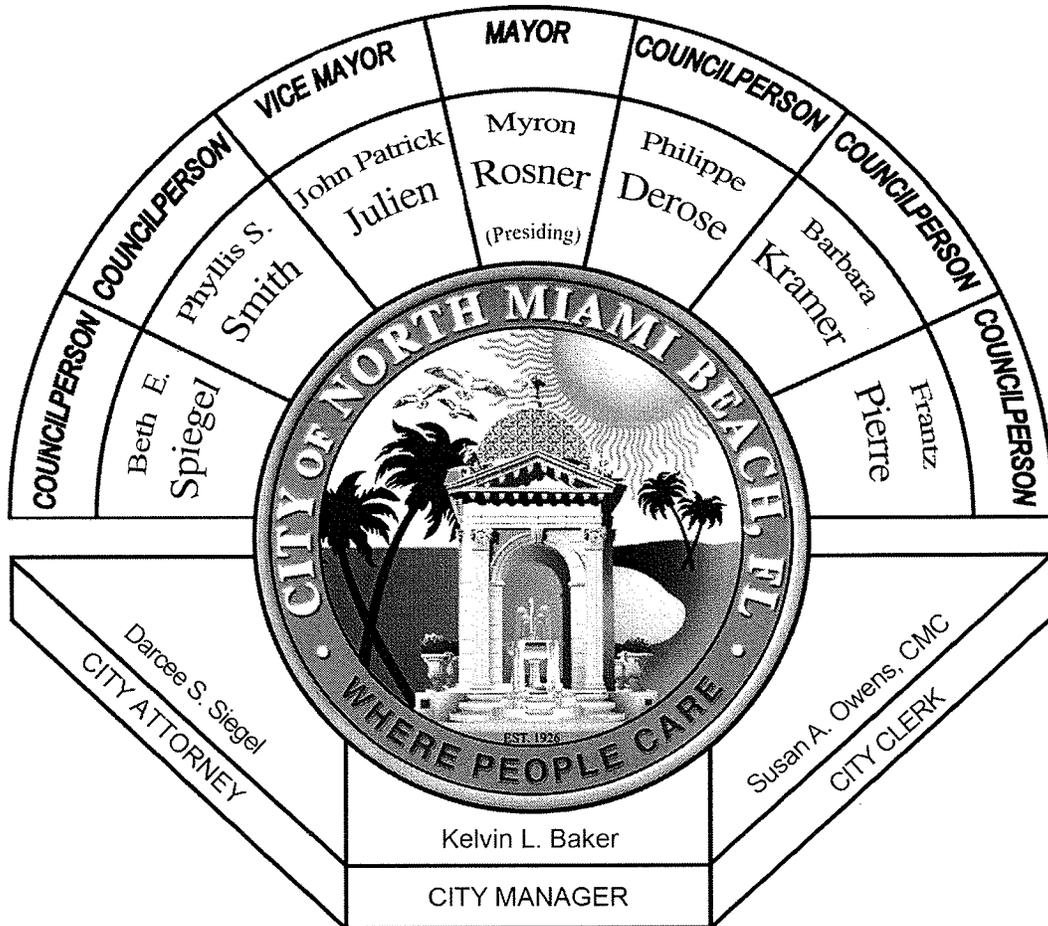


**Welcome**  
*To A Meeting of the*  
**City of North Miami Beach City Council**  
*Your City Officials*



**AGENDA**

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

DATE and TIME: TUESDAY, JULY 7, 2009, 7:30 P.M.

LOCATION: CITY HALL, 17011 NE 19<sup>th</sup> AVENUE  
2<sup>ND</sup> FLOOR, COUNCIL CHAMBERS

**NEXT CITY COUNCIL MEETING: TUESDAY, JULY 21, 2009**

# AGENDA ITEMS

1. **ROLL CALL OF THE CITY OFFICIALS:**

2. **INVOCATION:**

RABBI DAVID LEHRFIELD, YOUNG ISRAEL OF GREATER MIAMI

3. **SALUTE TO THE AMERICAN FLAG**

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

5. **APPOINTMENTS/PRESENTATIONS:**

A. **APPOINTMENTS:**

1. COUNCIL LIAISON APPOINTMENTS TO THE:

ADV. COMMITTEE FOR DISABLED INDIVIDUALS	BEAUTIFICATION COMMITTEE	CIVIL SERVICE BOARD	CODE ENFORCEMENT BOARD
COMMISSION ON AGING-SENIOR CITIZENS ADV. BOARD	COMMISSION ON THE STATUS OF WOMEN	ECONOMIC DEVELOPMENT COMMISSION	LIBRARY BOARD
MULTI-CULTURAL COMMITTEE	PUBLIC UTILITIES COMMISSION	PLANNING AND ZONING BOARD	RECREATION COMMITTEE
REDEVELOPMENT ADV. BOARD	GENERAL EMPLOYEES RETIREMENT BOARD	POLICE OFFICERS AND FIREFIGHTERS RETIREMENT BOARD	YOUTH ADV. BOARD

B. **PRESENTATIONS:**

1. SWEARING IN OF POLICE OFFICER ANANIAS PIERRE BY MAYOR MYRON ROSNER
2. SWEARING IN OF POLICE OFFICER CHRISTOPHER SMITH BY MAYOR MYRON ROSNER
3. PRESENTATION ON TRAFFIC INITIATIVES, STATISTICS, COMPLAINTS AND SPEED HUMP REQUIREMENTS BY SGT. HERBERT (TONY) SANCHEZ
4. PRESENTATION OF PROCLAMATION BY MAYOR MYRON ROSNER PROCLAIMING JULY 2009 AS *PARKS AND RECREATION MONTH*.
5. PRESENTATION BY COUNCILMAN PIERRE TO MR. DADOU PASQUET PROCLAIMING JULY 7TH AS *MAGNUM BAND DAY*.

# AGENDA ITEMS

6. **APPROVAL OF MINUTES:**

JUNE 16, 2009

7. **CITY MANAGER'S REPORT:**

**KELVIN L. BAKER**

A. REQUEST APPROVAL FOR EXPENDITURE OF \$375,000.00 FROM THE FEDERAL JUSTICE LAW ENFORCEMENT TRUST FUND AND \$113,000.00 FROM THE STATE/LOCAL LAW ENFORCEMENT TRUST FUND (POLICE CHIEF RAFAEL P. HERNANDEZ).

8. **CITY ATTORNEY'S REPORT:**

**DARCEE S. SIEGEL**

9. **PUBLIC COMMENT:**

**TO ALL CITIZENS APPEARING UNDER PUBLIC COMMENT:**

THE COUNCIL HAS A RULE WHICH DOES NOT ALLOW DISCUSSION ON ANY MATTER WHICH IS BROUGHT UP UNDER PUBLIC COMMENT. WE ARE, HOWEVER, VERY HAPPY TO LISTEN TO YOU. THE REASON FOR THIS IS THAT THE 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 EACH SPEAKER DURING PUBLIC COMMENT AND A THREE (3) MINUTE TIME LIMIT FOR EACH SPEAKER DURING ALL PUBLIC HEARINGS. YOUR COOPERATION IS APPRECIATED IN OBSERVING THE THREE (3) MINUTE TIME LIMIT POLICY. IF YOU HAVE A MATTER YOU WOULD LIKE TO DISCUSS WHICH REQUIRES MORE THAN THREE (3) MINUTES, PLEASE FEEL FREE TO ARRANGE A MEETING 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. THANK YOU VERY MUCH, IN ADVANCE, FOR YOUR COOPERATION.

\*\*\*\*\*

# AGENDA ITEMS

\*\*\*\*\*

## 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. 19<sup>TH</sup> AVENUE, GROUND FLOOR, NORTH MIAMI BEACH, FLORIDA, 33162

\*\*\*\*\*

## 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)

\*\*\*\*\*

### 10. MISCELLANEOUS ITEMS:

NONE

### 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).*

# AGENDA ITEMS

## 13B. LEGISLATION:

### RESOLUTIONS (SERIATIM NO. R2009-46):

#### RESOLUTION NO. R2009-41

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONSORTIUM AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND S.T.E.P.S. IN THE RIGHT DIRECTION, INC., A NON-PROFIT ORGANIZATION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) IN RESPONSE TO THE NOTICE OF FUNDING AVAILABILITY FOR NEIGHBORHOOD STABILIZATION PROGRAM 2 FEDERAL FUNDS; APPROVING THE RECOMMENDED ACTIVITIES AS AUTHORIZED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 DESCRIBED AS SOFT SECOND MORTGAGES, ACQUISITION AND REHABILITATION OF SINGLE-FAMILY RESIDENTIAL PROPERTIES, DEMOLITION OF BLIGHTED STRUCTURES, AND ENERGY CONSERVATION.

#### RESOLUTION NO. R2009-42

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASTAL ENTERPRISES, INCORPORATED FOR THE DEVELOPMENT AND OPERATIONS OF FOOD/CAFÉ AND BEVERAGE SERVICES IN THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES, INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER AND VICTORY PARK POOLSIDE AREA.

#### RESOLUTION NO. R2009-43

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING THAT NO SERVICES, LICENSING OR PROCESSING BE PERFORMED BY ANY DEPARTMENT OR EMPLOYEE OF THE CITY UNLESS THE RECIPIENT/APPLICANT OF SAID SERVICES/LICENSING/PROCESSING HAS FIRST PAID ALL FEES REQUIRED IN CONNECTION THEREWITH.

