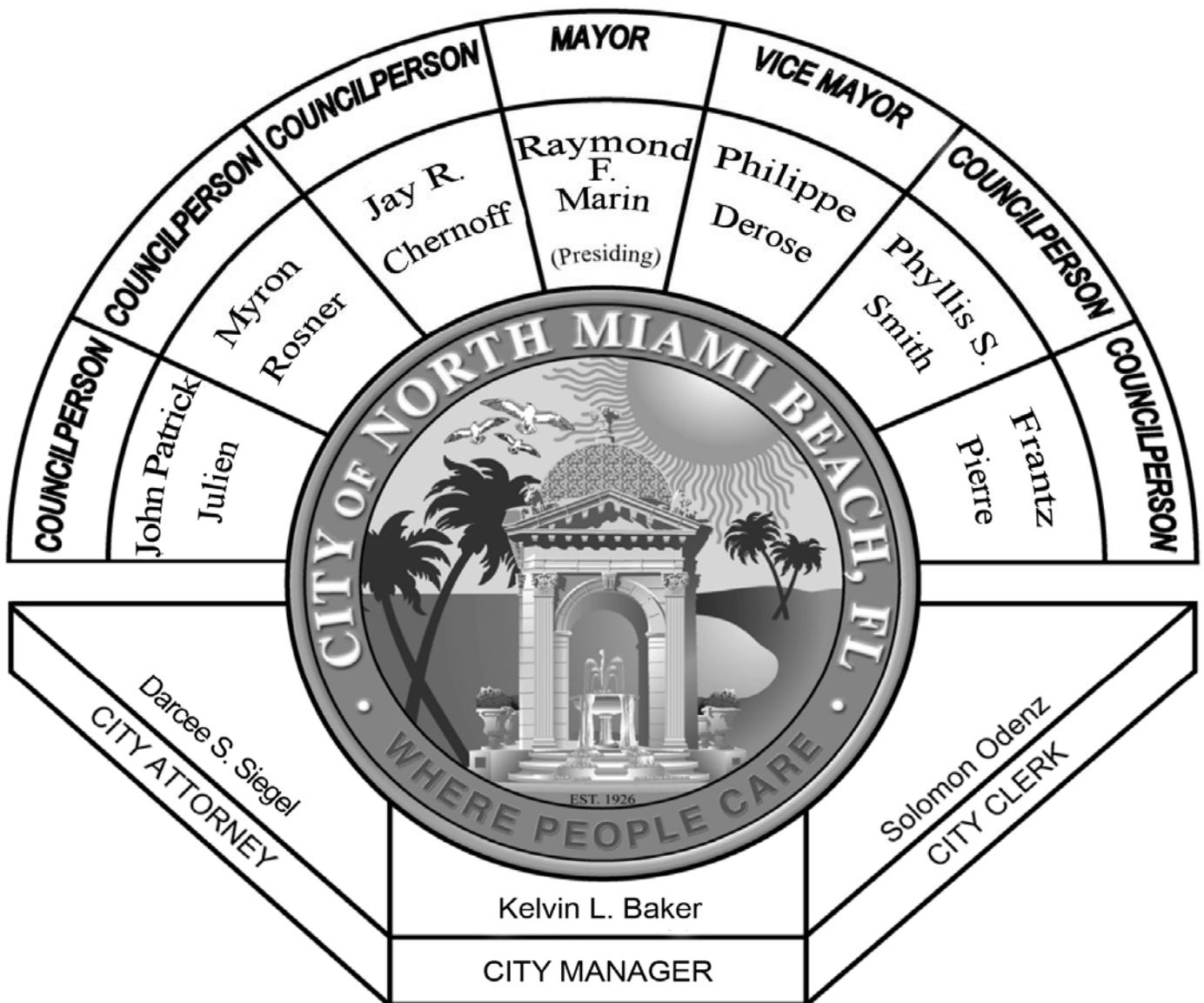


*Welcome
To A Meeting of the
City of North Miami Beach City Council
Your City Officials*



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF NORTH MIAMI BEACH, FLORIDA**

DATE and TIME: TUESDAY, FEBRUARY 17, 2009, 7:30 PM

LOCATION: CITY HALL, 17011 NE 19th AVENUE
2ND FLOOR, COUNCIL CHAMBERS

NEXT CITY COUNCIL MEETING: TUESDAY, MARCH 3, 2009

AGENDA ITEMS

1. ROLL CALL OF THE CITY OFFICIALS:

2. INVOCATION:

REVEREND MARTA BURKE,
FULFORD UNITED METHODIST CHURCH.

3. SALUTE TO THE AMERICAN FLAG.

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA:

5. APPOINTMENTS/PRESENTATIONS:

A. APPOINTMENTS:

1. BODELER DECLOSSE - BEAUTIFICATION COMMITTEE.

B. PRESENTATIONS:

1. PRESENTATION OF THE EMPLOYEE OF THE MONTH AWARD BY COUNCILMAN FRANTZ PIERRE AND KELVIN L. BAKER, CITY MANAGER, TO LORENZO HALL AS THE EMPLOYEE OF THE MONTH FOR FEBRUARY 2009.
2. PRESENTATION OF THE JANUARY C.A.R.E. SUGGESTION AWARD TO MARIA BONNIER-PEREZ FOR HER NMB GOING GREEN SUGGESTION.

6. APPROVAL OF MINUTES:

FEBRUARY 3, 2009

7. CITY MANAGER'S REPORT:

KELVIN L. BAKER

- A. REQUEST APPROVAL FOR WAIVER OF BID FOR CARBONAIR IN THE AMOUNT OF \$143,228.00 FOR THE PURCHASE OF AIR STRIPPERS TO REMOVE VINYL CHLORIDE DETECTED IN RAW WATER PUMPED BY THREE OF THE WELLS THAT COMPRISE THE NORWOOD WTP WELL FIELD.

8. CITY ATTORNEY'S REPORT:

DARCEE S. SIEGEL

AGENDA ITEMS

9. SCHEDULED CITIZENS APPEARANCE:

TO ALL CITIZENS APPEARING UNDER SCHEDULED APPEARANCES:

THE COUNCIL HAS A RULE WHICH DOES NOT ALLOW DISCUSSION ON ANY MATTER WHICH IS BROUGHT UP UNDER CITIZENS APPEARANCES UNLESS IT IS AN EMERGENCY. WE ARE, HOWEVER, VERY HAPPY TO LISTEN TO YOU. THE REASON FOR THIS IS THAT THE COUNCIL MUST HAVE STAFF INPUT AND PRIOR KNOWLEDGE AS TO FACTS AND FIGURES SO THAT THEY CAN INTELLIGENTLY DISCUSS A MATTER. THE COUNCIL MAY WISH TO ASK QUESTIONS REGARDING THIS MATTER BUT WILL NOT BE REQUIRED TO DO SO. AT THE NEXT OR SUBSEQUENT COUNCIL MEETING YOU MAY, IF YOU SO DESIRE, HAVE ONE OF THE COUNCILPERSONS INTRODUCE YOUR MATTER AS HIS OR HER RECOMMENDATION. WE WISH TO THANK YOU FOR TAKING THE TIME TO BRING THIS MATTER TO OUR ATTENTION.

SPEAKING BEFORE THE CITY COUNCIL:

THERE IS A THREE (3) MINUTE TIME LIMIT FOR SPEAKERS/CITIZENS PARTICIPATION AT ALL PUBLIC HEARINGS AS WELL AS SCHEDULED/UNSCHEDULED CITIZENS APPEARANCE(S). 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 OR AN APPOINTMENT WITH THE APPROPRIATE ADMINISTRATIVE OR ELECTED OFFICIAL.

NOTE: IN THE COUNCIL CHAMBERS, CITIZEN PARTICIPANTS ARE ASKED TO COME FORWARD TO THE PODIUM, GIVE YOUR NAME AND ADDRESS, NAME AND ADDRESS OF THE ORGANIZATION YOU ARE REPRESENTING, IF ANY, AND SPEAK ONLY ON THE SUBJECT FOR DISCUSSION.

THANKING YOU VERY MUCH, IN ADVANCE, FOR YOUR COOPERATION.

PLEDGE OF CIVILITY

A RESOLUTION WAS ADOPTED BY THE MAYOR AND CITY COUNCIL 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 NO. R2007-57, 11/06/07)

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 COUNCIL. A COPY OF THE APPLICABLE ORDINANCE IS AVAILABLE IN THE OFFICE OF THE CITY CLERK (CITY OF NORTH MIAMI BEACH CITY HALL) LOCATED AT 17011 N.E. 19TH AVENUE, GROUND FLOOR, NORTH MIAMI BEACH, FLORIDA 33162

A. WALTER S. PESETSKY, ESQUIRE
1201 SOUTH OCEAN DRIVE #1608
HOLLYWOOD, FL.

RE: VARIETY OF SUBJECTS.

AGENDA ITEMS

9. SCHEDULED CITIZENS APPEARANCE - CONTINUED:

B. CHARLES LOEB
16800 N.E. 15 AVENUE
NORTH MIAMI BEACH, FL.

RE: THINKING GREEN – ENVIRONMENT AND MONEY.

C. RICHARD RIESS
23 N.W. 169 STREET
NORTH MIAMI BEACH, FL.

RE: DISCLOSURE ACCOUNTABILITY.

10. MISCELLANEOUS ITEMS:

A. CITY HISTORIAN (COUNCILMAN JOHN PATRICK JULIEN).

11. WAIVER OF FEE:

NONE

12. BUSINESS TAX RECEIPT MATTERS: CITY CLERK

NONE

13A. ADMINISTRATION OF TESTIMONY OATH (CITY CLERK)

RECENT FLORIDA SUPREME COURT RULINGS REGARDING MUNICIPAL ZONING MATTERS REQUIRE ALL CITIZENS WHO WILL BE PRESENT BEFORE THE LEGISLATIVE BODY OR CITY COUNCIL TO FOLLOW THE RULE OF TESTIMONY OATH (CITY CLERK TO ADMINISTER OATH).

13B. LEGISLATION:

RESOLUTIONS (SERIATIM NO. R2009-15):

RESOLUTION NO. R2009-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA DESIGNATING POLLING PLACES FOR THE CITY OF NORTH MIAMI BEACH CITY ELECTION TO BE HELD ON MAY 5, 2009, AND RUN-OFF ELECTION, IF REQUIRED, ON MAY 26, 2009.

AGENDA ITEMS

13B. LEGISLATION - CONTINUED:

RESOLUTIONS - CONTINUED:

RESOLUTION NO. R2009-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH KENT SECURITY SERVICES, AS THE PRIMARY VENDOR, AND WACKENHUT CORPORATION, AS THE SECONDARY VENDOR, FOR SECURITY GUARD SERVICES AT CITY FACILITIES, MISCELLANEOUS SITES AND SPECIAL EVENTS; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO. R2009-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY AT THE NEXT CITY ELECTION TO BE HELD ON MAY 5, 2009, AMENDMENTS TO THE CITY'S CHARTER AS FOLLOWS: PROVIDING A CITIZENS' BILL OF RIGHTS; PROVIDING A ONE-YEAR RESIDENCY REQUIREMENT TO QUALIFY TO RUN FOR MAYOR OR CITY COUNCIL; PROVIDING FOR STAGGERED FOUR YEAR TERMS FOR THE OFFICE OF CITY COUNCIL; PROVIDING TERM LIMITS FOR MAYOR & CITY COUNCIL; RESTATING AND REVISING THE COMPENSATION PAID TO MAYOR AND CITY COUNCIL; LIMITING BENEFITS PAID BY THE CITY TO THE MAYOR & CITY COUNCIL AFTER THE CONCLUSION OF THEIR TERM OF OFFICE FOR ANYONE ELECTED FOR THE FIRST TIME IN OR AFTER THE MAY 2009 ELECTION; REQUIRING CHARTER REVIEW NO LESS THAN EVERY 10 YEARS; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.

RESOLUTION NO. R2009-13

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING PRESIDENT BARACK OBAMA AND THE UNITED STATES SENATE TO SUPPORT PROGRAMS GEARED TOWARD THE STABILIZATION OF FAMILIES AND THE PROVISION OF EARLY CHILDHOOD EDUCATION PROGRAMS AS PART OF THE ECONOMIC STIMULUS PACKAGE.

RESOLUTION NO. R2009-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO AND STRONG CONCERNS REGARDING SENATE BILL 630 AND SIMILAR LEGISLATION THAT WOULD IMPOSE A MORATORIUM ON THE COLLECTION OF IMPACT FEES BY LOCAL GOVERNMENTS; URGING THE FLORIDA LEGISLATURE TO NOT PASS SUCH LEGISLATION.

ORDINANCES - FIRST READING, BY TITLE ONLY (SERIATIM NO. 2009-7):

ORDINANCE NO. 2009-4

AN ORDINANCE AMENDING CHAPTER TWO OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; PROVIDING FOR "EARLY VOTING" FOR MAYOR AND CITY COUNCIL ELECTIONS TO BE HELD IN MAY, 2009; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION OF THIS ORDINANCE.

AGENDA ITEMS

13B. LEGISLATION - CONTINUED:

ORDINANCES - FIRST READING, BY TITLE ONLY - CONTINUED:

ORDINANCE NO. 2009-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 12, 2009 TO MAY 26, 2009 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2009-6

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ARTICLE II, DEFINITIONS, ARTICLE VI, RETIREMENT BENEFITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES - SECOND AND FINAL READING:

ORDINANCE NO. 2009-3

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 6.01(c) TO PROVIDE FOR THE USE OF PREMIUM TAX INCOME UNDER CHAPTER 175, FLORIDA STATUTES, TO FUND A SUPPLEMENTAL BENEFIT TO FIREFIGHTER MEMBERS OF THE RETIREMENT PLAN IN LIEU OF THE CONTINGENT COST OF LIVING BENEFITS PREVIOUSLY PROVIDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

14. UNSCHEDULED CITIZENS APPEARANCES:

15. CITY COUNCIL COMMITTEE REPORTS:

16. RECESS: (IF APPLICABLE - FOR CITY CLERK'S USE)

17. ADJOURNMENT:

18. NEXT CITY COUNCIL MEETING:

TUESDAY, MARCH 3, 2009



**CITY OF NORTH MIAMI BEACH
INTER-OFFICE MEMORANDUM**

Administrative Services Department

TO: Kelvin L. Baker, City Manager
FROM: Yves Fontaine, Buyer II 
Administrative Services Department
DATE: February 4, 2009

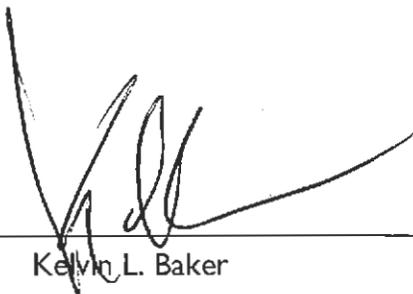
RE: Waiver of Bid for Carbonair Environmental

The Public Services Department is requesting a waiver of bid for Carbonair in the amount of \$143,228.00 for the purchase of air strippers to remove vinyl chloride detected in raw water pumped by three of the wells that comprise the Norwood WTP well field. This item should be placed on the next available City Council Agenda as it exceeds the \$50,000.00 signature threshold of the City Manager.

Attached you will find the request from the using department.

Thank you.

Approved: _____


Kelvin L. Baker

Date: 2/11/2009



**CITY OF NORTH MIAMI BEACH
INTER-OFFICE MEMORANDUM**

Department of Public Services

TO: Kelvin L. Baker, City Manager
VIA: Yves Fontaine, Director of Admin Svcs.
FROM: Martin King, P.E, Director of Public Services
DATE: February 11, 2009

RE: Waiver of Bid to Carbonair Environmental for Air Strippers

This is to request a waiver of bid to Carbonair Environmental in the amount of \$143,228.00 for STAT 720 air strippers. This equipment is needed to "strip-out" or remove the vinyl chloride (VC) that has been detected in the raw water being pumped by three of the wells that comprise the Norwood WTP well field. Thus, they are crucial to the production of potable water that meets all drinking water standards.

Background/Justification

Three Biscayne Aquifer water supply wells of NWTP have been impacted by volatile organic compounds (VOCs), as evidenced by occurrences of vinyl chloride (VC) in the raw water of supply Wells 4, 9, and 10. In order to mitigate this issue, the City engaged the services of our environmental engineering consultant, Malcolm Pirnie (MP), who developed this emergency VC demonstration project. The project which involves the installation of the strippers, charting their effectiveness, sampling, analyzing DERM groundwater data and reporting all results to the regulatory agencies, has been very successful to date. It has resulted in a) the removal of VC from the raw water prior to further water treatment and, b) the possible containment of the plume, thus preventing impact to other wells.

Without these air strippers, the water plant would have to shut down these 3 wells and face the possibility of more wells being impacted, thus it's vital that the air stripping operation continue. To that end, Carbonair Environmental—the company that leased the air strippers to MP (lease ends February 2009) has offered the city a buyout of the equipment. The "buyout" contributes 60% of costs already borne by the city, towards the purchase price thus leaving a price of \$143,288.00. Table 1 below provides summary of the costs, impacts (both current and future) and options available.

The department has evaluated the buyout option and finds it the most cost effective and practical option available to the utility in order to i) comply health dept and DERM, ii) keep our wells 4, 9, 10 running, iii) eliminate or minimize the impact of other wells, and iv) continue to produce our own drinking water. Therefore the department respectfully recommends the approval of this waiver.

Approved Denied Date

Yves Fontaine, Adm Svcs

 _____

Kelvin L. Baker, City Manager

MK:kct

Table 1: Comparison of Options

	Buyout Option	Continue MP project	Bid
Initial/Upfront Cost	\$143,288	\$0	\$290,000
Monthly Cost (\$12,000/month)	\$0	\$288,000 ¹	\$72,000 ²
New installation Cost	\$0	\$0	\$70,000
Loss of well 4, 9, 10 ³	\$0	\$0	\$50,000
Taxes	\$0	\$20,160	0
Total	\$143,288	\$308,160	\$450,000
Eventually owned by City	Yes	No	Yes
Containment of Plume	Yes	Yes	No, not during installation

¹ For 24 months of lease.

² Assumes six months needed for bidding, manufacturing, delivery, permitting, installation and startup and training.

³ Additional costs due to loss of use for well 4,9,10: Costs to due a) purchase of water or b) higher cost membrane water



Carbonair
7500 Boone Avenue North, Suite 101
Brooklyn Park, MN 55428
763-315-4771 - Phone
763-315-4614 - Fax
www.carbonair.com

Electronic Transmittal

January 12, 2008

Celia Earle
Malcolm Pirnie
8201 Peters Road, Suite 3400
Plantation, FL 33324

Phone: 954-525-1665
Fax: 954-761-7939
Email: cearle@pirnie.com

Re: Proposal Number: 27221-Buyout
Project Name: North Miami Beach STAT 720 Equipment Buyout
Project Location: North Miami Beach, FL

Dear Celia:

Carbonair is pleased to quote a buyout price for the equipment being rented at the above location. The buyout pricing is based on the 10 month rental term being fulfilled.

The purchase price of the equipment at the location would be \$254,546.00.

The total rent paid through the 10 month minimum term will be \$185,529.00.

Carbonair will apply 60% of the rent paid towards the purchase price after the 10 month term is completed. \$111,318 will be applied to the purchase price of \$254,546.00 which will leave a balance due of \$143,228.00 plus tax.

General Conditions

- Terms of payment are net 30 days after contract approval
- Proposal and pricing valid for 60 days.
- Sales tax is not included in the prices quoted. The customer must pay all applicable Federal, State and Local sales or use taxes.

For **shipments** to the states of California, Florida, Georgia, Illinois, Indiana, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, and Wisconsin: **State and local sales and use tax will be added to the invoice, unless a valid sales/use tax exemption certificate is supplied with the contract or purchase order for this project. Exemption certificates must be supplied at the time of order.**



If you have any questions or comments concerning this information, please feel free to call me at 763-390-2121. *Thank you for the opportunity to bid on this project.*

Sincerely,

A handwritten signature in cursive script that reads "Bob Bergsgaard".

Bob Bergsgaard
Sales Manager

Accepted by:

The proposal and terms & conditions herein are acknowledged and accepted:

Name/Title

Date

Authorized Signature

Purchase Order Number



Terms and Conditions

ACCEPTANCE: This proposal is an invitation for an offer and will become a binding contract when accepted.

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (60) calendar days from the date hereon.

EXCLUSIONS: This proposal is based solely and completely on specifications submitted to Carbonair Environmental Systems, Inc. (Carbonair) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by Carbonair because of strikes, accidents, or other reasons beyond the control of Carbonair shall relieve us from all liability herein.

TERMS OF PAYMENT: Subject to the payment terms described in the General Conditions section in the proposal. We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in workmanship for a period of twelve (12) months from date of shipment which will technically have two months left on the warranty at the end of the rental period. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall Carbonair be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event shall Carbonair's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months of the date of shipment by Carbonair and only those defects that are documented to have occurred within twelve (12) months of shipment will be covered by the warranty.

DISCLAIMER: Carbonair will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than Carbonair or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect. Seller reserves the right to bill at the prices in effect at the time of shipment if the proposal is not accepted in writing within thirty (30) days, unless a longer term of validity is in writing on the proposal.

LIMITATIONS OF LIABILITY

A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and its suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: February 17, 2009

**RE: RESOLUTION NO. R2009-10
Polling Places**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
DESIGNATING POLLING PLACES FOR THE CITY OF
NORTH MIAMI BEACH CITY ELECTION TO BE HELD
ON MAY 5, 2009, AND RUN-OFF ELECTION, IF
REQUIRED, ON MAY 26, 2009.**

MEMORANDUM

TO: MAYOR RAYMOND F. MARIN
MEMBERS OF THE CITY COUNCIL
KELVIN L. BAKER, CITY MANAGER
DARCEE S. SIEGEL, CITY ATTORNEY

FROM: SOLOMON ODENZ, CITY CLERK 

DATE: FEBRUARY 11, 2009

RE: RESOLUTION NO. 2009-10

This Resolution is a requirement for approval of the Polling Places to be used in this year's election (May, 2009).

RESOLUTION NO. R2009-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA DESIGNATING POLLING PLACES FOR THE CITY OF NORTH MIAMI BEACH CITY ELECTION TO BE HELD ON MAY 5, 2009, AND RUN-OFF ELECTION, IF REQUIRED, ON MAY 26, 2009.

WHEREAS, the City Council of the City of North Miami Beach adopted Ordinance No. 080-68 on January 6, 1981, which Ordinance requires the City Council to designate polling places by Resolution prior to a City election; and

WHEREAS, the City Council has designated eight (8) polling places within the City at which City residents shall vote in the 2009 City election.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. That residents of the City of North Miami Beach registered to vote in the 2009 City of North Miami Beach election to be held May 5, 2009, and run-off election, if necessary, on May 26, 2009, shall vote at the following locations based on their County precinct number:

<u>POLLING PLACE</u>	<u>PRECINCT NUMBER</u>
North Miami Beach City Hall (Marjorie and William McDonald Center)	110, 115, 123
Uleta Community Center	116, 117
John F. Kennedy Middle School	118
Fulford United Methodist Church	121, 134
Eden Isles Condominium Recreation Hall	124
Highland Village Community Center	125
Allen Park/De Leonardis Youth Center	126
Washington Park Community Center	127

Section 3. That the City Clerk shall cause sufficient notice to be published to advise City voters of their respective precincts.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach,
Florida, in regular meeting assembled this ____ **day of** _____, **2009.**

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
 CITY CLERK
 CITY MANAGER**

**FROM: DARCEE S. SIEGEL
 CITY ATTORNEY**

DATE: February 17, 2009

**RE: RESOLUTION NO. R2009-11
 Kent Security Services**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
AUTHORIZING THE CITY MANAGER TO NEGOTIATE
AN AGREEMENT WITH KENT SECURITY SERVICES, AS
THE PRIMARY VENDOR, AND WACHENHUT
CORPORATION, AS THE SECONDARY VENDOR, FOR
SECURITY GUARD SERVICES AT CITY FACILITIES,
MISCELLANEOUS SITES AND SPECIAL EVENTS;
PROVIDING FOR AN EFFECTIVE DATE.**

RECEIVED

2009 JAN 28 PM 2: 24



CITY OF NORTH MIAMI BEACH
INTER-OFFICE MEMORANDUM

CITY ATTORNEY'S OFFICE
CITY OF NORTH MIAMI BEACH

Administrative Services Department

TO: Kelvin L. Baker, City Manager
FROM: Yves Fontaine, Buyer II
Administrative Services Department
DATE: January 14, 2009

RE: RFQ #2008-20, Security Guard Services

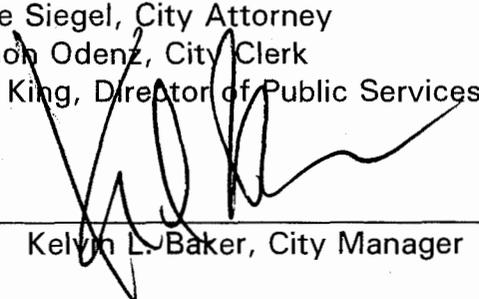
I hereby respectfully request the above referenced Request for Qualifications be placed on the Council Agenda for February 17, 2009 requesting the Council approve the recommended ranking of the firms and authorize the City Manager to enter into negotiations with the number one ranked firm as the City's primary vendor and the second rank vendor as the secondary vendor.