#### RESOLUTION NO. R2009-44

A RESOLUTION ESTABLISHING POLICY AND PROCEDURES FOR THE APPOINTMENT BY CITY COUNCIL OF MEMBERS TO THE CODE ENFORCEMENT BOARD, THE PLANNING AND ZONING BOARD AND THE PUBLIC UTILITIES COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA.

#### RESOLUTION NO. R2009-45

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE APPLICATION FOR A GRANT FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM.

# AGENDA ITEMS

## ORDINANCES - FIRST READING, BY TITLE ONLY (SERIATIM NO. 2009-16):

### ORDINANCE NO. 2009-13

AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS SECTION 2-49 ECONOMIC DEVELOPMENT COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; AMENDING AND REVISING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; 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.

### ORDINANCE NO. 2009-15

AN ORDINANCE AMENDING SECTION 24-147.2(D) POLITICAL SIGNS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; ELIMINATING POSTER SIGNAGE; LIMITING TIME SIGNS MAY BE DISPLAYED; INCREASING BOND SECURING REMOVAL OF SIGNS; REGULATING PLACEMENT OF SIGNS; MAKING THE CODE ENFORCEMENT BOARD RESPONSIBLE FOR VIOLATIONS OF THIS SECTION; 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. 2009-12

AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; DELETING IN ITS ENTIRETY SECTION 2-41 CARIBBEAN AFFAIRS COMMITTEE; DELETING IN ITS ENTIRETY SECTION 2-51 LATIN AFFAIRS COMMITTEE; AMENDING AND EXPANDING SECTION 2-48 CULTURAL COMMITTEE TO PROMOTE ALL CULTURAL GROUPS IN THE CITY; 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.

### ORDINANCE NO. 2009-14

AN ORDINANCE AMENDING CHAPTER XV FIRE PREVENTION OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY THE DELETION IN ITS ENTIRETY OF SECTION 15-3 STATIONARY ENGINEERS, OPERATORS AND FIREMEN; 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.

# AGENDA ITEMS

---

14. CITY COUNCIL COMMITTEE REPORTS:
15. RECESS: (IF APPLICABLE - FOR CITY CLERK'S USE)
16. ADJOURNMENT:
17. NEXT CITY COUNCIL MEETING:  
TUESDAY, JULY 21, 2009

# BOARDS AND COMMISSIONS

Final - [July 7, 2009]

## Advisory Committee for Disabled Individuals

Liaison:  
Mayor Myron Rosner

## Beautification Committee

Liaison: Councilperson  
Philippe Derose

## Civil Service Board

Liaison: Councilperson  
Beth E. Spiegel

## Code Enforcement Board

Liaison: Councilperson  
Barbara Kramer

## Commission on Aging - Senior Citizens Advisory Board

Liaison: Councilperson  
Phyllis S. Smith

## Commission on the Status of Women

Liaison: Councilperson  
John Patrick Julien

## Cultural Committee

Liaison: Councilperson  
John Patrick Julien

## Economic Development Commission

Liaison: Councilperson  
Phyllis S. Smith

## Library Board

Liaison: Councilperson  
Frantz Pierre

## Public Utilities Commission

Liaison:  
Mayor Myron Rosner

## Planning and Zoning Board

Liaison: Councilperson  
John Patrick Julien

## Recreation Committee

Liaison: Councilperson  
Barbara Kramer

## Redevelopment Advisory Board

Liaison:  
Mayor Myron Rosner

## General Employees Retirement Board

Council Members:  
Frantz Pierre  
Barbara Kramer

## Police Officers and Firefighters Retirement Board

Council Members:  
John Patrick Julien  
Beth E. Spiegel

## Youth Advisory Board

Liaison: Councilperson  
Frantz Pierre

RECEIVED

JUN 29 PM 4: 29

**City of North Miami Beach  
Interoffice Memorandum**

CITY CLERK'S OFFICE



*City Manager's Office*

**TO: Mayor & Council**

**FROM: Kelvin L. Baker, City Manager**

**DATE: June 25, 2009**

**RE: Approval of Law Enforcement Trust Fund (LETF) request**

**BACKGROUND:**

The asset forfeiture program is a process to deprive the criminals from the proceeds of their crime, and offset any investigative expenses of law enforcement. Police departments are allowed to utilize the proceeds from these investigations to offset the costs of certain allowed expenses as provided by federal guidelines and State Statutes. Usually the investigations are long-term and are conducted as part of a task force operation. These task forces may be entirely comprised of NMB Police Officers or they may include other local, state and federal agencies.

The specific nature of processing the case determines which forfeiture fund the proceeds are to be recorded. The Police Department has three separate funds to account for the revenues and expenditures as required by the State of Florida, U.S. Department of Justice and U.S. Department of Treasury. The table below identifies the agencies within each forfeiture fund.

**Agencies within each LETF**

<b><u>U.S. Federal (Treasury)</u></b>	<b><u>U.S. Federal (Justice)</u></b>	<b><u>State/Local</u></b>
U.S. Customs	F.B.I.	NMB
I.R.S.	D.E.A.	State Agencies
Secret Service	U.S. Marshalls	Other Local Agencies
A.T.F.		County

The police department is requesting appropriation approval of \$375,000 from the Federal (Justice) LETF and \$113,000 from the State/Local LETF. Please refer to the attached LETF request dated June 18, 2009 for a description of expenditure requests from each of the three Law Enforcement Trust Funds (LETF).

**RECOMMENDATION:**

It is respectfully requested that the funding requests be approved for the expenditures described in the attached document.

**FISCAL IMPACT:**

This request will not affect the City's General Fund, but will reduce the available balance in each corresponding LETF.

**CONTACT PERSON:** Chief of Police, Rafael P. Hernandez Jr.

CC: Darcee S. Siegel, City Attorney  
Susan Owens, City Clerk  
Miriam Bensinger, City Attorney

RECEIVED  
05 JUN 29 PM 4: 29  
CMB CITY CLERK'S OFFICE

Serda  
6/22/09

**CITY OF NORTH MIAMI BEACH, FLORIDA**

**INTER-OFFICE MEMORANDUM**

TO: Dr. Kelvin L. Baker  
City Manager

DATE: June 18<sup>th</sup>, 2009

SUBJECT: Use of LETF Funds

FROM: Rafael P. Hernandez Jr.  
Chief of Police

REFERENCES: City Council Agenda:

*[Handwritten signature]*  
*06/24/09*

ENCLOSURES:

I respectfully request that you place on the agenda for the next City Council meeting the attached appropriation requests totaling **\$488,000.00** for expenditure from the Law Enforcement Trust Accounts. We will ask for **\$375,000.00** from the Federal Justice Law Enforcement Trust Fund (Fund 172), **\$0.00** from the Federal Treasury Law Enforcement Trust Fund (Fund 177), and **\$113,000.00** from the State/Local Law Enforcement Trust Fund (Fund 173).

As Chief of Police, I certify that the items requested below are in compliance with applicable Federal Guidelines and Florida Statute Chapter 932.7055, subsection 4, regarding the disposition of lien, seized, and forfeited property.

If you have any questions concerning this request, please contact Chief Hernandez at extension 2911 or Mac Serda at extension 2932.

cc: Venetia Coffey, Police Major  
Betty Kennedy, Police Finance

RECEIVED  
JUN 29 PM 4: 29  
CMMB CITY CLERK'S OFFICE

Federal (Justice) LETF (Fund 172):

The above requested amount will be used for the following law enforcement related purpose(s):

1. Police Task Force Expenses ..... \$375,000.00

This request provides partial funding for police task force units conducting protracted, long-term investigations. These task forces that include but are not limited to the DEA and IRS are dedicated to investigating criminal activity related to illegal narcotic activity, robberies and gang related activities.

**Federal LETF Status Report (as of 6/15/09):**

Surplus Carryover - 10/1/08 .....	\$	76,474
FY 2009 to Date:		
Revenues .....		1,260,962
Expenditures .....		(578,484)
<u>Balance Available for Expenditure ..</u>	<u>\$</u>	<u>758,952</u>

RECEIVED  
US JUN 29 PM 4: 29  
DNMB CITY CLERK'S OFFICE

Federal (Treasury) LETF (Fund 177) :

The above requested amount will be used for the following law enforcement related purpose(s):

No Requests.

---

**Federal (Treasury) Status Report (as of 6/15/09) :**

Surplus Carryover - 10/01/08 ..... \$ 300,761

FY 2009 to Date:

Revenues ..... 41,865  
Expenditures ..... ( 0.00 )

Balance Available for Expenditure .. \$ 342,626

RECEIVED  
US JUN 29 PM 4: 29  
ONMIB CITY CLERK'S OFFICE

State and Local LETF (Fund 173):

The above requested amount will be used for the following law enforcement related purpose(s):

1. Crime Prevention Programs ..... \$ 30,000.00

This request will enable the Crime Prevention Unit along with Police Officers to develop new programs as needed to educate residents about various issues and provide funding to solve community issues as they occur.

2. Midnight Basketball Programs ..... \$ 20,000.00

Continuing our commitment to youth and senior programs, the Police Department requests funds for the midnight basketball program.

2. SRT Repelling Equipment ..... \$3,000.00

The Special Response Team requests repelling equipment to be used to safely enter multi-story residences in hazardous situations where conventional entries would place an officer in a significantly dangerous situation. This equipment can also be used to place officers in positions where intelligence can be gathered, and diversions deployed.

3. Settlement of Forfeiture ..... \$25,000.00

This request will provide funding for the settlement of future forfeiture cases and for the loan settlement of forfeited vehicles as approved by the Stipulated Settlement Agreements.