The City received nineteen (19) proposals in response to the Request for Qualifications by the October 16, 2008 deadline. Subsequently, the Public Services Department formed an Evaluation Committee which reviewed the submittals and have recommended the following ranking:

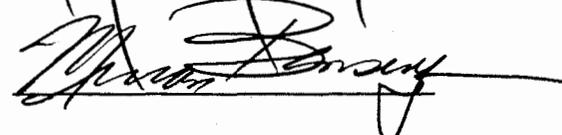
- 1. Kent Security Services
- 2. Wackenhut Corporation
- 3. Allied Barton
- 4. Diamond Detective

Should you approve this item for placement on the Council Agenda, please forward the attached sample agreement to the Legal Department and City Clerk's Office respectively.

cc: Darcee Siegel, City Attorney
Solomon Odenz, City Clerk
Marty King, Director of Public Services

Approved: 
Kelvin L. Baker, City Manager

Date: 1/29/09

Approved as to Form and Legal Sufficiency: 

RESOLUTION NO. R2009-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH KENT SECURITY SERVICES, AS THE PRIMARY VENDOR, AND WACHENHUT CORPORATION, AS THE SECONDARY VENDOR, FOR SECURITY GUARD SERVICES AT CITY FACILITIES, MISCELLANEOUS SITES AND SPECIAL EVENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach issued Request for Proposal #2008-20 for firms interested in providing security guard services; and

WHEREAS, the City of North Miami Beach received nineteen (19) proposals by the published deadline; and

WHEREAS, the Public Services Department's Evaluation Committee ranked the four top firms and recommend the top ranked firm as the City's primary vendor and the second ranked firm as the City's secondary vendor.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The City Manager is hereby authorized to negotiate with Kent Security Services, as the primary vendor, and Wachenhut Corporation, as the secondary vendor, pursuant to RFQ#2008-20, to provide security guard services for the protection of city employees, the general public and City property at various City facilities, miscellaneous sites and special events.

Section 2. This resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2009-11

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: February 17, 2009

**RE: RESOLUTION NO. R2009-12
City Charter Amendment**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY AT THE NEXT CITY ELECTION TO BE HELD ON MAY 5, 2009, AMENDMENTS TO THE CITY'S CHARTER AS FOLLOWS: PROVIDING A CITIZENS' BILL OF RIGHTS; PROVIDING A ONE-YEAR RESIDENCY REQUIREMENT TO QUALIFY TO RUN FOR MAYOR OR CITY COUNCIL; PROVIDING FOR STAGGERED FOUR YEAR TERMS FOR THE OFFICE OF CITY COUNCIL; PROVIDING TERM LIMITS FOR MAYOR & CITY COUNCIL; RESTATING AND REVISING THE COMPENSATION PAID TO MAYOR AND CITY COUNCIL; LIMITING BENEFITS PAID BY THE CITY TO THE MAYOR & CITY COUNCIL AFTER THE CONCLUSION OF THEIR TERM OF OFFICE FOR ANYONE ELECTED FOR THE FIRST TIME IN OR AFTER THE MAY 2009 ELECTION; REQUIRING CHARTER REVIEW NO LESS THAN EVERY 10 YEARS; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.

RESOLUTION NO. R2009-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY AT THE NEXT CITY ELECTION TO BE HELD ON MAY 5, 2009, AMENDMENTS TO THE CITY'S CHARTER AS FOLLOWS: PROVIDING A CITIZENS' BILL OF RIGHTS; PROVIDING A ONE-YEAR RESIDENCY REQUIREMENT TO QUALIFY TO RUN FOR MAYOR OR CITY COUNCIL; PROVIDING FOR STAGGERED FOUR YEAR TERMS FOR THE OFFICE OF CITY COUNCIL; PROVIDING TERM LIMITS FOR MAYOR & CITY COUNCIL; RESTATING AND REVISING THE COMPENSATION PAID TO MAYOR AND CITY COUNCIL; LIMITING BENEFITS PAID BY THE CITY TO THE MAYOR & CITY COUNCIL AFTER THE CONCLUSION OF THEIR TERM OF OFFICE FOR ANYONE ELECTED FOR THE FIRST TIME IN OR AFTER THE MAY 2009 ELECTION; REQUIRING CHARTER REVIEW NO LESS THAN EVERY 10 YEARS; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Mayor & City Council of the City of North Miami Beach, Florida, in response to requests from the City's residents, appointed a Charter Review Committee to review the Charter and make recommendations regarding potential amendments; and

WHEREAS, the Charter Review Committee, composed of 7 citizens appointed by City Council, spent numerous hours of their personal time and tackled their assignment with great seriousness, sincerity and dedication to the rights and needs of the people of North Miami Beach; and

WHEREAS, after many months of hard work and input from City residents, the Charter Review Committee made its recommendations to the City Council on December 3, 2008; and

WHEREAS, the City Council held public workshops and determined that five of the amendments recommended by the Charter Review Committee, resulting in seven ballot questions, should be presented to the electorate for a vote at the May 5, 2009 election.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach

Section 1. Recitals Adopted

The foregoing recitals are true and correct.

Section 2. Charter Amendments

Pursuant to Section 6.03 of the Home Rule Charter of Miami-Dade County, Florida, the Charter of the City of North Miami Beach, Florida is hereby amended by adding a Citizens Bill of Rights; by amending Article III, Section 11 Qualification of Councilman; by amending Article V, Section 22 Election & Term of Councilman; and by amending Article V, Section 26 Compensation; by amending Article XX, Section 121 providing for Charter Review no less than every ten years; which amendmends shall read as follows:

The Charter of the City of North Miami Beach is hereby amended as follows¹:

PREAMBLE

We, the people of the City of North Miami Beach, in order to secure for ourselves the benefits and responsibilities of home rule and in order to provide for a municipal government to serve our present and future needs, do hereby adopt this Charter and as part thereof adopt the following CITIZENS' BILL OF RIGHTS.

CITIZENS' BILL OF RIGHTS

(A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

1. **Convenient access.** Every person has the right to transact business with the City with a minimum of personal inconvenience. It shall be the duty of the City Manager and the City Council to provide, within the City's budget limitations, reasonable convenient times and places for required inspections, and for transacting business with the City.
2. **Truth in government.** No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.
3. **Public records.** All audits, reports, minutes, documents and other public records of the City and its boards, agencies, departments and authorities shall be open for inspection at reasonable time and places convenient to the public.
4. **Minutes and ordinance register.** The City Clerk shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances (Ordinance means an official legislative action of the North Miami Beach Council, which action is a regulation of a general and permanent nature and enforceable as a local law), and resolutions (Resolution means an expression of the North Miami Beach council concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the North Miami Beach Council) listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.
5. **Right to be heard.** So far as the orderly conduct of public business permits, any interested person has the right to appear before the City Council or any City agency, Board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the City. Matters shall be scheduled for the convenience of the public, and the agenda shall be divided into approximate time periods so that the public may know approximately when a matter will be heard. Nothing herein shall prohibit the City or any agency thereof from imposing reasonable time limits for the presentation of a matter.

¹Proposed additions to existing City Charter text are indicated by underline; proposed deletions from existing City Charter text are indicated by ~~strike through~~. Provisions of the existing City Charter that are unaffected by these amendments do not appear herein.

6. **Right to Notice.** Persons entitled to notice of a City hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.
7. **No unreasonable postponements.** No matter once having been placed on a formal agenda by the City shall be postponed to another day except for good cause shown in the opinion of the City Council, or agency conducting such meeting, and then only on condition that any person so requesting is mailed adequate notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing.
8. **Right to public hearing.** Upon a timely request of any interested party a public hearing shall be held by any City agency, board, department or authority upon any significant policy decision to be issued by it, which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the law department of the City or to any body whose duties and responsibilities are solely advisory. At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present his case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.
9. **Notice of action and reasons.** Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.
10. **Managers and attorneys' reports.** The city manager and City Attorney shall periodically make a public status report on all major matters pending or concluded within their respective jurisdictions.
11. **Budgeting.** In addition to any budget required by state statute, the City Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the City Council's first public hearing on the proposed budget required by state law, the City Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each department, the purposes therefore, the estimated millage cost of each department and the amount of any contingency and carryover funds for each department.
12. **Quarterly budget comparisons.** The City Manager shall make public a quarterly report showing the actual expenditures during the quarter just ended against one quarter of the proposed annual expenditures set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.
13. **Adequate audits.** An annual audit of the City shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent City Auditor shall be appointed by the City Council; both appointment and removal of the independent City Auditor shall be made by the City Council. A summary of the results of the independent City Auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy. Duties, method of selection, and method of compensation of the independent City Auditor shall be established by ordinance.
14. **Representation of public.** The City Council shall endeavor to provide representation at all proceedings significantly affecting the City and its residents before state and federal regulatory bodies.
15. **Natural resources and scenic beauty.** It shall be the policy of the City of North Miami Beach to conserve and protect its natural resources and scenic beauty.

(B) The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the City of North Miami Beach. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the City. The orderly, efficient and fair operation of government requires the intelligent knowledgeable participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping

acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

(C) Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County circuit court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit his office or employment.

(D) Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

Article III Elections

Sec. 11. Qualification of Councilman.

Candidates for the office of mayor and councilman of the City of North Miami Beach shall qualify with the clerk of the city not prior to the forty-third (43rd) day preceding the election provided for in Section 9 hereof not later than 12:00 noon, local time, on the thirty-eighth (38th) day preceding the election. A candidate shall qualify by taking and subscribing to an oath that he is qualified under the charter of the City of North Miami Beach to hold the office of councilman and mayor and by paying to said clerk a qualifying fee in the amount of four (4%) percent of the annual salary of the office, which fee shall be deposited in the general fund of the city. Candidates for the office of city councilman shall designate the group from which they desire to be elected. Each candidate, at the time of qualifying with the clerk, shall designate a campaign treasurer and a depository of campaign funds.

Each candidate, at the time of qualifying with the clerk, must have continuously resided in the City of North Miami Beach for at least one full year.

Article V City Council

Sec. 22. Election and term of councilman.

The members of the city council shall be elected from groups numbered One through Seven. The groups shall be elected citywide by the qualified electors of the City of North Miami Beach. The member in Group One shall be the mayor. Commencing with the year 1981, the mayor and all members of the city council shall be elected for terms of two years.

Commencing with the City elections to be held in May 2011, and at each general election each four (4) years thereafter, the members of City Council running from groups 1, 3, 5, and 7 shall be elected for four (4) year terms.

Commencing with the City elections to be held in May 2013, and at each general election each four (4) years thereafter, the members of City Council running from groups 2, 4, and 6 shall be elected for four (4) year terms.

Commencing with the May 2011 elections for groups 1, 3, 5, and 7 and with the May 2013 elections for groups 2, 4, and 6, no person may serve as Councilperson or Mayor or any combination thereof for more than eight (8) consecutive years in office, not including time served as a member of the Council as a result of having filled a vacancy in the Council pursuant to Section 19 of the North Miami Beach City Charter. After being out-of-office for two (2) years, he/she may run again.

Members of the council shall serve until their successors are elected and qualified. A candidate for the office of city councilman shall at the time of qualifying for the election and at the time of election be a qualified elector of the City of North Miami Beach, and shall not, within five years next preceding the

date of his qualification, have been convicted in this or any other state of any offense involving moral turpitude.

Sec. 26. Compensation.

~~Members of the city council shall receive such compensation as shall be fixed by the council. Provided, however, that until after the election and qualification of members of the city council in the year 1961 such compensation may not exceed two hundred dollars (\$200.00) per month. After said election in the year 1961 the compensation of members of the city council may be increased by the affirmative vote of five members of the council. The compensation shall be payable as other expenses of the city are paid. In addition to the compensation as provided herein, the mayor shall annually be provided with an expense fund of twelve hundred dollars (\$1,200.00) to meet extraordinary expenses of his office as mayor, payable at the rate of one hundred dollars (\$100.00) per month. No accounting shall be required of expenditures by the mayor from such fund.~~

Members of the City Council shall receive such compensation and expense allowances as shall be fixed by the Council by the affirmative vote of five members.

Insurance benefits provided to members of City Council shall only be paid for by the City during their actual term of service. After their term of service, councilpersons may be offered the opportunity to remain in the City's insurance plan(s) at their own expense. This provision shall not affect continuing City Council benefits previously established and available to active or former members of City Council elected for at least one term of office prior to the election of May 2009.

Article XX Transition

Sec. 121. Charter Review.

The City Council shall appoint a Charter Review Committee composed of residents of the City of North Miami Beach to review this Charter and make recommendations to the City Council regarding necessary or desired amendments no less than once every ten (10) years.

Section 3. Designation of Election

The City Council of the City of North Miami Beach does hereby designate the election, which will be held on Tuesday, May 5, 2009, as the day for submission to the qualified electors of the City of North Miami Beach, Florida, the ballot questions provided in Section 4 of this Resolution.

Section 4. Form of Ballot

A. That the form of ballot for the Charter Amendments provided for in Section 2 of this Resolution shall be, substantially, as follows:

1. Adopting a Citizens' Bill of Rights.

It is proposed that the Charter be amended to provide a citizens' bill of rights to provide reasonable access, availability of information, truth and greater transparency in government and citizens' rights to be heard, in order to promote knowledgeable participation by residents and citizens in their government.

Shall the above-described Charter Amendment be adopted?

YES

NO

2. Adopting a One-Year Residency Requirement for Candidates for the Offices of Mayor and City Council.

It is proposed that a person must reside continuously in the City of North Miami Beach for at least one (1) year prior to qualifying to run for Mayor or City Councilperson.

Shall the above-described Charter Amendment be adopted?

YES

NO

3. Adopting Four-Year Staggered Terms for Mayor and City Councilperson.

The City Charter currently provides for the Mayor (Seat 1) and six Councilpersons (seats 2, 3, 4, 5, 6, and 7) to run for office every two-years for two-year terms.

It is proposed that the term for Mayor and Councilpersons be extended from two years to four years, with three council seats and the Mayor's seat being up for election in one election cycle and the other three council seats being up for election in the following election cycle 2 years later in order to stagger terms of office.

Shall the above-described Charter Amendment be adopted?

YES

NO

4. Adopting Term Limits of Eight Consecutive Years in Office for Mayor & City Council.

The City Charter currently does not limit the number of terms a person may serve as either the Mayor or a councilperson or any combination thereof.

It is proposed to limit time in office for any combination of service as Mayor and/or Councilperson to eight (8) consecutive years in office, not including time served filling a vacancy that occurs in the middle of a term. After being out of office for two (2) years, a person may run again.

Shall the above-described Charter Amendment be adopted?

YES

NO

5. Restating Compensation Provision for Mayor & Councilpersons During their Term of Office.

While the City Charter currently allows for the Mayor and City Council to receive compensation, only the Office of Mayor additionally receives an annual \$1,200.00 expense allowance.

It is proposed to allow the Mayor & City Council to establish expense allowances for all members of Council by an affirmative vote of five members. It is further proposed to eliminate the provision which excludes an accounting of these funds.

Shall the above-described Charter Amendment be adopted?

YES

NO

6. Limiting Benefits Provided to Members of City Council After their Term of Office.

The City Charter does not currently limit the types of benefits provided to members of the City Council after their term of office.

It is proposed to eliminate City paid insurance benefits paid on behalf of Council members, after their terms of office expire, for Council members elected to office for the first time in or after the May 2009 City elections.

Shall the above-described Charter Amendment be adopted?

YES

NO

7. Requiring Charter Review at Least Every 10 Years.

A. The existing City Charter does not provide for required periodic Charter Review.

It is proposed to require the establishment of a Charter Review Committee to review the Charter and make recommendations to City Council at least once every ten years.

Shall the above-described Charter Amendment be adopted?

YES

NO

B. That the City Council may revise the ballot from set forth above by Resolution, provided, however, that the City Council hereby authorizes the City Manager in consultation with the Mayor and City Attorney to reorder the ballot questions in their discretion without further action of the City Council.

Section 5. Conduct of Elections

The election on May 5, 2009 shall be conducted in accordance with the applicable provision of the Florida Statutes, the Code of Miami-Dade County, and the Code and Charter of the City of North Miami Beach, and the polling places shall be those polling places in the City of North Miami Beach designated by Resolution or as otherwise provided by law.

Section 6. Notice Election

That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to wit: during the week commencing _____, _____, _____, 2009), and the second publication to be in the third week prior to the election (to wit: during the week commencing _____, _____, _____, 2009), and shall be in substantially the following form:

“NOTICE OF ELECTION”

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA (“THE CITY”), THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY FOR APPROVAL OR REJECTION AT THE REGULAR ELECTION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO BE HELD ON MAY 5, 2009.

1. Adopting a Citizens’ Bill of Rights.

It is proposed that the Charter be amended to provide a citizens’ bill of rights to provide reasonable access, availability of information, truth and greater transparency in government and citizens’ rights to be heard, in order to promote knowledgeable participation by residents and citizens in their government.

Shall the above-described Charter Amendment be adopted?

- [] YES
- [] NO

2. Adopting a One-Year Residency Requirement for Candidates for the Offices of Mayor and City Council.

It is proposed that a person must reside continuously in the City of North Miami Beach for at least one (1) year prior to qualifying to run for Mayor or City Councilperson.

Shall the above-described Charter Amendment be adopted?

[] YES

[] NO

3. Adopting Four-Year Staggered Terms for Mayor and City Councilperson.

The City Charter currently provides for the Mayor (Seat 1) and six Councilpersons (seats 2, 3, 4, 5, 6, and 7) to run for office every two-years for two-year terms.

It is proposed that the term for Mayor and Councilpersons be extended from two years to four years, with three council seats and the Mayor's seat being up for election in one election cycle and the other three council seats being up for election in the following election cycle 2 years later in order to stagger terms of office.

Shall the above-described Charter Amendment be adopted?

[] YES

[] NO

4. Adopting Term Limits of Eight Consecutive Years in Office for Mayor & City Council.

The City Charter currently does not limit the number of terms a person may serve as either the Mayor or a councilperson or any combination thereof.

It is proposed to limit time in office for any combination of service as Mayor and/or Councilperson to eight (8) consecutive years in office, not including time served filling a vacancy that occurs in the middle of a term. After being out of office for two (2) years, a person may run again.

Shall the above-described Charter Amendment be adopted?

[] YES

[] NO

5. Restating Compensation Provision for Mayor & Councilpersons During their Term of Office.

While the City Charter currently allows for the Mayor and City Council to receive compensation, only the Office of Mayor additionally receives an annual \$1,200.00 expense allowance.

It is proposed to allow the Mayor & City Council to establish expense allowances for all members of Council by an affirmative vote of five members. It is further proposed to eliminate the provision which excludes an accounting of these funds.

Shall the above-described Charter Amendment be adopted?

YES

NO

6. Limiting Benefits Provided to Members of City Council After their Term of Office.

The City Charter does not currently limit the types of benefits provided to members of the City Council after their term of office.

It is proposed to eliminate City paid insurance benefits paid on behalf of Council members, after their terms of office expire, for Council members elected to office for the first time in or after the May 2009 City elections.

Shall the above-described Charter Amendment be adopted?

YES

NO

7. Requiring Charter Review at Least Every 10 Years.

A. The existing City Charter does not provide for required periodic Charter Review.

It is proposed to require the establishment of a Charter Review Committee to review the Charter and make recommendations to City Council at least once every ten years.

Shall the above-described Charter Amendment be adopted?

YES

NO

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: February 17, 2009

**RE: RESOLUTION NO. R2009-13
Supporting Children and Families in the Economic Stimulus Package**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
URGING PRESIDENT BARACK OBAMA AND THE
UNITED STATES SENATE TO SUPPORT PROGRAMS
GEARED TOWARD THE STABILIZATION OF FAMILIES
AND THE PROVISION OF EARLY CHILDHOOD
EDUCATION PROGRAMS AS PART OF THE ECONOMIC
STIMULUS PACKAGE.**

RESOLUTION NO. R2009-13

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING PRESIDENT BARACK OBAMA AND THE UNITED STATES SENATE TO SUPPORT PROGRAMS GEARED TOWARD THE STABILIZATION OF FAMILIES AND THE PROVISION OF EARLY CHILDHOOD EDUCATION PROGRAMS AS PART OF THE ECONOMIC STIMULUS PACKAGE.

WHEREAS, the family unit has always been the foundation and basis of a healthy society; and

WHEREAS, in these difficult economic times it becomes crucial to provide safe, stable and affordable early child care and early educational programs, such as Head Start, Early Head Start, IDEA special education, and Title I education for disadvantaged children, in order to enable parents and caregivers to work to support themselves and their children; and

WHEREAS, proposed cuts to early childhood education and other social programs threaten the stability of many households and would cause severe hardship amongst Florida's working families.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby urge President Barack Obama and the United States Senate to preserve and enhance domestic social programs that fund early childhood education and childcare in the Economic Stimulus Package.

Section 3. The City Clerk is hereby directed to send a copy of this Resolution to President Barack Obama and to U.S. Senators Mel Martinez and Bill Nelson.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Councilman Frantz Pierre
Mayor and Council

RESOLUTION R2009-13

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: February 17, 2009

**RE: RESOLUTION NO. R2009-14
Opposing Moratorium on Impact Fees – Senate Bill 630**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
EXPRESSING OPPOSITION TO AND STRONG CONCERNS
REGARDING SENATE BILL 630 AND SIMILAR
LEGISLATION THAT WOULD IMPOSE A MORATORIUM
ON THE COLLECTION OF IMPACT FEES BY LOCAL
GOVERNMENTS; URGING THE FLORIDA LEGISLATURE
TO NOT PASS SUCH LEGISLATION.**

RESOLUTION NO. R2009-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO AND STRONG CONCERNS REGARDING SENATE BILL 630 AND SIMILAR LEGISLATION THAT WOULD IMPOSE A MORATORIUM ON THE COLLECTION OF IMPACT FEES BY LOCAL GOVERNMENTS; URGING THE FLORIDA LEGISLATURE TO NOT PASS SUCH LEGISLATION.