4. Police Training ..... \$35,000.00

The Police Department is committed to further educating its personnel, and therefore requests funding for training programs. These programs will allow for the development of additional expertise in the police employees in specific areas related to their job duties.

LS JUN 29 PM 4: 29  
PMB CITY CLERK'S OFFICE

RECEIVED

**State and Local LETF Status Report (as of 6/15/09):**

Surplus Carryover - 10/1/08 ..... \$ 410,978

FY 2009 to Date:

Revenues ..... 515,470  
Expenditures ..... (469,810)

Balance Available for Expenditure .. \$ 456,638

RECEIVED  
JUN 29 PM 4: 29  
ONMIB CITY CLERK'S OFFICE

# MINUTES

OF THE  
REGULAR  
CITY COUNCIL MEETING

JUNE 16, 2009



PREPARED BY:  
SUSAN A. OWENS, CMC, CITY CLERK

\* \* \* \* \*

**MINUTES**

\* \* \* \* \*

**1. ROLL CALL OF THE CITY OFFICIALS:**

MAYOR	MYRON ROSNER, PRESIDING
VICE MAYOR	JOHN PATRICK JULIEN
COUNCILMAN	FRANTZ PIERRE
COUNCILMAN	PHILIPPE DEROSE
COUNCILWOMAN	PHYLLIS S. SMITH
COUNCILWOMAN	BETH SPIEGEL
COUNCILWOMAN	BARBARA KRAMER
CITY MANAGER	KELVIN L. BAKER
CITY ATTORNEY	DARCEE S. SIEGEL
CITY CLERK	SUSAN A. OWENS

**2. INVOCATION:** REVEREND MARTA BURKE  
FULFORD METHODIST UNITED CHURCH

**3. SALUTE TO THE AMERICAN FLAG.**

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

NONE

**5. APPOINTMENTS/PRESENTATIONS:**

A. APPOINTMENTS:

NONE

B. PRESENTATIONS:

1. RECOGNITION, BY RAFAEL P. HERNANDEZ, CHIEF OF POLICE, OF THE *EMPLOYEE OF THE MONTH* TO PCO TONYA HOLIMON FOR JANUARY AND APRIL 2009

PRESENTATION WAS MADE BY CHIEF RAFAEL P. HERNANDEZ.

2. PRESENTATION BY JANE BETHEL AND ANITA HILL ON THE CITY OF NORTH MIAMI BEACH/POLICE DEPARTMENT NEIGHBORHOOD FOOTBALL LEAGUE

PRESENTATION WAS MADE JANEL BETHEL AND ANITA HILL.

3. PRESENTATION OF THE *APRIL C.A.R.E. SUGGESTION AWARD* BY COUNCILWOMAN SMITH AND KELVIN L. BAKER, CITY MANAGER, TO *BEN SUPRASKI* FOR HIS SUGGESTION TO UTILIZE CITY OFFICE AND FIELD STAFF TO ASSIST POLICE IN REPORTING SUSPICIOUS ACTIVITY

PRESENTATION WAS MADE BY COUNCILWOMAN SMITH AND CITY MANAGER KELVIN BAKER TO BEN SUPRASKI.

6. APPROVAL OF MINUTES.

MOTION by VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE, to APPROVE THE MINUTES OF APRIL 21, 2009. MOTION WITHDRAWN.

MOTION by COUNCILWOMAN SMITH, seconded by COUNCILMAN DEROSE, to AMEND THE MINUTES OF APRIL 21, 2009 BY CHANGING THE REFERENCE ON PAGE 9, RESOLUTION R2009-29, FROM "SEE PAGE 3" TO "SEE PAGE 4", AND TO APPROVE AS AMENDED THE MINUTES OF APRIL 21, 2009. MOTION CARRIED.  
WITH COUNCIL MEMBERS KRAMER AND SPIEGEL ABSTAINING SINCE THEY WERE NOT YET ON THE COUNCIL AT THE TIME OF THE MEETING.

MOTION by COUNCILWOMAN SMITH, seconded by VICE MAYOR JULIEN, to APPROVE THE MINUTES OF MAY 26, 2009. MOTION CARRIED.

---

MOTION by COUNCILWOMAN SMITH, seconded by COUNCILMAN DEROSE, to APPROVE THE MINUTES OF JUNE 2, 2009. MOTION CARRIED,  
WITH VICE MAYOR JULIEN AND COUNCIL MEMBER SPIEGEL ABSTAINING SINCE THEY WERE NOT PRESENT AT THE MEETING.

7. **CITY MANAGER'S REPORT - KELVIN L. BAKER:**

- A. HURRICANE PREPARATION PLAN (DIRECTOR OF POLICE SERVICES TOM CARNEY).

PRESENTATION WAS MADE BY DIRECTOR OF POLICE SERVICES TOM CARNEY.

- B. THE CITY MANAGER STATED THAT THE VICTORY POOL SLIDE IS OFFICIALLY OPEN AND FUNCTIONING. THE CITY MANAGER THANKED THE CITY ATTORNEY THAT WORKED VERY CLOSELY HELPING. THE CITY MANAGER INDICATED THAT THEY WOULD LIKE TO GIVE EACH OF THE COUNCIL MEMBERS AN OPPORTUNITY TO GO DOWN THE SLIDE.

THE CITY MANAGER THEN INFORMED THE COUNCIL AND RESIDENTS THAT THE CITY HAS A VERY UNIQUE OPPORTUNITY TO APPLY FOR A NEIGHBORHOOD STABILIZATION GRANT THAT WILL PROVIDES US WITH A MINIMUM OF \$5 MILLION DOLLARS TO GO INTO AREAS OF OUR CITY WHERE PROPERTY IS FORECLOSED OR ABANDONED AND WITH THOSE DOLLARS YOU CAN PURCHASE THE HOME AND DO THE NECESSARY REPAIRS AND THEN PUT IT BACK ON THE MARKET. THE CITY MANAGER THEN INVITED COMMUNITY DEVELOPMENT DIRECTOR BOB NIX UP TO PROVIDE A BRIEF OVERVIEW OF THE PROJECT FOR THE COUNCIL. MR. NIX STATED THAT WE HAVE TO SHOW HUD THAT WE CAN PUT 100 LOW AND MODERATE INCOME PEOPLE INTO HOMES FOR THE AMOUNT OF MONEY WE ARE REQUESTING. THERE ARE EXPERIENCE REQUIREMENTS FOR THE GRANT THAT THE CITY DOES NOT MEET; SO, WE ARE FORMING A CONSORTIUM WITH AN ORGANIZATION THAT DOES MEET THE REQUIREMENTS. IF WE DON'T QUALIFY, WE MAY BE ABLE TO PARTNER WITH COMMUNITY DEVELOPMENT CORPORATIONS TO BE INCLUDED IN THEIR GEOGRAPHICALLY TARGETED AREAS.

COUNCILWOMAN SMITH ASKED FOR THE CITY MANAGER TO PROVIDE AN UPDATED ON THE CVS DISCOUNT CARDS. THE CITY MANAGER INDICATED THAT THEY HAVE BEEN DISTRIBUTED OUR COMMUNITY CENTERS,

INFORMATION IS ON THE WEBSITE, AND ON CHANNEL 77. THE CARDS ARE  
AVAILABLE TO THE PUBLIC.

(CNMB-CC MINUTES TAPE #421)

**8. CITY ATTORNEY'S REPORT – DARCEE S. SIEGEL:**

- A. THE CITY ATTORNEY STATED THAT AT THE LAST MEETING THERE WAS A QUESTION ABOUT FORFEITURE OF BID BONDS. THE ATTORNEY EXPRESSED THAT THE CITY CANNOT FORFEIT THEM UNLESS THERE IS A CONTRACT. THE ATTORNEY THEN STATED THAT THERE IS NEW SIGN ORDINANCE PREPARED AND IT WILL BE COMING BEFORE THIS COUNCIL FOR FIRST READING ON JULY THE 7<sup>TH</sup>. THE CITY ATTORNEY INDICATED THAT IT WILL GO BEFORE THE PLANNING AND ZONING BOARD AT A SPECIAL MEETING THAT WILL BE HELD ON JUNE 29<sup>TH</sup>.

(CNMB-CC MINUTES TAPE #421)

**9. PUBLIC COMMENT:**

\*\*\*\*\*  
 AT THIS TIME MAYOR ROSNER TOOK A MOMENT TO RECOGNIZE DR. KARP OF THE MIAMI-DADE COUNTY SCHOOL BOARD WHO WAS IN ATTENDANCE.  
 \*\*\*\*\*

- A. SALLY ALAYON,  
PRINCIPAL OF THE NEW STATE SCHOOL QQQ1

RE: OPENING IN AUGUST OF NEW HIGH SCHOOL QQQ1 AND A BRIEF PRESENTATION OF ALL OF THE PROGRAMS THEY WILL BE OFFERING.

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

RE: CENSUS AND NEW HIGH SPEED RAIL.