WHEREAS, Senate Bill 630 has been filed for consideration during the 2009 state legislative, by Senator Mike Bennett (R-Bradenton); and

WHEREAS, Senate Bill 630 would impose a three-year moratorium on the imposition and collection of impact fees for any purpose by a county or municipality from October 1, 2009 through September 30, 2012; and

WHEREAS, Miami-Dade County currently collects impact fees for roads, fire and emergency services, water and sewer, police services, parks and schools; and

WHEREAS, road and school impact fees collected by Miami-Dade County are countywide in nature and serve to enhance the quality of life for all residents of the County; and

WHEREAS, the City of North Miami Beach collects impact fees for water & sewer, parks, and beautification to ensure that new development bears its proportionate share of the capital cost of new infrastructure and services necessary to support the new development; and

WHEREAS, Senate Bill 630 or similar legislation would have a substantial fiscal impact on Miami-Dade County, including more than \$20 Million for road impact fees alone, as well as on the City of North Miami Beach; and

WHEREAS, passage of Senate Bill 630 or similar legislation would mean that fewer funds are available for new infrastructure projects, with corresponding losses in potential jobs; and

WHEREAS, passage of Senate Bill 630 or similar legislation also could have the effect of stopping infrastructure projects already planned or being constructed, with further corresponding job losses; and

WHEREAS, a moratorium on impact fees for infrastructure improvement would create concurrency deficiencies and therefore have the unintended consequence of impeding development; and

RESOLUTION R2009-14

WHEREAS, studies have shown that reducing government spending by reducing fees and taxes does not stimulate the economy and that the opposite is actually true: spending government funds on needed infrastructure projects acts to stimulate the economy; and

WHEREAS, passage of Senate Bill 630 or similar legislation would result in reduced infrastructure projects and a loss of construction jobs at a time when stimulus packages are being proposed at the federal, state and local levels to increase infrastructure funding and associated jobs.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach

Section 1. The Mayor and City Council hereby express strong concerns regarding Senate Bill 630 and similar legislation that would impose a three-year or other moratorium on the collection of impact fees by local governments and urge the legislature not to pass such legislation.

Section 2. The City Clerk is hereby directed to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Miami-Dade County State Legislative Delegation, Senator Mike Bennett, the Presiding Officer and Council Members of the municipalities in Miami-Dade County, and the Executive Director of the Miami-Dade County League of Cities.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby direct the City's state lobbyists to oppose the legislation set forth in Section 1 above, and authorize and direct that the 2009 State Legislative Package be amended to include this item.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK
(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor Raymond F. Marin
City Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
 CITY CLERK
 CITY MANAGER**

**FROM: DARCEE S. SIEGEL
 CITY ATTORNEY**

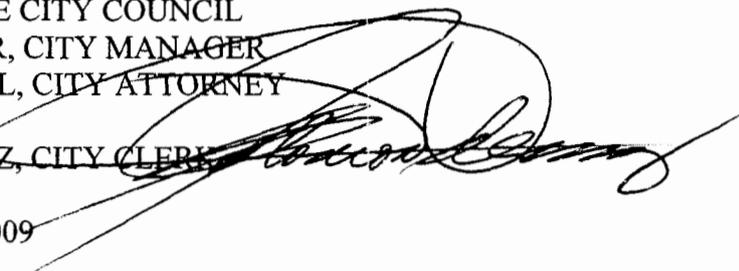
DATE: FEBRUARY 17, 2009

**RE: ORDINANCE NO. 2009-4
 Early Voting**

**AN ORDINANCE AMENDING CHAPTER TWO OF THE
CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI
BEACH, FLORIDA; PROVIDING FOR "EARLY VOTING"
FOR MAYOR AND CITY COUNCIL ELECTIONS TO BE
HELD IN MAY, 2009; PROVIDING FOR THE REPEAL OF
ALL ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR CODIFICATION OF THIS ORDINANCE.**

MEMORANDUM

TO: MAYOR RAYMOND F. MARIN
MEMBERS OF THE CITY COUNCIL
KELVIN L. BAKER, CITY MANAGER
DARCEE S. SIEGEL, CITY ATTORNEY

FROM: SOLOMON ODENZ, CITY CLERK 

DATE: FEBRUARY 11, 2009

RE: ORDINANCE NO. 2009-4

This is an ordinance providing for Early Voting.

Suggested dates:

Regular Election: April 20, 2009 – April 24, 2009 and
April 27, 2009 – May 1, 2009

Runoff Election: May 21, 2009 - May 22, 2009

ORDINANCE NO. 2009-4

AN ORDINANCE AMENDING CHAPTER TWO OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; PROVIDING FOR "EARLY VOTING" FOR MAYOR AND CITY COUNCIL ELECTIONS TO BE HELD IN MAY, 2009; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION OF THIS ORDINANCE.

WHEREAS, the City Council, pursuant to North Miami Beach Ordinance No. 2005-5, exempted municipal Mayor and City Council election(s) commencing with the May 3, 2005 election(s) from the duration, hours of operation and other restrictions for early voting as provided by Section 101.657(1)(b), Florida Statutes, while enabling the City to provide for sufficient, but shortened, schedule of early voting in advance of such municipal election(s); and

WHEREAS, the City Council desires to establish the early voting time period for the May 2009 election cycle.

NOW, THEREFORE,

BE IT ORDAINED, by the City Council of the City of North Miami Beach, Florida.

Section 1. All foregoing recitals are true and correct.

Section 2. That Section 2-9(b) of the Code of Ordinances of the City of North Miami Beach is hereby amended to read as follows:

(b) In lieu of the above-described provisions of Section 101.657(1)(b), Florida Statutes, it is hereby provided that early voting shall be provided at North Miami Beach City Hall as follows: ~~Monday, April 16, 2007~~ April 20, 2009 through Friday, ~~April 20, 2007~~ April 24, 2009, and Monday, ~~April 23, 2007~~ April 27, 2009 through Friday, ~~April 27, 2007~~ May 1, 2009. If a Runoff Election occurs, early voting will be provided on Thursday, ~~May 10, 2007~~ May 21, 2009, and Friday, ~~May 11, 2007~~ May 22, 2009, as feasible, based upon information by the Miami-Dade County Supervisor of Elections Office.

Section 3. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ___ day of _____, 2009.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: FEBRUARY 17, 2009

**RE: ORDINANCE NO. 2009-5
Runoff Election Date**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 12, 2009 TO MAY 26, 2009 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE.

MEMORANDUM

TO: MAYOR RAYMOND F. MARIN
MEMBERS OF THE CITY COUNCIL
KELVIN L. BAKER, CITY MANAGER
DARCEE S. SIEGEL, CITY ATTORNEY

FROM: SOLOMON ODENZ, CITY CLERK

DATE: FEBRUARY 11, 2009

RE: ORDINANCE NO. 2009-5

This is an ordinance changing the date of the Runoff Election from the present one (1) week provision to three (3) weeks after the regular Election as per the request of the Supervisor of Elections of Miami-Dade County (i.e. from May 12, 2009 to May 26, 2009)

ORDINANCE NO. 2009-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 12, 2009 TO MAY 26, 2009 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III of the Charter of the City of North Miami Beach provides for regular elections to be held biennially on the first Tuesday in May and runoff elections, if required to be held the second Tuesday in May; and

WHEREAS, the Miami-Dade Supervisor of Elections and the County Manager have requested that the North Miami Beach City Council adopt an Ordinance changing the date of the upcoming runoff election, if one is required, from May 12, 2009 to May 26, 2009 to allow for the accurate programming of voting machines, as well as the preparation, printing, testing and return of absentee ballots; and

WHEREAS, Sections 100.3605(2) and 166.021(4), Florida Statutes, specifically empower municipalities to enact changes in election dates and changes in terms of office that are necessitated by such changes in election dates, without approval by referendum of the electors; and

WHEREAS, in reliance on the representations of Miami-Dade County, and the herein cited state law as to the necessity and legality of such changes, the Mayor and City Council have determined it to be in the best interests of the citizens and residents of the City to change this year's runoff election, if any, from May 12, 2009 to May 26, 2009, and to extend the terms of office of all sitting councilpersons until the declaration of such election results, and installation of all newly elected (or re-elected) members of Council at the regular meeting of the City Council to be held on or about 7:00 p.m. on Tuesday, June 2, 2009, pursuant to the City's Charter and ordinance provisions, and above cited state law.

NOW, THEREFORE,

BE IT ORDAINED, by the City Council of the City of North Miami Beach, Florida.

Section 1. All foregoing recitals are true and correct.

Section 2. The Mayor and City Council of the City of North Miami Beach, Florida pursuant to Municipal powers vested by state law in accordance with Florida Statutes §100.3605(2) and 166.021(4), hereby change the election date for a runoff election, if required, for the general election for the year 2009, from May 12, 2009 to May 26, 2009 and hereby extend the terms of office for all sitting councilpersons, until the declaration of said election results and installation of all newly elected or re-elected councilpersons, at the regular meeting of the City Council to be held at 7:00 p.m. on Tuesday, June 2, 2009.

Section 3. The City Clerk is hereby directed to send a certified copy of this ordinance to the Miami-Dade County Supervisor of Elections.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 6. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ____ day of _____, 2009.

APPROVED AND ADOPTED on second reading this ____ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

RAYMOND F. MARIN
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
 CITY CLERK
 CITY MANAGER**

**FROM: DARCEE S. SIEGEL
 CITY ATTORNEY**

DATE: FEBRUARY 17, 2009

**RE: ORDINANCE NO. 2009-6
 Police & Firefighters' Pension Plan – Mortality Table Revision**

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ARTICLE II, DEFINITIONS, ARTICLE VI, RETIREMENT BENEFITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

Robert A. Sugarman♦
Howard S. Susskind
Kenneth R. Harrison, Sr.
D. Marcus Braswell, Jr.
Pedro A. Herrera
Noah Scott Warman
Ivelisse Berio LeBeau

♦ Board Certified Labor
& Employment Lawyer

100 Miracle Mile
Suite 300
Coral Gables, Florida 33134
(305) 529-2801
Broward 327-2878
Toll Free 1-800-329-2122
Facsimile (305) 447-8115

MEMORANDUM

February 10, 2009

TO: Miriam Bensinger, Asst. City Attorney
City of North Miami Beach

FROM: Robert Sugarman 

RE: Retirement Plan for the Police Officers and Firefighters of the City of North
Miami Beach / Proposed Ordinance on Mortality Table and IRS Compliance

The Police Officers and Firefighters' Retirement Plan's actuary recommended changing the mortality tables specified in the pension ordinance to a more modern and recent mortality table. The actuary utilizes the mortality table to estimate the life expectancy of each of the retirement plan's members. Since pensions are paid for life, this permits the actuary to estimate the amount of money that will be needed by the pension plan to pay a member's pension. Using a more modern and current table permits the pension plan to make more accurate estimates of its pension obligations so that the plan can be properly funded. This amendment was approved by a referendum of the retirement plan's active police members.

The Retirement Plan's attorney has recommended that the plan be amended to comply with the recent changes in the Internal Revenue Code that applied to governmental pension plans. Changes to remain in compliance with the Internal Revenue Code (IRC) do not require member approval.

While most of these IRC changes are technical, they:

- Include in pensionable compensation members' earnings that are paid with pre-tax dollars, such as amounts contributed to their deferred compensation (§457) plans, or their cafeteria (§125) plans.

Memo In Re: Proposed Ordinance on Morality Table and IRS Compliance

February 10, 2009

Page 2 of 2

- Lower the amount of the total value of the pension that the trustees can force a member to accept as a lump sum rather than monthly benefits (it is unlikely that this will ever be used).
- Changes the amount and method of calculation of the maximum amount of the pension that can legally be paid under the Internal Revenue Code (changes to §415 limits).
- Requires that pensions for retirees begin no later than age 70 ½ with provisions for payments to designated beneficiaries.
- Regulates retroactive annuity start dates for retired members who delay applying for pensions.
- Changes the maximum amount of pay that can be pensionable (the current limit under the IRC is \$200,000.00).

Because the Internal Revenue Service is increasing the attention that it pays to governmental pension plans, it was recommended that the changes be made at this time.

ORDINANCE NO. 2009-6

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ARTICLE II, DEFINITIONS, ARTICLE VI, RETIREMENT BENEFITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the City of North Miami Beach pension plan for police officers and firefighters requires certain technical amendments to bring it into conformity with the federal Internal Revenue Code, Economic Growth and Tax Relief Reconciliation Act of 2001, and the Pension Protection Act of 2006; and

WHEREAS, the Retirement Plan's Actuary has recommended a change in mortality table; and

WHEREAS, the Retirement Plan must be amended to specifically provide for the recently established federal regulations; and

WHEREAS, the City Council has received an actuarial impact statement concerning these amendments; and

WHEREAS, the amendment changing the mortality table has been approved by a majority of the Plan's active participants voting in a referendum and the remaining amendments required for Internal Revenue Code compliance do not require such approval,

NOW THEREFORE, BE IT ORDAINED by the City Council 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 hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article II, Definitions, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

Actuarial Equivalent as used herein means equality in value of the aggregate amounts expected to be received under different forms of payment. Actuarially-equivalent amounts will be determined for all purposes based on the 1994 Group Annuity Reserving Table, projected by 2002, based upon a fixed blend 50% male mortality rates – 50% female

mortality rates, per IRS Revenue Ruling 2001-62 with interest 8.0% where the disabled Member's age shall be set forward five (5) years for all calculations, 1951 Group Annuity Mortality Table projected by Scale C to 1965 with interest at 8.0% where the Participant's age shall be set back one (1) year and the Beneficiary's age shall be set back four (4) years for all calculations.

Basic Compensation for Police Officers means, as per the State Statute, the total cash remuneration paid to a police officer for services rendered, and shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 6.08(C) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code.

Basic Compensation for Firefighters means the regular fixed monthly compensation actually paid to a participant by Metropolitan Dade County, and shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 6.08(C) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code.

Section 3. Section 6.07, Lump Sum Payment of Small Retirement Income, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

Notwithstanding any provision of the Plan to the contrary, if the monthly retirement income payable to any person entitled to any benefit hereunder is less than \$100 or if the single-sum value of the accrued retirement income is less than ~~\$3,500~~ 1,000 as of the date of retirement or termination of service, whichever is applicable, the Retirement Committee may, in the exercise of its discretion, specify that the actuarial equivalent of such retirement income be paid in a lump sum or in monthly installments for a period certain of not more than 60 months.

Section 4. Section 6.08(C), Application of Code Section 415 Limitations, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

(C) Application of Code Section 415 Limitations

~~Defined contribution plan limits of IRC Section 415(e) and regulations thereunder, and combined plan limits of IRC Section 415(e) and regulations thereunder, are hereby incorporated by reference to the extent that such provisions may apply to this plan.~~

~~If, as a result of this allocation of forfeitures, a reasonable error in estimating a member's compensation or other facts and circumstances to which Regulation 1.415-6(b)(6) shall be applicable, the annual additions under this plan would cause the maximum annual additions to be exceeded for any member, the administrator shall (1) return any employee contributions credited for the "limitation year" to the extent that the return would reduce the excess amount in the member's accounts; (2) hold any "excess amount" remaining after the return of any employee contributions in a "Section 415 suspense account"; (3) use the "Section 415 suspense account" in the next limitation year (and succeeding limitation years if necessary) to reduce employer contributions for that member if that member is covered by the plan as of the end of the limitation year; or (4) reduce employer contributions to the plan for such limitation year by the amount of the "Section 415 suspense account" allocated and reallocated during such "limitation year". For purposes of this section, "excess amount" for any member for a limitation year shall mean the excess, if any, of (1) the annual additions which would be credited to his account under the terms of the plan without regard to the limitations of IRC Section 415 or (2) the maximum annual additions determined pursuant to the previous paragraph.~~

~~For purposes of this section, "Section 415 suspense account" shall mean an unallocated account equal to the sum of "excess amounts" for all members in the plan during the limitation year. The "Section 415 suspense account" shall not share in any earnings or losses of the fund. The foregoing shall not apply if Section 415 of the Internal Revenue Code is made inapplicable to this Plan either by statute or regulation.~~

(A) Definitions Used in this Section

(1) "Annual Pension" means the sum of all annual benefits payable in the form of a single life annuity or qualified joint and survivor annuity from all defined benefit plans (whether or not terminated) maintained by the City, provided that effective for limitation years beginning after December 31, 2001, the Plan shall not be combined or aggregated with any other plan for purposes of applying Section 415(b)(1)(B) of the Code to such other plan for purposes of applying the limitations of Code Section 415. Benefits payable in any other form shall be adjusted to the larger of:

(a) the Actuarial Equivalent of a single life annuity beginning at the same age, computed using the interest rate and mortality basis (or other tabular factor) used for Actuarial Equivalence for the particular form of payment under the Plan, or

(b) the actuarial equivalent of a single life annuity beginning at the same age, computed using a 5.00% interest rate (or for any form of payment subject to IRC Section 417(e)(3), the Applicable Interest Rate) and the Applicable Mortality Table.

The Annual Pension shall not be adjusted for any benefit that is payable on account of the death or disability of the Member as defined in Section 415(b)(2)(H)(I) of the Code.

(2) "Dollar Limitation" means the adjusted value of \$160,000 (or such other amount as may be in effect on the last day of the calendar year pursuant to Section 415(d) of the IRC) based on the age of the Member when the benefit begins as follows:

<u>Age:</u>	<u>Adjustment of Dollar Limitation:</u>
<u>Over 65</u>	<p>The smaller of:</p> <p>(a) <u>the Actuarial Equivalent of the limitation for age 65, computed using the interest rate and mortality basis (or other tabular factor) used for Actuarial Equivalence for Late Retirement Income under the Plan, or</u></p> <p>(b) <u>the actuarial equivalent of the limitation for age 65, computed using a 5.00% interest rate and the Applicable Mortality Table.</u></p> <p>For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.</p>
<u>62 to 65</u>	<u>No adjustment.</u>
<u>Less than 62</u>	<p><u>No adjustment for qualified Police Officers and Firefighters as defined in Section 415(b)(2)(G) of the code; otherwise:</u></p> <p><u>The greater of:</u></p> <p>(a) <u>the Actuarial Equivalent of the limitation for age 62, computed using the interest rate and mortality basis (or other tabular factor) used for Actuarial Equivalence for Early Retirement Income under the Plan, or</u></p> <p>(b) <u>the actuarial equivalent of the limitation for age 62, computed using 5.00% interest rate and the Applicable Mortality Table.</u></p> <p>Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.</p>

(3) The term "limitation year" is the 12 month period which is used for application of the limitations under Section 415 of the Code and shall be the calendar year.

(B) This Section 6.08(C) will not be applicable if Annual Pension benefits do not exceed \$10,000 multiplied by a fraction whose value cannot exceed one, the numerator of which is the Member's period of service measured by total Vested Service, and the denominator of which is 10, provided the Member has never participated in a defined contribution plan maintained by the City.

(C) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury that become effective no sooner than January 1 of each year. As a result of such an adjustment, a Retirement Income that had been limited by the provisions of this Section 3.6 in a previous Plan Year may be increased with respect to future payments to the lesser of the adjusted Dollar Limitation amount or the amount of Retirement Income that would have been payable under this Plan without regard to the provisions of this Section 3.6.

(D) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Section 6.08(C) and the provisions of Section 415 of the Code and regulations hereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code.

(E) In no event shall the amount of Retirement Income considered under this Plan exceed the amount of a benefit that is non-discriminatory under Code Section 401(a)(4).

(F) In no event shall distributions to the 25 most highly-compensated active and former Members (as that term is defined in Code Section 414(q)) exceed the amount that would be paid to such individual under a straight-life annuity that is the Actuarial Equivalent of the Member's accrued benefit and the Member's other benefits under the Plan, except that the preceding restriction on the amount of distribution to the 25 most highly-compensated Members ("Restricted Member") will not apply if any of the following requirements have been met for each Restricted Member:

(1) After payment of the benefits otherwise provided under this Plan to such Restricted Member, the value of plan assets equals or exceeds 110 percent of the value of current liabilities as defined in Code Section 412(l)(7);

(2) The value of the benefits otherwise provided under this Plan to such Restricted Member is less than one percent of the value of current liabilities, as defined in Code Section 412(l)(7), before distribution of such benefit; or

(3) The value of such Restricted Member's benefits does not exceed \$5,000.

Section 4. Section 6.08A, Annual Compensation Limits Provided by Section 401(A)(17) of the Internal Revenue Code, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

~~Notwithstanding any other provision of this Retirement Plan to the contrary, a participant's annual compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code shall be disregarded. However, for those participants who commence participation in the Retirement Plan prior to the first plan year beginning after December 31, 1995, the limitation on compensation shall not be less than the amount that was allowed to be taken into account under the Retirement Plan as in effect on July 1, 1993.~~

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Compensation of each Member taken into account under the Plan

shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

[p1]

Section 5. Section 6.08B, Required Distributions, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby created by adding the following underlined language:

S.6.08B REQUIRED DISTRIBUTIONS

(A) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a Member's benefits under the Plan shall commence not later than the later of:

(a) April 1 of the calendar year that next follows the calendar year in which the Member attains or will attain the age of 70½ years; or

(b) April 1 of the calendar year that next follows the calendar year in which the Member retires;

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date.

(2) Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

(b) If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(c) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(d) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this Paragraph

6.08B(B)(2), other than Subparagraph 6.08B(B)(2)(a), will apply as if the surviving spouse were the Member.

For purposes of this Paragraph 6.08B(B)(2) and Subsection 6.08B(E), distributions are considered to begin on the Member's Required Beginning Date (or, if Subparagraph 6.08B(B)(2)(d) applies, the date distributions are required to begin to the surviving spouse under Subparagraph 6.08B(B)(2)(a)). If annuity payments irrevocably commence to the Member before the Member's Required Beginning Date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under Subparagraph 6.08B(B)(2)(a)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections 6.08B(C), 6.08B(D) and 6.08B(E). If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(C) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Subsections 6.08B(D) or 6.08B(E);

(c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(d) payments will either be nonincreasing or increase only as follows:

(i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Subsection 6.08B(D) dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(iii) to provide cash refunds of member contributions upon the Member's death; or

(iv) to pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's Required Beginning Date (or, if the Member dies before distributions begin, the date distributions are required to begin under Subparagraph 6.08B(B)(2)(a) or Subparagraph 6.08B(B)(2)(b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(D) Requirements For Annuity Distributions That Commence During Member's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse. If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary, annuity payments to be made on or after the Member's Required Beginning Date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(2) Period Certain Annuities. Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Paragraph 6.08B(D)(2), or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(E) Requirements For Minimum Distributions Where Member Dies Before Date Distributions Begin.

(1) Member Survived by Designated Beneficiary. If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in Subparagraph 6.08B(B)(2)(a) or Subparagraph 6.08B(B)(2)(b), over the life of the designated beneficiary or over a period certain not exceeding:

(a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

(b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Member dies before the date distribution of his or her interest begins, the Member's surviving spouse is the Member's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Subsection 6.08B(E) will apply as if the surviving spouse were the Member, except that the time by which distributions must begin will be determined without regard to Subparagraph 6.08B(B)(2)(a).

(F) Definitions.

(1) Designated beneficiary. The individual who is designated as the beneficiary under Section 6.4 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph 6.08B(B)(2).

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

Section 6. Section 6.08C, Retroactive Annuity Start Dates, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby created by adding the following underlined language:

S.6.08C RETROACTIVE ANNUITY START DATES

In the event an Member elects a retroactive annuity starting date, such Member's future periodic payments shall be the same as the future periodic payments, if any, that would have been paid with respect to the Member had payments actually commenced on the retroactive annuity starting date. Such Member must receive a make-up payment to reflect any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payments (with an appropriate adjustment for interest from the date the missed payment or payments would have been made to the date of the actual make-up payment). An Member cannot elect a retroactive annuity starting date that precedes the date upon which the Member could have otherwise started receiving benefits. If an Member elects a retroactive annuity starting date, the actuarial assumptions as of the retroactive annuity starting date shall be used to determine such Member's benefits. However, if the exceptions for benefits subject to Code Section 417(e) and 415 are not complied with in accordance with the final regulations, the actuarial assumptions as of the date distributions begin shall be used.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any section, subsection, clause or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 9. This Ordinance shall take effect upon adoption.