- 
- C. KETLEY JOACHIM  
210 N.E. 170 STREET  
NORTH MIAMI BEACH, FL.
- RE: POLICE DEPARTMENT'S "CLUB LAW AND ORDER"- POLICE DEPARTMENT  
DOING A GOOD JOB.
- D. SUSIE SMITH  
20803 BISCAYNE BLVD  
AVENTURA, FL
- RE: BOARDS, SUNSHINE LAW, AND COHESIVENESS.
- E. ALLISON ROBIE  
2131 N.E. 179 STREET  
NORTH MIAMI BEACH, FL
- RE: NEW PUBLIC COMMENT FORMAT AND CONCERNS ABOUT RECYCLING.
- F. MUBARAK KAZAN  
15564 N.E. 12 AVENUE  
NORTH MIAMI BEACH, FL
- RE: NEW PUBLIC COMMENT FORMAT, SPANISH NOTICES, BROKEN WINDOWS  
SYNDROME, AND HELP FOR HAITI.
- G. MARISE HAYDEN  
16415 N.E. 32 AVENUE  
NORTH MIAMI BEACH, FL
- RE: MUDSLINGING, BUILDING DEPARTMENT, CODE ENFORCEMENT, AND  
SELECTIVE ENFORCEMENT.
- H. NORMAN EDWARDS  
1640 N.E. 174 STREET  
NORTH MIAMI BEACH, FL
- RE: MORE INFORMATION IS NOW AVAILABLE ON-LINE, ABILITY TO SPEAK  
BEFORE COUNCIL VOTES, SURPLUS ITEMS AND KEEPING THE MONEY IN THE  
CITY, AND PRIORITIZING CODE ENFORCEMENT.

---

I. HANS MARDY  
16558 N.E. 26 AVENUE  
NORTH MIAMI BEACH, FL  
  
RE: VEHICLES FOR HAITI.

10. **MISCELLANEOUS ITEMS:**

NONE

11. **WAIVER OF FEE:**

NONE

12. **BUSINESS TAX RECEIPT MATTERS - CITY CLERK:**

A. HOLIDAY CHARITIES & PROMOTIONS, INC.  
199 N.E. 167 STREET  
900 N.E. 167 STREET  
13885 BISCAYNE BOULEVARD  
NORTH MIAMI BEACH, FL.

ROBERT GOLER, PRESIDENT

RE: REQUEST APPROVAL OF BUSINESS TAX RECEIPTS FOR THE SALE OF FIREWORKS AT: 199 N.E. 167 STREET, 900 N.E. 167 STREET AND 13885 BISCAYNE BOULEVARD FROM DECEMBER 23, 2008 THROUGH DECEMBER 31, 2008 FROM 10:00 A.M. TO 10:00 P.M. - 20% OF PROCEEDS TO STOP HUNGER, INC. (SUBJECT TO APPROVAL BY THE MIAMI-DADE COUNTY FIRE DEPT. AND PROHIBITED FROM CONDUCTING ANY SALE(S) WITHOUT PRIOR FIRE DEPT. APPROVAL AS ABOVE-DESCRIBED).

MOTION by COUNCILWOMAN SMITH, seconded by VICE MAYOR JULIEN, to APPROVE THE REQUEST FOR BUSINESS TAX RECEIPTS FOR THE SALE OF FIREWORKS. MOTION CARRIED.

B. EBONY & IVORY ENTERTAINMENT, LLC  
d/b/a DIAMOND'S CABARET  
337 N.W. 170 STREET  
NORTH MIAMI BEACH, FL.

ROBERT DRAPER, MANAGING MEMBER  
NORMAN POWELL, ATTORNEY

RE: REVOCATION OF A BUSINESS TAX RECEIPT FOR EXTENSION OF HOURS-4:00  
A.M. - 6:00 A.M.

AT THIS TIME, THE CITY ATTORNEY READ INTO THE RECORD A LETTER SHE RECEIVED TODAY FROM ATTORNEY NORMAN POWELL REQUESTING THAT THIS MATTER BE TABLED.

MOTION by VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE, to SUSPEND THE BUSINESS TAX RECEIPT FOR EXTENSION OF HOURS-4:00 A.M. - 6:00 A.M. MOTION CARRIED.

\*\*\*\*\*  
MOTION by VICE MAYOR JULIEN, seconded by COUNCILMAN PIERRE to GO OUT OF THE REGULAR ORDER OF BUSINESS AND DISCUSS RESOLUTION NO. R2009-40. MOTION CARRIED.

RESOLUTION NO. R2009-40, entitled "A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, OPPOSING THE NAMING OF THE NEW QQQ1 HIGH SCHOOL AFTER ANY PERSON, AND SUGGESTING AS AN ALTERNATIVE USING AN APPROPRIATE GEOGRAPHICAL NAME, SUCH AS THE BISCAYNE BAY HIGH SCHOOL OR THE OLETA RIVER HIGH SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE", was introduced by MOTION OF VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE. MOTION CARRIED.

MOTION by COUNCILMAN DEROSE, seconded by VICE MAYOR JULIEN, to ADOPT RESOLUTION NO. R2009-40.

MOTION by COUNCILWOMAN SMITH, seconded by COUNCILWOMAN KRAMER, to WITHDRAW RESOLUTION NO. R2009-40. MOTION CARRIED.

Name of Party (ies) Appearing:

1. Dr. Martin Karp  
Miami-Dade County School Board Member
  
2. Allison Robie  
2131 N.E. 179 Street  
North Miami Beach, FL
  
3. Charles Loeb  
16800 N.E. 15 Avenue  
North Miami Beach, FL
  
4. Hans Mardy  
16558 N.E. 26 Avenue  
North Miami Beach, FL
  
5. Mubarak Kazan  
15564 N.E. 12 Avenue  
North Miami Beach, FL
  
6. Ms. Sally Alayon, Principal  
16800 N.E. 15 Avenue  
North Miami Beach, FL

\*\*\*\*\*  
 MOTION by VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE TO RETURN TO THE  
 REGULAR ORDER OF BUSINESS. MOTION CARRIED.  
 \*\*\*\*\*

**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.**

---

**13B. LEGISLATION:**

**RESOLUTIONS (SERIATIM NO. R2009-41):**

**RESOLUTION NO. R2009-35**, entitled "A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, MAKING FINDINGS; AUTHORIZING A STATE REVOLVING FUND LOAN APPLICATION IN THE AMOUNT OF \$3,000,000.00, OF WHICH \$450,000.00 WILL BE REPAYABLE BY THE CITY AND \$2,550,000.00 WILL BE FORGIVEN, FOR THE VOLATILE ORGANIC CHEMICAL FACILITY; ACCEPTING THE WATER FACILITY PLAN; DESIGNATING AN AUTHORIZED REPRESENTATIVE TO PROVIDE ASSURANCES; GRANTING AUTHORITY TO ENTER INTO A LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; RECOGNIZING STATUTORY AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE", was introduced by MOTION OF VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE. MOTION CARRIED.

MOTION by COUNCILMAN DEROSE, seconded by COUNCILWOMAN SMITH, to ADOPT RESOLUTION NO. R2009-35. MOTION CARRIED.

---

Name of Party (ies) Appearing:

1. Mubarak Kazan  
15564 N.E. 12 Avenue  
North Miami Beach, FL

---

**RESOLUTION NO. R2009-39**, entitled "A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH PASTAL ENTERPRISES CORP., AS THE FIRST RANKED FIRM, AND JAY'S B CAFÉ, AS THE SECOND RANKED FIRM, FOR THE DEVELOPMENT AND OPERATIONS OF FOOD/CAFÉ AND BEVERAGE SERVICES AT THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES, INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER AND THE VICTORY PARK POOLSIDE AREA", was introduced by MOTION OF VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE. MOTION CARRIED.

MOTION by COUNCILMAN DEROSE, seconded by VICE MAYOR JULIEN, to ADOPT RESOLUTION NO. R2009-39.

---

MOTION by COUNCILWOMAN SMITH, seconded by COUNCILMAN PIERRE, to AMEND RESOLUTION NO. R2009-39 TO REFLECT THE CORRECT SPELLING OF "PASTAL ENTERPRISES INCORPORATED" THROUGHOUT RESOLUTION. MOTION CARRIED.

MOTION by COUNCILWOMAN SMITH, seconded by COUNCILMAN PIERRE, to ADOPT RESOLUTION NO. R2009-39, AS AMENDED. MOTION CARRIED.

---

Name of Party (ies) Appearing:

1. Charles Loeb  
16800 N.E. 15 Avenue  
North Miami Beach, FL
  
2. Lisa Prolowitz, Owner of Pastal Enterprises Incorporated

---

**RESOLUTION NO. R2009-40**, entitled "A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, OPPOSING THE NAMING OF THE NEW QQQ1 HIGH SCHOOL AFTER ANY PERSON, AND SUGGESTING AS AN ALTERNATIVE USING AN APPROPRIATE GEOGRAPHICAL NAME, SUCH AS THE BISCAYNE BAY HIGH SCHOOL OR THE OLETA RIVER HIGH SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE.

SEE PAGE 7.

**ORDINANCES - FIRST READING, BY TITLE ONLY:**  
**(SERIATIM NO. 2009-15)**

**ORDINANCE NO. 2009-12**, entitled "AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; DELETING IN ITS ENTIRETY SECTION 2-41 CARIBBEAN AFFAIRS COMMITTEE; DELETING IN ITS ENTIRETY SECTION 2-51 LATIN AFFAIRS COMMITTEE; AMENDING AND EXPANDING SECTION 2-48 CULTURAL COMMITTEE TO PROMOTE ALL CULTURAL GROUPS IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE", was introduced by MOTION OF VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.

---

MOTION by VICE MAYOR JULIEN, seconded by COUNCILWOMAN SMITH, to ADOPT ORDINANCE NO. 2009-12 ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.  
WITH COUNCILWOMAN SPIEGEL VOTING IN THE NEGATIVE.

MOTION by VICE MAYOR JULIEN, seconded by COUNCILWOMAN SMITH, to RECONSIDER ORDINANCE NO. 2009-12 ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.