APPROVED BY TITLE ONLY on first reading this ___ day of _____, 2009.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY CLERK
CITY MANAGER**

**FROM: DARCEE S. SIEGEL
CITY ATTORNEY**

DATE: ~~FEBRUARY 3, 2009~~

FEBRUARY 17, 2009

**RE: ORDINANCE NO. 2009-3
Firefighters' Supplemental Pension Benefits**

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 6.01(c) TO PROVIDE FOR THE USE OF PREMIUM TAX INCOME UNDER CHAPTER 175, FLORIDA STATUTES, TO FUND A SUPPLEMENTAL BENEFIT TO FIREFIGHTER MEMBERS OF THE RETIREMENT PLAN IN LIEU OF THE CONTINGENT COST OF LIVING BENEFITS PREVIOUSLY PROVIDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

Robert A. Sugarman ♦
Howard S. Susskind
Kenneth R. Harrison, Sr.
D. Marcus Braswell, Jr.
Pedro A. Herrera
Noah Scott Warman
Ivelisse Berio LeBeau

♦ Board Certified Labor
& Employment Lawyer

100 Miracle Mile
Suite 300
Coral Gables, Florida 33134
(305) 529-2801
Broward 327-2878
Toll Free 1-800-329-2122
Facsimile (305) 447-8115

MEMORANDUM

February 10, 2009

TO: Miriam Bensinger, Asst. City Attorney
City of North Miami Beach

FROM: Robert Sugarman 

RE: Retirement Plan for the Police Officers and Firefighters of the City of North
Miami Beach / Proposed Firefighters' Share Plan

Over 30 years ago, the City's fire department was transferred to the Miami-Dade County Fire Department. All of the City's firefighters at that time became employees of the County's Fire Department with the option to remain in the City's Police Officers and Firefighters Retirement Plan or to switch to the Florida Retirement System that covered county employees. A number of former city firefighters chose to remain with the City's pension plan. All of the former city firefighters have retired from the County. The retirement Plan continues to pay pensions to ___ former firefighters or their survivors.

Both the firefighters' and police officers' pension plans receive state subsidies derived from an excise tax imposed by the City upon insurance companies writing fire and crime insurance covering property within the city limits. (This does not raise the premiums charged to our residents or businesses because insurance companies take a credit for the City's excise taxes against the taxes they would otherwise pay to the state.) These subsidies help reduce the City's cost of the pension plan. A state law adopted in 1999 froze the amount of state subsidy that was permitted to offset the City's contribution to the pension plan.

The state subsidy continued to be received after the firefighters retired. In order to utilize the subsidy, firefighters' pension plan was amended several times over the years to provide various cost of living adjustments (COLAs) and lump sum payments. Because these were different benefits adopted at different times, they became unwieldy and difficult to administer.

Memo In Re: Proposed Firefighters' Share Plan

February 10, 2009

Page 2 of 2

The trustees of the pension plan recommended simplifying the plan to utilize the continued state subsidies.

The proposed amendment abolishes all the previous COLAs and lump sum payments and replaces them with shares of the state money received each year. If no state money is received, then no shares are paid out to the retirees and thus there is no liability incurred by the pension plan or the city. The amendment promises only to pay out shares of what is received. Under the proposed amendment, after the annual state subsidies are received, the amount that can be used to offset the city's contribution to the pension plan is first deducted and deposited into the pension plan to reduce the city's contribution. The remaining amount is divided up into shares according to their years of credited service as a firefighter and the amount they receive as a monthly pension and paid out each year to the retirees. No promise of any fixed or defined benefit for these shares is made to the firefighters. They receive share payments only if state money is received and there is enough money left to pay shares after the amount that can be used by the city is deducted and paid to the pension plan.

All of the firefighter retirees have consented to this change. It will make the pension plan easier to administer and understand.

Due to the difficulty of administering the current provisions, the pension plan's current actuary discovered that some of the firefighter retirees had been overpaid and some had been underpaid their proper pensions. The pensions of those that were underpaid would be corrected. The overpayments that were made would be paid back to the pension plan by deducting them from the share payments that will be payable under the proposed amendment.

ORDINANCE NO. 2009-3

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 6.01(c) TO PROVIDE FOR THE USE OF PREMIUM TAX INCOME UNDER CHAPTER 175, FLORIDA STATUTES, TO FUND A SUPPLEMENTAL BENEFIT TO FIREFIGHTER MEMBERS OF THE RETIREMENT PLAN IN LIEU OF THE CONTINGENT COST OF LIVING BENEFITS PREVIOUSLY PROVIDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council and the Police Officers and Firefighters Retirement System Board of Trustees have determined that it would be in the best interest of the participants of the Retirement Plan to provide for the use of premium tax income received by the Retirement Plan pursuant to Chapter 175, Florida Statutes, to fund an annual supplemental benefit for firefighter members of the retirement plan rather than the contingent cost of living benefits previously provided; and

WHEREAS, each of the concerned members have approved in writing the provision of an annual supplemental benefit in lieu of the contingent cost of living benefits previously provided; and

WHEREAS, the Retirement Plan must be amended in order to provide said annual supplemental benefit; and

WHEREAS, the City Council has received an actuarial impact statement regarding said benefit indicating no additional cost to the plan or to the City; and

WHEREAS, the previous method of calculating and paying contingent cost of living increases was difficult to administer, leading to errors in the payment of pensions, which errors must be corrected by collecting overpayments from or making payments for underpayments to pensioners and retirees; and

WHEREAS, the creation of the supplemental retirement benefits herein provides a means for reimbursement of overpayments without reducing a retiree's or pensioner's monthly pension payments; and

WHEREAS, the repayment plan agreed to by the firefighters and the pension board provides for the recovery by the plan of all overpayments and the normalization of all benefit calculations upon payment of the January 2009 supplemental benefit.

ORDINANCE NO. 2009-3

NOW, THEREFORE,

BE IT ORDAINED by the City Council 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 hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Subsection (c) of Section 6.01 of the Retirement Plan relating to Supplemental Retirement Benefits for Firefighters is hereby amended¹ as follows:

6.01 Normal Retirement

(c) **Police Cost of Living Adjustments and Firefighter Supplemental Benefits**

Police COLA. Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income payable hereunder to each police participant who retired under Section 6.01 hereof on or after December 30, 1988, and who as of that October 1st has been retired for three or more years, or who retired under the Early Retirement Incentive set forth in Section 6.01(f), or to any such participant's surviving beneficiary, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002.

~~Commencing March 1, 1997, and on the first day of each March thereafter, the monthly income payable to each firefighter participant who retired on or after December 30, 1988, including those firefighter participants who participate in the Benefit alternate computation Deferred Retirement Option Plan, shall be increased by 2%, provided that the City of North Miami Beach continues to receive a rebate of fire insurance premium tax monies pursuant to Chapter 175, Florida Statutes. Should the payment to the City of North Miami Beach of the premium tax rebate monies by the State of Florida be discontinued or be reduced in any year so as to require an additional City contribution in order to fund this cost of living adjustment, then the amount of the cost of living adjustment in that year shall be reduced so that additional City contributions shall not be required. Commencing March 1, 2002 and on the first day of each October thereafter, investment returns in excess of the actuarially assumed rate of return and all state premium tax funds shall be applied towards insuring the actuarial soundness of the Retirement Plan. If the portion of the Retirement Plan's actuarial liability attributable to former firefighters is fully funded, any funds remaining thereafter shall be utilized to provide an increase of up to two and one half percent (2.5%) to the monthly income payable hereunder for each firefighter participant who retired, or any such participant's surviving beneficiary, pursuant to actuarial analysis.~~

~~**Supplemental Retirement Benefit:** In addition to all other benefits provided herein, an annual supplemental retirement benefit is hereby provided for all firefighter retirees and beneficiaries and survivor annuitants of deceased firefighters. Entitlement to such supplemental retirement benefit shall be determined annually contingent upon the receipt by the Plan of any "additional premium tax revenues," as defined in sub-section 175.351(1) (b), Florida Statutes, or upon the accumulation of any "additional premium tax revenues" received in prior years. The total amount of "additional premium tax revenues" that is available to be distributed shall be determined by the Board, upon advice of the Board's actuary, after the amount currently allowed to be applied to the Plan's contribution requirement has been determined. Payment of such supplemental retirement benefit shall be made annually to each firefighter retiree or beneficiary or survivor annuitant of a deceased firefighter retiree. Such payment shall be made only after receipt of any "additional premium tax revenues" from the state but not later than the first of December of each year, beginning with the year 2005. Payment to eligible recipients shall be made only after it has been confirmed in writing that the recipient was alive on October first of that year. The amount of each such supplemental retirement benefit shall be equal to the sum of: (1) Half of the "additional premium tax revenues"~~

¹ The Supplemental Retirement Benefits for police officers remain unchanged by this ordinance.

~~available to be distributed multiplied by the total Credited Service at retirement for the retired or deceased firefighter upon whose service the benefit is based, divided by the total Credited Service at retirement for all retired firefighters and all deceased firefighters whose beneficiaries or survivor annuitants received benefits as of October first of that year, plus (2) Half of the "additional premium tax revenues" available to be distributed multiplied by the monthly benefit paid to the retired firefighter, beneficiary or survivor annuitant, divided by the total monthly benefits paid to all retired firefighters, beneficiaries and survivor annuitants on October first of that year; provided that each annual supplemental retirement benefit shall not exceed twenty thousand dollars. Such supplemental retirement benefit shall be paid in a lump sum, with the first payment to be made within 60 days after adoption of this ordinance retroactive to December 1, 2005.~~

Firefighter Supplemental Retirement Benefit. In lieu of the cost of living adjustments previously provided, commencing January 1, 2009, there is hereby provided for all firefighter retirees and pensioners alive as of each October 1st prior to the payment of this benefit an annual supplemental retirement benefit.

(i) Entitlement to such supplemental retirement benefit is contingent upon and shall be determined annually based upon the receipt by the Plan of any premium tax income pursuant to sections 175.121(2) and 175.351(1), Florida Statutes. The total amount of premium tax income that is available to be distributed as supplemental retirement benefits hereunder shall be determined by the Board, upon advice of the Board's actuary, after the maximum amount that is allowed to be placed in the pension plan to become an integral part of the firefighters' pension plan so as to be applied to the City's contribution requirement has been determined and placed in the firefighters' pension plan.

(ii) Payment of such supplemental retirement benefit shall be made annually in January of each year, based upon the amount of undistributed premium tax income received during previous calendar year, or if the payment of a year's premium tax income is delayed until after December 31st of that year, then payment of the supplemental retirement benefit shall be paid within 90 days after receipt.

(iii) Payment to each firefighter retiree or pensioner is contingent upon and can only be made after receipt of premium tax income from the state in excess of the maximum amount that is allowed to be placed in the pension plan to offset any required City contribution to become an integral part of the firefighters' pension plan and only after it has been confirmed in writing that the recipient was alive on the prior October 1st.

(iv) The amount of each such supplemental retirement benefit shall be equal to the sum of: (1) Half of the premium tax income available to be distributed as supplemental retirement benefits hereunder multiplied by the total Credited Service at retirement for the retired or deceased firefighter upon whose service the benefit is based, divided by the total Credited Service at retirement for all retired firefighters and all deceased firefighters whose beneficiaries or survivor annuitants received supplemental retirement benefits as of the prior October 1st, plus (2) Half of the premium tax income available to be distributed as supplemental retirement benefits multiplied by the monthly benefit paid to the retiree or pensioner on the prior October 1st, divided by the total monthly benefits paid to all retirees and pensioners on the prior October 1st.

Section 3. The supplemental benefit paid pursuant to this ordinance to each firefighter or his beneficiary in January 2009 shall be reduced by his then total outstanding debt to the plan caused by prior overpayment of benefits.

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

Section 6. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 7. This Ordinance shall take effect upon adoption.

APPROVED BY TITLE ONLY on first reading this **3rd day of February, 2009.**

APPROVED AND ADOPTED on second reading this ___ day of _____, 2009.

ATTEST:

SOLOMON ODENZ
CITY CLERK

(CITY SEAL)

RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: February 17, 2009

LITIGATION LIST

I. Wrongful Deaths:

Graham Donald/Smith Sylvia vs. CNMB
Wrongful Death

Hernandez, Estate of v. CNMB
Wrongful Death

Kelly, Estate of v. CNMB
Wrongful Death

II. Civil Rights:

Mack, Eugene E. v. Loizzo, et al
Civil Rights Violation/False Arrest

Madura, Maryla vs. CNMB, Antonio Marciante and Tony Sanchez, individually
Civil Rights Violation/False Arrest

Nelson, Travis v. CNMB, et al
Civil Rights Violation/False Arrest

Smith, Louis v. John Richard Renaud, NMBPD, & CNMB
Civil Rights Violation/False Arrest

Torres, Antonio v. CNMB
Civil Rights Violation/False Arrest

III. Personal Injury:

Donahue, Louise, et al v. CNMB
Slip & Fall/Personal Injury

Gilmore, Turner and Frances v. CNMB and Christopher C. Sweigart
Automobile Accident/Personal Injury

Jones, Zettie & Earnest v. CNMB, et al
Slip & Fall/Personal Injury

Martell, Erlinda vs. CNMB
Personal Injury

Moy, Christian vs. CNMB
Automobile Accident/Personal Injury

IV. Land Use Litigation:

Donahue, John, et al. v. CNMB, Sol Odenz and Miami-Dade County
Petition Protest (Height and Density)

State of Florida, Division of Administrative Hearings
Alvey, Errol and Taylor, Robert v. CNMB
Comprehensive Plan Challenge

Baron, Charles & Taylor, Robert v. CNMB
Administrative Zoning Appeal

Builders Association of South Florida (The), et al., v. CNMB
Declaratory Judgment and Permanent Injunction

V. Other Litigation:

Capital One Bank vs. Altiaga and CNMB
Writ of Garnishment

CACV of Colorado v. Lubin and CNMB
Writ of Garnishment

Chase Manhattan Bank v. Guiteau and CNMB
Writ of Garnishment

VI. Forfeitures:

CNMB v. Abarca/Tablas/Vazquez-Casimiro/Nunes/Perez/Romero
Forfeiture

CNMB v. Alonso/Gonzalez
Forfeiture

CNMB v. Bernadin
Forfeiture

CNMB v. Busto/Solano/Arias
Forfeiture

CLOSED/DEFAULT ENTERED

CNMB v. Camejo
Forfeiture

CNMB v. Chavez/Hernandez
Forfeiture

CNMB v. Colon
Forfeiture

CNMB v. Diaz/Ramirez/Rodriguez
Forfeiture

CNMB v. Exposito/Leiva/Moore
Forfeiture

CNMB v. Gedeon
Forfeiture

CNMB v. Gilles
Forfeiture

CNMB v. Giordano
Forfeiture

CNMB v. Goodman
Forfeiture

CNMB v. Harryton/Cunningham/Furbush
Forfeiture

CNMB v. Johnson/Murat
Forfeiture

CNMB v. Jones/Morgan
Forfeiture

CNMB v. Lassus
Forfeiture

CNMB v. Maldonado-Diaz
Forfeiture

CNMB v. Molina/Fernadnez
Forfeiture

CNMB v. Muhammad/Camarioca Auto
Forfeiture

CNMB v. Mullins/Holmes/Upshaw
Forfeiture

CNMB v. Noa/Corrales
Forfeiture

* CNMB v. Ottoni/Silva
Forfeiture

CNMB v. Parra/Martinez
Forfeiture

CNMB v. Pecina/Portillo/Tango
Forfeiture

CNMB v. Peoples
Forfeiture

CNMB v. Perrier
Forfeiture

CNMB v. Poitier/Jean-Pierre
Forfeiture

CNMB v. Rodriguez/Pinon
Forfeiture

CNMB v. Rojas
Forfeiture

CNMB v. St Hilaire/Mazard/Donaldson
Forfeiture

CNMB v. Torres, et al
Forfeiture

CNMB v. Torres, C., et al
Forfeiture

CNMB v. Turbides/Nicholas/Rincon/Abreu
Forfeiture

CNMB v. Urena/Rodriguez/Mathieux
Forfeiture

CNMB v. Virgile
Forfeiture

Alphera Financial Services v. CNMB
Replevin

Bennie v. CNMB (Police Department)
Replevin

Ford Motor Credit Company v. CNMB
Replevin

VII. Mortgage Foreclosures:

Accredited Home Lenders, Inc. v. CNMB (Funes)
Mortgage Foreclosure

ACT Properties, LLC v. CNMB (Robinson, et al)
Mortgage Foreclosure

Aegis Mortgage Corp v. CNMB (Galina Pikh)
Mortgage Foreclosure

Aegis Mortgage Corp v. CNMB (Galina Pikh, et al.)
Mortgage Foreclosure

Allied Mortgage & Financial Corp. vs. CNMB (Sorota)
Mortgage Foreclosure

Ameriquet Funding vs. CNMB (Caraballo)
Mortgage Foreclosure

Argent Mortgage Company v. CNMB (Harmitt)
Mortgage Foreclosure

* Aurora Loan Services, LLC v. CNMB (George)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Gomez, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Hernandez)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Manser, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC. v. CNMB (Rivera, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Rodriguez, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Cedeno, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Escalante, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Johnson, Nick, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Lima, et al)
Mortgage Foreclosure

Bank of New York Mellon v. CNMB (Gonzalez)
Mortgage Foreclosure

Baron, Marylin S., et al v. CNMB (Campbell, et al)
Mortgage Foreclosure

Bayview Loan Servicing, LLC v. CNMB (Avin)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Espinosa)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Meisels)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Rua, et al)
Mortgage Foreclosure

Chevy Chase Bank, F.S.B. v. CNMB (Gonzalez, et al)
Mortgage Foreclosure

Citibank, N.A. v. CNMB (Austin, et al)
Mortgage Foreclosure

Citifinancial Equity Services, Inc. v. CNMB (Morales)
Mortgage Foreclosure

Citimortgage v. CNMB(Anchava)
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Citimortgage v. CNMB (Rivaroli, et al)
Mortgage Foreclosure

Cong Vo v. CNMB (Perroti, Miranda)
Action to Quiet Title

Consumers Alliance Corp. v. CNMB (Haronda Realty)
Action to Quiet Title

Countrywide Home Loans, Inc. vs. CNMB (Gilles)
Mortgage Foreclosure

Countrywide Home Loans, Inc. v. CNMB (Monroy, et al)
Mortgage Foreclosure

Countrywide Home Loans v. CNMB (Schmidt, et al)
Mortgage Foreclosure

Credit Based Asset Servicing v. CNMB (Rojas)
Mortgage Foreclosure

Credit Based Asset Servicing v. CNMB (Rojas, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Adelson)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Angelillo)
Mortgage Foreclosure

Deutsche Bank Trust v. CNMB (Barksdale)
Mortgage Foreclosure

Deutsche Bank Trust v. CNMB (Barksdale)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Bien-Aime, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Calix, et al)
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Deutsche Bank National v. CNMB (Gonzalez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Horton, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Johnson)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Liebman)
Mortgage Foreclosure

Deutsche Bank National. vs. CNMB (Mejia)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Sanchez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Sierra, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Suhag, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Voltaire, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Voltaire, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Watkins, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Whittle, et al)
Mortgage Foreclosure

Eastern Financial v. CNMB (Diaz, et al)
Mortgage Foreclosure

EMC Mortgage Corp. v. CNMB (Gordon)
Mortgage Foreclosure

Fiserv ISS & Co., vs. CNMB (Estime)
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Fremont Investment & Loan v. CNMB (Rubes)
Mortgage Foreclosure

Global Trust v. CNMB (Roth)
Mortgage Foreclosure

GMAC Mortgage v. CNMB (Calix)
Mortgage Foreclosure

GMAC Mortgage v. CNMB (Platel, et al)
Mortgage Foreclosure

Golden Beach (Town of) v. CNMB (Goodman, et al)
Mortgage Foreclosure

Happy Home Lending Corp. vs. CNMB (Shon Furman)
Mortgage Foreclosure

HSBC BANK v. CNMB (Counne)
Mortgage Foreclosure

HSBC Bank v. CNMB (Gomez)
Mortgage Foreclosure

HSBC Bank v. CNMB (Miranda)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Mora)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Pinero)
Mortgage Foreclosure

HSBC Bank v. CNMB (Vidal, et al)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Westgate)
Mortgage Foreclosure

Indymac Federal Bank v. CNMB (Hamami, et al)
Mortgage Foreclosure

JP Morgan vs. CNMB (Abraham)
Mortgage Foreclosure

LaSalle Bank v. CNMB (Campbell, et al)
Mortgage Foreclosure

LaSalle Bank Midwest v. CNMB (Gomez)
Mortgage Foreclosure

LaSalle Bank, N.A. v. CNMB (Hernandez)
Mortgage Foreclosure

LaSalle Bank, N.A. v. CNMB (Jean-Baptiste)
Mortgage Foreclosure

LaSalle Bank National v. CNMB (Rodriguez)
Mortgage Foreclosure

LaSalle Bank National v. CNMB (Rodriguez)
Mortgage Foreclosure

Litton Loan Servicing LP v. CNMA (Gonzalez, et al)
Mortgage Foreclosure

Miami-Dade County v. CNMB (Morrobel)
Mortgage Foreclosure

Mortgage Electronic Registration System, Inc. vs. CNMB (Miller)
Mortgage Foreclosure

Mortgage Investment Group v. CNMB (Deliford, et al)
Mortgage Foreclosure

Nationstar Mortgage LLC f/k/a Centex Home Equity v. CNMB (Hechevarria, et al)
Mortgage Foreclosure

Novastar Mortgage v. CNMB (Montas)
Mortgage Foreclosure

Owen Federal Bank v. CNMB (Bain)
Mortgage Foreclosure

Parklane Equity v. CNMB(Beaubien-Cordon)
Mortgage Foreclosure

Private Capital Group LLC v. CNMB (Giraldo)
Mortgage Foreclosure

REO Properties Corporation v. CNMB (Cotto, et al)
Mortgage Foreclosure

RMS Residential Properties v. CNMB(Heredia)
Mortgage Foreclosure

U.S. Bank NA, et al. v. CNMB (Arocho)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Cabrera)
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Gonzalez, et al)
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Hernandez, et al)
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Hernandez, et al)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Island Place Apts., et al)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Jean-Louis)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Jimenez)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Marin)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Martinez)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Maxwell)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Michel)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Mora, et al)
Mortgage Foreclosure

* U.S. Bank N.A. v. CNMB (Perez)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Robinson, et al)
Mortgage Foreclosure

* U.S. Bank NA v. CNMB (Whittaker, et al)
Mortgage Foreclosure

Venice Isle, Inc. v. CNMB (Suhag)
Claim of Lien Foreclosure

Wachovia Bank v. CNMB(Peraza)
Mortgage Foreclosure

Wachovia Mortgage v. CNMB (Campos)
Mortgage Foreclosure

Wachovia Mortgage Corp v. CNMB (Diaz)
Mortgage Foreclosure

Wachovia Bank v. CNMB (Martinez)
Mortgage Foreclosure

Washington Mutual Bank, F.A. v. CNMB, Sandra T. Porter, et al
Mortgage Foreclosure

Washington Mutual Bank v. CNMB (Schmidt)
Mortgage Foreclosure

Wells Fargo Bank, N.A. vs. CNMB (Bojotte, et al)
Mortgage Foreclosure

Wells Fargo Bank, N.A. vs. CNMB (Bonilla)
Mortgage Foreclosure

Wells Fargo Bank, N.A. vs. CNMB (Hernandez, et al)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Jackson)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mendez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mohr, et al)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Torres)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Sacco)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Rand)
Mortgage Foreclosure

Zahs, Frederick v. CNMB (Coates)
Mortgage Foreclosure

VIII. Bankruptcies:

Adams, Evrol C.
American LaFrance LLC
American Home Mortgage Holdings
Cimax USA, LLC
Diversified Displays/Michael Phelan
Florida Select Insurance
Kim, Myung Ja
Porter, Michael and Shanda
The New Kosher World Bakery
SMG Entertainment
South Pointe Family and Children Center
Sunny Isles Unicenter
Tweeter Intellectual Property (Sound Advice)
Vartec Telecom, Inc.
Verestar, Inc.
Villaverde, Olga
WCI Communities, Inc.

*New Cases