MOTION by COUNCILWOMAN SPIEGEL, seconded by COUNCILMAN DEROSE, to AMEND ORDINANCE NO. 2009-12 ON ITS FIRST READING BY TITLE ONLY, BY CHANGING THE LANGUAGE IN SECTION 4 WHICH REFERENCES SECTION 2-48.1 OF THE CODE OF ORDINANCES TO MAKE THE LANGUAGE MORE CONSISTENT WITH SECTION 2-48.2 OF THE CODE OF ORDINANCES IN ORDER TO ACCOMPLISH THE INTENTION THAT THIS COMMITTEE BE COMPOSED OF CULTURALLY DIVERSE MEMBERS WHO CAN BRING THEIR CULTURAL DIVERSITIES TO BEAR ON PROMOTING THE CULTURE WITHIN THE CITY. MOTION CARRIED.

---

Name of Party (ies) Appearing:

1. Mubarak Kazan  
15564 N.E. 12 Avenue  
North Miami Beach, FL
  
2. Charles Loeb  
16800 N.E. 15 Avenue  
North Miami Beach, FL

---

**ORDINANCE NO. 2009-13**, entitled "AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY THE DELETION IN ITS ENTIRETY OF SECTION 2-49 ECONOMIC DEVELOPMENT COMMISSION; ENCOURAGING THE NORTH MIAMI BEACH CHAMBER OF COMMERCE TO ASSUME THE ROLE AND RESPONSIBILITIES DELINEATED IN THAT SECTION; 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", was introduced BY MOTION OF VICE MAYOR JULIEN, seconded by COUNCILMAN DEROSE ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.

---

MOTION by COUNCILMAN DEROSE, seconded by VICE MAYOR JULIEN, to ADOPT ORDINANCE NO. 2009-13 ON ITS FIRST READING BY TITLE ONLY.

MOTION by COUNCILWOMAN SMITH, seconded by VICE MAYOR JULIEN, to TABLE ORDINANCE NO. 2009-13 ON ITS FIRST READING BY TITLE ONLY, UNTIL A LATER TIME IN THE FUTURE.

VICE MAYOR JULIEN WITHDREW HIS SECOND TO ALLOW COUNCILWOMAN SPIEGEL A CHANCE TO ASK FURTHER QUESTIONS.

MOTION by COUNCILWOMAN SMITH, seconded by VICE MAYOR JULIEN, to TABLE ORDINANCE NO. 2009-13 ON ITS FIRST READING BY TITLE ONLY, UNTIL A TIME IN THE FUTURE.

---

Name of Party (ies) Appearing:

1. Mubarak Kazan  
15564 N.E. 12 Avenue  
North Miami Beach, FL

---

**ORDINANCE NO. 2009-14**, entitled "AN ORDINANCE AMENDING CHAPTER XV FIRE PREVENTION OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY THE DELETION IN ITS ENTIRETY OF SECTION 15-3 STATIONARY ENGINEERS, OPERATORS AND FIREMEN; 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", was introduced BY MOTION OF VICE MAYOR JULIEN, seconded by COUNCILWOMAN SMITH ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.

MOTION by VICE MAYOR JULIEN, seconded by COUNCILMAN PIERRE, to ADOPT ORDINANCE NO. 2009-14 ON ITS FIRST READING BY TITLE ONLY. MOTION CARRIED.

---

Name of Party (ies) Appearing:

1. Mubarak Kazan  
15564 N.E. 12 Avenue  
North Miami Beach, FL

---

**ORDINANCES - SECOND AND FINAL READING:**

NONE

**14. CITY COUNCIL COMMITTEE REPORTS:**

**A. VICE MAYOR JULIEN'S REPORT:**

1. VICE MAYOR JULIEN STATED THAT SOME FOLKS MIGHT MISUNDERSTAND WHAT TOOK PLACE ON THE 4<sup>TH</sup> FLOOR DURING THE PRE-COUNCIL MEETING AND ALSO THE DISCUSSION THAT THEY HAD DOWN HERE ON THE 2<sup>ND</sup> FLOOR. VICE MAYOR JULIEN EXPRESSED TO COUNCILMAN DEROSE THAT HE LOVES HIM AND HAS THE UTMOST RESPECT FOR HIM. HE IS A TRULY PHILANTHROPIC MAN. VICE MAYOR JULIEN STATED THAT COUNCILMAN DEROSE BUILT A SCHOOL IN HAITI THAT HE DOES NOT CHARGE THE STUDENTS A PENNY AND COUNCILMAN DEROSE DOES THAT BECAUSE HE IS ABLE TO. VICE MAYOR JULIEN INDICATED THAT IF COUNCILMAN DEROSE WAS NOT ABLE TO DO IT HE WOULD NOT HAVE DONE IT. VICE MAYOR JULIEN STATED THAT WHATEVER HE SAYS RELATIVE TO ANYTHING THAT COUNCILMAN DEROSE IS DOING IT IS ALWAYS WITH THE UTMOST RESPECT BECAUSE HE TRULY IS A GIANT AMONGST MEN. VICE MAYOR JULIEN THEN WISHED EVERYBODY A PLEASANT EVENING.

(CNMB-CC MINUTES TAPE #421)

**B. COUNCILWOMAN SPIEGEL'S REPORT:**

1. COUNCILWOMAN SPIEGEL THANKED THE CITY CLERK AND INDICATED THAT THE MINUTES ARE MUCH BETTER THAN WHAT SHE HAS SEEN IN THE PAST AND CERTAINLY THAN WHAT SHE GOT IN THE CHARTER REVIEW.

(CNMB-CC MINUTES TAPE #421)

2. COUNCILWOMAN SPIEGEL STATED THAT SHE WANTED TO CAUTION HER FELLOW COUNCIL MEMBERS. ONE OF THE LAST THINGS THAT WAS DISCUSSED ON THE 4<sup>TH</sup> FLOOR WAS A SUGGESTION THAT THE CODE ENFORCEMENT BOARD MAKE POLICY SUGGESTIONS.

---

COUNCILWOMAN SPIEGEL INDICATED THAT SHE THINKS THEY HAVE IT BACKWARDS AND SHE IS HOPING THAT WAS JUST SAID IN HASTE. THAT IT IS UP TO THE COUNCIL TO SET POLICY AND THEN ENABLE THE BOARD TO ENFORCE IT.

(CNMB-CC MINUTES TAPE #421)

3. COUNCILWOMAN SPIEGEL STATED THAT SHE ACTUALLY HAD CONSIDERED WHETHER OR NOT THEY WANTED TO HAVE THE PUBLIC SPEAK FIRST BECAUSE SHE KNOWS WHEN SHE WOULD COME HERE AS A PRIVATE CITIZEN, WITH NO THOUGHT OF EVER RUNNING. SHE SOMETIMES LIKED BEING ABLE TO SPEAK AT THE END SO SHE COULD GATHER HER THOUGHTS BUT IF OUR MEETINGS ARE GOING TO RUN AFTER MIDNIGHT SHE THINKS THAT MAYBE THEY ARE DOING THE PUBLIC A SERVICE BY HAVING THEM FIRST. COUNCILWOMAN SPIEGEL INDICATED THAT IT IS SOMETHING THEY NEED TO THINK ABOUT. COUNCILWOMAN SPIEGEL THANKED THE COUNCIL AND STATED THAT IT HAS BEEN A WONDERFUL EXPERIENCE TONIGHT.

(CNMB-CC MINUTES TAPE #421)

**C. COUNCILWOMAN SMITH'S REPORT:**

1. COUNCILWOMAN SMITH MENTIONED THAT TOMORROW NIGHT AT 7 O'CLOCK AND THURSDAY MORNING AT 8 O'CLOCK IN THE MORNING THERE WILL BE AT THE SNYDER TENNIS COURTS AND TOMORROW NIGHT HERE AT THE MCDONALD CENTER THERE WILL BE DISCUSSION ON WHAT IS GOING TO HAPPEN. COUNCILWOMAN SMITH INDICATED THAT SHE WILL BE OUT OF TOWN UNFORTUNATELY BUT THE PUBLIC IS WELCOME TO COME AND PUT THEIR INPUT.

(CNMB-CC MINUTES TAPE #421)

2. COUNCILWOMAN SMITH STATED PLEASE FOLLOW THE WEBSITE THERE ARE LOTS OF PROGRAMS. COUNCILWOMAN SMITH INDICATED THAT SOMETIMES THE COUNCIL DOESN'T EVEN GET NOTIFICATION TILL THE DAY THAT THEY ARE THERE BUT THEY ARE WORKING ON THE THAT AND THEY WANT PARTICIPATION. COUNCILWOMAN SMITH STATED THAT THE MORE PARTICIPATION

---

FROM THE PUBLIC THE MORE THEY WILL DO FOR THE PUBLIC.

(CNMB-CC MINUTES TAPE #421)

3. COUNCILWOMAN SMITH MENTIONED THAT SHE DID NOT GET AN OPPORTUNITY BECAUSE THEY TOOK THE VOTE VERY QUICKLY BUT THE MONEY THE \$3 MILLION THEY ARE NOT OBLIGATED TO THE 2% RETURN OF THE \$450,000 UNLESS THEY GET THE \$2.5 MILLION. IT IS ONE PACKAGE. COUNCILWOMAN SMITH STATED THAT IF IT WAS GOING TO BE REVERSED THE OTHER WAY THEY WERE GOING TO ASK US TO PAY THEM BACK \$2.5 MILLION TO GIVE US \$450,000 AND WHEN THEY REVERSED IT THAT THEY ARE PAYING FOUR-FIFTHS OF IT AND WE ONLY HAVE TO PAY ONE-FIFTH OF IT. IT WAS A NO BRAINER. COUNCILWOMAN SMITH STATED HOPEFULLY IT WILL COME THROUGH. THEY ARE TRYING TO GET AS MUCH MONEY. COUNCILWOMAN SMITH INDICATED THAT THIS IS A DAILY CONVERSATION SHE HAS WITH THE MANAGER. EVERY DIME IF IT 'S 22 MORE DOLLARS WE CAN GET FROM THAT STIMULUS THEY ARE TRYING TO DO THAT.

(CNMB-CC MINUTES TAPE #421)

4. COUNCILWOMAN SMITH STATED THAT WHEN THEY TOOK THE ROLE CALL ON THE CULTURAL COMMITTEE, COUNCILWOMAN SMITH INDICATED THAT SHE KNOWS EVERYBODY KNOWS KETLY BY NOW, AND SHE WAS HERE TONIGHT. COUNCILWOMAN SMITH STATED THAT MS. KELTY SAID SHE IS LOOKING FORWARD TO HAVING FOOD THAT IS CUSTOMARY IN A JEWISH HOME WHEN IT IS THEIR HOLIDAY AND SHE IS LOOKING FORWARD TO THE CHINESE PEOPLE COMING AND BRINGING THEIR SPIRIT. COUNCILWOMAN SMITH EXPRESSED THAT SHE HOPES THE CULTURAL COMMITTEE AS SHE HAS SEEN IT IN THE PAST IN MANY OF THE MEETINGS CAN GROW INTO SOMETHING JUST LIKE THAT. COUNCILWOMAN SMITH INDICATED THAT SHE ASKED THE CITY MANAGER TO WORK WITH THAT CULTURAL COMMITTEE AND BRING A FEW PROGRAMS FOR THE ENTIRE PUBLIC TO ENJOY. COUNCILWOMAN THANKED EVERYBODY AND WISHED THE NEW SCHOOL THE BEST OF LUCK AND WISH EVERY ONE A GOOD EVENING HAVE A NICE 2 WEEKS OF SUMMER.

(CNMB-CC MINUTES TAPE #421)

---

**D. COUNCILMAN DEROSE'S REPORT:**

1. COUNCILMAN DEROSE WISHED EVERYONE GOOD NIGHT.

(CNMB-CC MINUTES TAPE #421)

**E. COUNCILMAN PIERRE'S REPORT:**

1. COUNCILMAN PIERRE STATED THAT ONCE AGAIN IT IS SUMMER TIME, IT IS FAMILY TIME SO WHEREVER YOU GO THINK SAFETY FIRST.

(CNMB-CC MINUTES TAPE #421)

2. COUNCILMAN PIERRE STATED THAT JUNE IS HURRICANE SEASON SO BE PREPARED. WHATEVER YOU LEARNED TONIGHT PLEASE PUT THEM INTO APPLICATION AND MORE IMPORTANTLY REMEMBER WE HAVE 1670 AM TO GET INFORMATION IN CASE OF EMERGENCY. COUNCILMAN PIERRE INDICATED THAT MOST RESIDENTS DO NOT KNOW THAT IF THERE IS AN EMERGENCY THE PLACE TO GET INFORMATION RELATED TO THE CITY IS 1670 AM THAT IS THE POLICE STATION. COUNCILMAN PIERRE URGED PEOPLE TO PICK UP THEIR INSURANCE CARDS AND REMEMBER ON THOSE TRIPS THEY ARE NOT VACATIONING, IN LIMOS OR PLAYING SUPERSTAR. COUNCILMAN PIERRE STATED THAT THEY ARE GETTING INFORMATION THAT IS USEFUL FOR OUR RESIDENTS. COUNCILMAN PIERRE STATED THAT ON THEIR LAST TRIP THAT IS WHERE THEY GOT THAT IDEA FROM SO PLEASE TAKE ADVANTAGE OF IT.

(CNMB-CC MINUTES TAPE #421)

3. COUNCILMAN PIERRE STATED THAT FOR THE PEOPLE OF WASHINGTON PARK WE LEARNED TONIGHT THAT OUR EFFORTS ARE BEING REWARDED. IF YOU WANT TO ATTEND THE NEW SCHOOL ORIGINALLY WE WERE NOT ALLOWED TO BUT NOW IF YOU PLACE A REQUEST YOU HAVE EVERY RIGHT TO ATTEND THAT SCHOOL. COUNCILMAN PIERRE WISHED A GOOD NIGHT AND A HAPPY SUMMER.

(CNMB-CC MINUTES TAPE #421)

---

**F. COUNCILWOMAN KRAMER REPORT:**

1. COUNCILWOMAN KRAMER STATED THAT IT HAS BEEN A VERY LONG EVENING SO SHE WISHED ALL OF YOU A VERY GOOD EVENING.

(CNMB-CC MINUTES TAPE #421)

**G. MAYOR ROSNER'S REPORT:**

1. MAYOR ROSNER WISHED EVERYBODY A GOOD NIGHT AND INDICATED THAT THE NEXT MEETING IS JULY 7<sup>TH</sup>.

(CNMB-CC MINUTES TAPE #421)

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH WAS ADJOURNED AT 11:54 PM ON A MOTION BY COUNCILMAN DEROSE AND SECONDED BY COUNCILMAN PIERRE.

CERTIFICATION

I, SUSAN A. OWENS, CMC, CITY CLERK OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES, PAGES ONE (1) THROUGH PAGE SEVENTEEN (17) INCLUSIVE, TO BE THE OFFICIAL RECORD OF THE CITY COUNCIL PROCEEDINGS AS TAPE RECORDED AT THE REGULAR CITY COUNCIL MEETING OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, HELD ON THE SIXTEENTH (16) DAY OF JUNE, 2009.

( S E A L )

---

SUSAN A. OWENS, CMC,  
CITY CLERK  
CITY OF NORTH MIAMI BEACH

**MEMORANDUM**

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

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

**DATE:       July 7, 2009**

---

**RE:    RESOLUTION NO. R2009-41  
         HUD AFFORDABLE HOUSING APPLICATION**

---

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONSORTIUM AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND S.T.E.P.S. IN THE RIGHT DIRECTION, INC., A NON-PROFIT ORGANIZATION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) IN RESPONSE TO THE NOTICE OF FUNDING AVAILABILITY FOR NEIGHBORHOOD STABILIZATION PROGRAM 2 FEDERAL FUNDS; APPROVING THE RECOMMENDED ACTIVITIES AS AUTHORIZED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 DESCRIBED AS SOFT SECOND MORTGAGES, ACQUISITION AND REHABILITATION OF SINGLE-FAMILY RESIDENTIAL PROPERTIES, DEMOLITION OF BLIGHTED STRUCTURES, AND ENERGY CONSERVATION.**

**City of North Miami Beach  
Interoffice Memorandum**



*City Manager's Office*

**TO:** Mayor & Council  
**FROM:** Kelvin L. Baker, City Manager  
**DATE:** July 07, 2009

---

**RE: Approval of Resolution 2009- for submittal of an application for a federal grant in the amount of \$11,500,000 to the U. S. Department of Housing and Urban Development competitive Neighborhood Stabilization Program 2 and approving a Consortium Agreement between the City of North Miami Beach and S.T.E.P.S. in the Right Direction, Inc. a nonprofit housing delivery organization.**

---

**BACKGROUND**

The United States Congress enacted the Housing and Recovery Act of 2008 (Public Law 110-289), which included an appropriation of funds for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the heading Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes. Funds appropriated in 2008 were distributed by HUD using a formula distribution to States and Community Development Block Grant Entitlement Communities. In 2009, Congress approved the American Reinvestment and Recovery Act of 2009 (Public Law 11-005), which allocated additional funds for the continuation of activities in the redevelopment of abandoned and foreclosed homes initially funded in 2008. The funds appropriated in 2009 are available through a competitive grant process to states, counties, municipalities, nonprofit organizations, and consortia of these organizations. Consortia may also include for profit partners, but the lead of consortia must be government or private nonprofit entities. The U. S. Department of Housing and Urban Development announced the availability of these funds through Neighborhood Stabilization Program 2 grants to eligible entities, the requirements for establishing eligibility, and the standards and requirements of the program in its Notice of Funding Availability.

The City of North Miami Beach investigated applications being made for funding from the Neighborhood Stabilization Program 2 by the State of Florida, as discussed in a statewide telephone public hearing; Miami-Dade County, as presented in its proposed application to the U. S. Department of Housing and Urban Development for federal funding; and by a consortium of Community Development Corporations operating in north Miami-Dade County. The consortium of Community Development Corporations is a promising option for the City of North Miami Beach, and they agreed to extend their target area to include census tracts in North Miami Beach, to work with us in delivering future housing services to the City of North Miami Beach, to accept

the city into their consortium as an equal partner should the city choose to join them, and to work with the City of North Miami Beach should it proceed with its own application for federal funding. The State of Florida representatives at the public hearing said the state would not accept cities and counties as members of its consortium, and would not at this time announce their funding formula and criteria for eligibility. The Miami-Dade County application covers 341 census tracts, applies a large percentage of funds to multi-family projects in which the county has an investment or to county-owned properties, and provides enough funding for other projects to assist an average on only one dwelling unit per census tract in its target area. The Community Development Director of the City of North Miami Beach, after gaining agreement with the Community Development Corporation consortium to include the city within their target area, determined that the city could be best served by the Neighborhood Stabilization Program 2 funds if the city could be successful in making its own application and fund the acquisition, repair or redevelopment, and sale to qualified individuals and families of at least one hundred foreclosed upon dwellings inside the city limits (a federal minimum assistance requirement).

### **RECOMMENDATION**

It is respectfully recommended that the city council approve this resolution which is a requirement of the funding application process of the federal grant program. Included in the Resolution is Council approval of a Consortium Agreement between the City of North Miami Beach and S.T.E.P.S. in the Right Direction, Inc., a Florida non-profit housing delivery organization. The Consortium is necessary in order for us to qualify as eligible to apply. Without it, we cannot meet the experience requirements for construction and residential rehabilitation. Additionally, we must complete this application and transmit it in time to be received at the Washington, D.C. offices of the U. S. Department of Housing and Urban Development by 5:00 PM on July 17, 2009.

### **FISCAL IMPACT**

The funds requested total \$11,500,000 for expenditure within the city limits in the target areas identified in the grant application. Except for a maximum of ten percent, \$1,150,000 that can be used to pay the grant program's administrative expenses, all of the funds must be used to acquire, rehabilitate, and make more energy efficient foreclosed upon and vacant residential dwellings. The dwellings assisted by the program must be made available to very low, low, and moderate income individuals and families, as defined by the federal Community Development Block Grant Program. At least 25% of the funds must be used to acquire and rehabilitate vacant foreclosed upon dwellings to be made available to very low income persons and families. A minimum of 100 foreclosed upon and vacant dwellings must be removed from the housing market using this funding source.

### **CONTACT PERSON**

Bob Nix, Director of Community Development and Planning

CC: Darcee S. Siegel, City Attorney  
Susan Owens, City Clerk  
Miriam Bensinger, City Attorney

## RESOLUTION R2009-41

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONSORTIUM AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND S.T.E.P.S. IN THE RIGHT DIRECTION, INC., A NON-PROFIT ORGANIZATION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) IN RESPONSE TO THE NOTICE OF FUNDING AVAILABILITY FOR NEIGHBORHOOD STABILIZATION PROGRAM 2 FEDERAL FUNDS; APPROVING THE RECOMMENDED ACTIVITIES AS AUTHORIZED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 DESCRIBED AS SOFT SECOND MORTGAGES, ACQUISITION AND REHABILITATION OF SINGLE-FAMILY RESIDENTIAL PROPERTIES, DEMOLITION OF BLIGHTED STRUCTURES, AND ENERGY CONSERVATION.**

WHEREAS, the Mayor and City Council of the City of North Miami Beach, Florida, desire to provide housing to very low, low, and moderate income households and to ameliorate the adverse effects of vacant foreclosed-upon housing in our neighborhoods; and

WHEREAS, on May 4, 2009, the U.S. Department of Housing and Urban Development issued a Notice of Fund Availability for Neighborhood Stabilization Program 2 federal funds authorized by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the goals of the Neighborhood Stabilization Program 2 are to provide decent housing, a suitable living environment, and economic opportunity, principally for persons of very low, low and moderate income as defined within the regulations governing the Federal Community Development Block Grant Program; and

**WHEREAS**, Neighborhood Stabilization Program 2 funding is awarded to address the adverse effects of vacant and foreclosed-upon homes in target area neighborhoods; and

**WHEREAS**, the City of North Miami Beach seeks to stop the decline in neighborhoods and property values due to the effects of concentrations of foreclosed, abandoned, and vacant homes; and

**WHEREAS**, the City Manager and staff have prepared an application for Neighborhood Stabilization Program 2 federal funds, which addresses the objectives of providing housing to very low, low, and moderate income persons and families, as well as addressing the effects of foreclosed-upon homes in our neighborhoods; and

**WHEREAS**, the City of North Miami Beach must enter into a consortium agreement with a non-profit entity with experience in home rehabilitation and repair in order to qualify as an eligible applicant for the Neighborhood Stabilization Program 2 grant program; and

**WHEREAS**, the non-profit corporation, S.T.E.P.S. in the Right Direction, Inc., wishes to enter into an agreement with the City of North Miami Beach to create a consortium partnership that is eligible to receive funding from the Neighborhood Stabilization Program 2; and

**WHEREAS**, the City of North Miami Beach's application to the competitive process for obtaining Federal funds through the Neighborhood Stabilization Program 2, as substantially set forth in Exhibit "A" attached hereto and incorporated herein by reference, must be received at the offices of the U.S. Department of Housing and Urban Development no later than July 17, 2009; and

**WHEREAS**, Exhibit "A" includes a consortium agreement that qualifies the City of North Miami Beach and its consortium partner, S.T.E.P.S. in the Right Direction, Inc., as a consortium eligible to receive funds from the U.S. Department of Housing and Urban Development Neighborhood Stabilization Program 2.

**NOW, THEREFORE,**

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

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Mayor and City Council approve the application and corresponding funding requests for submittal to the U.S. Department of Housing and Urban Development for the Neighborhood Stabilization Program 2 funds as authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-005) for activities described as soft second mortgages, acquisition and rehabilitation of single-family homes, demolition of blighted structures, and energy conservation, as provided in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 3.** The Mayor and City Council approve and authorize the City Manager to execute the Consortium Agreement between the City of North Miami Beach and S.T.E.P.S. in the Right Direction, Inc., that is included in Exhibit "A" as part of the Neighborhood Stabilization Program 2 application.

**Section 4.** The City Manager or his designee is hereby directed to send a copy of this Resolution with the City of North Miami Beach application for Neighborhood Stabilization Program 2 funds to the U.S. Department of Housing and Urban Development.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council

at the regular meeting assembled this \_\_\_\_ day of July, 2009.

ATTEST:

\_\_\_\_\_  
SUSAN OWENS  
CITY CLERK

\_\_\_\_\_  
MYRON ROSNER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
DARCEE S. SIEGEL  
CITY ATTORNEY

SPONSORED BY: Mayor and Council

NSP2 FEDERAL GRANT APPLICATION  
 Catalog of Federal Domestic Assistance #: 14.256  
 CITY OF NORTH MIAMI BEACH, FLORIDA  
 DUNS #: 071313951; TAX ID #: 59-6000389; CAGE/NCAGE: 4QG22  
 July 17, 2009  
 TABLE OF CONTENTS

<u>Section/ Subsection</u>	<u>Title</u>	<u>Page</u>
A.	Program Summary (subject to 40 limit)	6
B.	Narrative Statements (subject to 40 page limit)	
1.	Rating Factor 1 – Need and Market Conditions (40 pts)	7
	a. Target Geography (10 pts)	7
	b. Market Conditions and Demand Factors (30 pts)	16
2.	Rating Factor 2 – Demonstrated Capacity (30 pts)	22
	a. Past Experience	22
	b. Management Structure	23
3.	Rating Factor 3 – Soundness of Approach (45 pts)	23
	a. Proposed Activities (15 pts)	23
	b. Project Completion Schedule (5 pts)	25
	c. Income Targeting (5 pts)	25
	d. Continued Affordability (5 pts)	25
	e. Consultation, Outreach, Communications (5 pts)	26
	f. Performance and Monitoring (10 pts)	26
4.	Rating Factor 4 – Leveraging Funds, integration with other federal objectives, or removal of negative effects (10 pts)	29
5.	Rating Factor 5 – Energy Efficiency and Sustainable Development (10 pts)	30
6.	Rating Factor 6 – Neighborhood Transformation and Economic Opportunity (5 pts)	30
C.	Forms (not subject to page limitations)	31
1.	SF – 424, Application for Federal Assistance	32
2.	NSP2 Non-Profit Organization Qualification – Narrative Describing Qualification as an Eligible Applicant and Evidence of Nonprofit and Tax Exempt Status (in accordance with NOFA)	33
3.	Consortium Agreement	36
D.	Disclosures (not subject to page limitations)	42
1.	SF – LLL, Disclosure of Lobbying Activities, as applicable	43
2.	HUD – 2880, Applicant/Recipient Disclosure/Update Report	46

<u>Section/ Subsection</u>	<u>Title</u>	<u>Page</u>
E.	Appendices (not subject to page limitations)	50
1.	A Copy of the North Miami Beach Code of Conduct	51
2.	Definitions (p. 13 of NOFA)	54
3.	Leveraging Documentation – firm commitment letters	55
4.	Signed Certifications	56
5.	Calculation of Removal of Negative Effects Using HUD Provided Rubric	58
6.	Summary of Citizen Comments Including URL Where Plan is Posted	59

## SECTION A: PROGRAM SUMMARY

The United States Congress enacted the Housing and Recovery Act of 2008 (Public Law 110-289), which included an appropriation of funds for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the heading Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes. Funds appropriated in 2008 were distributed by HUD using a formula distribution to States and Community Development Block Grant Entitlement Communities. In 2009, Congress approved the American Reinvestment and Recovery Act of 2009 (Public Law 11-005), which allocated additional funds for the continuation of activities in the redevelopment of abandoned and foreclosed homes initially funded in 2008. The funds appropriated in 2009 are available through a competitive grant process to states, counties, municipalities, nonprofit organizations, and consortia of these organizations. Consortia may also include for profit partners, but the lead of consortia must be government or private nonprofit entities. The U. S. Department of Housing and Urban Development announced the availability of these funds through Neighborhood Stabilization Program 2 grants to eligible entities, the requirements for establishing eligibility, and the standards and requirements of the program in its Notice of Funding Availability.

The City of North Miami Beach investigated applications being made for funding from the Neighborhood Stabilization Program 2 by the State of Florida, as discussed in a statewide telephone public hearing; Miami-Dade County, as presented in its proposed application to the U. S. Department of Housing and Urban Development for federal funding; and by a consortium of Community Development Corporations operating in north Miami-Dade County. The consortium of Community Development Corporations is a promising option for the City of North Miami Beach, and they agreed to extend their target area to include census tracts in North Miami Beach, to work with us in delivering future housing services to the City of North Miami Beach, to accept the city into their consortium as an equal partner should the city choose to join them, and to work with the City of North Miami Beach should it proceed with its own application for federal funding. The State of Florida representatives at the public hearing said the state would not accept cities and counties as members of its consortium, and would not at this time announce their funding formula and criteria for eligibility. The Miami-Dade County application covers 341 census tracts, applies a large percentage of funds to multi-family projects in which the county has an investment or to county-owned properties, and provides enough funding for other projects to assist an average on only one dwelling unit per census tract in its target area. The Community Development Director of the City of North Miami Beach, after gaining agreement with the Community Development Corporation consortium to include the city within their target area, determined that the city could be best served by the Neighborhood Stabilization Program 2 funds if the city could be successful in making its own application and fund the acquisition, repair or redevelopment, and sale to qualified individuals and families of at least one hundred foreclosed upon dwellings inside the city limits (a federal minimum assistance requirement).

~~All of the City of North Miami Beach is within the U. S. Department of Housing and Urban Development designated target area for federal funding under the Neighborhood Stabilization Program 2 eligibility criteria. In May, the city's proposed target area contained 181 dwellings that had been foreclosed upon and were Real Estate Owned (taken over by the lender and vacant). There were at that time 591 dwelling units in preforeclosure proceedings. The provision of funding assistance to remove 113 vacant foreclosed upon dwelling from the market would take over half of the existing Real Estate Owned units off of the market, and would make a substantial contribution to arresting the decline of the market value of housing in the city as a result of foreclosure activity. In addition, the program would make the assisted units available to very low, low, and moderate income persons and families. According to the Shimberg Center for Affordable Housing at the University of Florida, over 54% of the households in North Miami Beach are below the federal threshold of 120% of Median Household Income that qualifies them for federal assistance.~~

The City of North Miami Beach is an ideal location for federal assistance from the Neighborhood Stabilization Program 2 because it has a substantial population that meets national objectives for assistance under the Community Development Block Grant Program; in the month of May, alone, 8% of its entire housing stock was in some stage of foreclosure; and the city has only 5 square miles of land area with a population density of over 8,000 persons per square mile making it an ideal compact target area with benefits to a relatively large population.

Factor 1: Need and Market Conditions

a. Target Geography

1) Areas Meeting HUD Target Geography Requirements

In accordance with the data provided by the US Department of Housing and Urban Development (hereafter referred to as HUD), the entire City of North Miami Beach is within US Census Tracts that are designated by HUD as meeting the high risk area threshold. All of the city land area is in census tracts that have a Foreclosure Benchmark Score of 20, and part of the city is in census tracts that have a Foreclosure and Vacancy Benchmark Score of 19. The HUD minimum eligibility threshold was established as a score on either criterion that exceeds 18.

Assisting any eligible target geography in North Miami Beach is likely to have a noticeable positive impact on a larger area, because the entire city is only 5.3 square miles of land and water area, with 5.0 square miles of land area. The population density of the city is approximately 8,200 persons per square mile, based on the latest official population data. In the City of North Miami Beach, the NSP2 program has the opportunity to target a large population within a small area that includes both single family and multi-family residential development districts. The NSP2 investment concentrated within what really amounts to a neighborhood area will create realistic potential real estate stabilization benefits for a significant neighborhood population, or even city-wide.

The City of North Miami Beach finds that it cannot rely on the Miami-Dade County NSP2 program to have the effect of stabilizing neighborhoods inside the city. The geography served by the Miami-Dade NSP2 application is too large, and there is no commitment within the Miami-Dade application to concentrate any funding into foreclosure impacted neighborhoods in North Miami Beach.

The Miami-Dade County proposed program devotes much of its proposed \$162,000,000 of NSP2 funding to multifamily or publicly financed housing programs. The \$88 million proposed for the Neighborhood Redevelopment Program by Miami-Dade County is proposed to be targeted at 18 housing projects, or 250 county owned properties, and the acquisition of \$100,000 worth of vacant lots. None of the multifamily or county housing projects mentioned in the Miami-Dade County application are inside or even near the North Miami Beach city limits. As for single-family home neighborhood stabilization assistance, the Miami-Dade proposed NSP2 program commits only \$30 million over the entire metropolitan area in two programs. The single family assistance is aimed at 341 census tracts, an average of \$87,977 per tract. The approximate number of homes that will be provided assistance based on the Miami-Dade application is estimated in the following table:

**TABLE: MIAMI-DADE COUNTY ESTIMATED NUMBER OF SINGLE FAMILY DWELLINGS ASSISTED**

<u>NSP2 ACTIVITY</u>	<u>PROPOSED BUDGET</u>	<u>COST PER DWELLING</u>	<u>APPROXIMATE NUMBER DWELLINGS ASSISTED</u>
Soft Second Mortgages	\$15,000,000	\$70,000 (Avg.)	214
Acquisition/Rehab/Resale Of Single Family Homes	\$15,000,000	\$205,000 (max.)	73 (minimum)*
<b>TOTAL NUMBER OF UNITS ASSISTED:</b>			<b>285</b>

Data is from the Miami-Dade County NSP2 application.

\*Note: The Miami-Dade County application does not list an expected average cost for this assistance. If the typical cost is as low as \$90,000, the program would acquire and resell only 167 houses in a 341 census tract area. Total units assisted becomes 381, or 1.12 dwelling units per census tract in their target area.

Below is the Miami-Dade County NSP2 Program proposed budget.

**PROPOSED MIAMI-DADE COUNTY NSP2 PROGRAM  
TOTAL BUDGET**

<b>NSP2 Activities</b>	<b>NSP2 Budget Request</b>
Soft Second Mortgage	\$ 15,000,000.00
Acquisition/Rehab/Resale of SF Homes	\$ 15,000,000.00
Acq/Rehab of Multifamily (rental)	\$ 26,000,000.00
Neighborhood Redevelopment	\$ 88,000,000.00
Demolition	\$ 1,800,000.00
Admin	\$ 16,200,000.00

NSP2

**Proposed Application**

The Miami-Dade County proposed NSP2 Program would provide an average assistance, outside of identified county assisted housing projects, to an average of approximately one single family dwelling per census tract in the proposed county-wide target area. It is unlikely that enough assistance will occur inside the City of North

Miami Beach for the NSP2 Program proposed by Miami-Dade County to have the beneficial effects within the city that is envisioned in the National Objectives and Desired Outcomes of the Federal NSP2 Grant Program. Therefore, the City of North Miami Beach finds that it must make an effort to supplement the Miami-Dade County NSP2 program in order to obtain sufficient Federal NSP2 funding within its jurisdiction to stabilize the city's neighborhoods.

The City Of North Miami Beach has selected the following Target Geography following an analysis of the data regarding those tracts entirely within the city, and those that are only partially within the city (condominium and single-family home statistics are from a City of North Miami Beach Geographic Information Systems analysis of the Miami-Dade County Property Appraiser's Data):

<u>Tract Number</u>	<u>Reason for Selection</u>
10286000106	This tract exceeds the threshold on both HUD eligibility criteria (Foreclosures Score: 20; With Vacancies Score: 19). 95.45% of this tract is located entirely within the city limits. It is primarily multi-family in character. North Miami Beach Census Tract 1.06 contains 2,880 multi-family condominium units and 291 single family homes. Assistance provided to single-family and townhouse units in this area will have the effect of stabilizing those portions of this census tract, since single family and townhouse developments tend to be co-located in small areas of concentrated development. Because all of the foreclosure impacts to this census tract are inside the city, providing NSP2 funding to the city to stabilize these neighborhoods will meet national objectives.
10286000201	This tract exceeds the threshold on both HUD foreclosure eligibility scores of 18 on both criteria (Foreclosure Score: 20; Vacancy Score: 19). North Miami Beach Census Tract 2.01 has 65.85 % of its land area within the city limits of North Miami Beach. There are 632 multifamily and townhouse condominium units in this tract, and 477, or 77%, of them are inside the City of North Miami Beach. Of the 768 single family homes in this tract, 664 of them, or 86%, are inside the city limits. Providing NSP2 funding to the city to concentrate programs in this area can have the stabilizing effects that meet the National Objectives.
10286000202	This tract exceeds the threshold score of 18 on the HUD Foreclosure Score (20), but not the Vacancy Score (17). It is eligible for funding because it exceeds the threshold on at least one score. North Miami Beach Census Tract 2.02 has 86.79% of its land area within the city limits of North Miami Beach. There are 487 multifamily and townhouse condominium units in this tract, and 109, or 22%, of them are inside the City of North Miami Beach. However, of the 1,643 single family homes in this tract, 1601 of them, or 97%, are inside the city limits. Providing NSP2 funding to the city would focus federal funding on 97% of the single family homes in the Census Tract that could benefit from NSP2 activities, thus meeting National Objectives of the NSP2 program. The city's program in this area will focus on single family homes.

Tract NumberReason for Selection (continued)

10286000203

This tract exceeds the threshold score of 18 on the HUD Foreclosure Score (20), and on the Vacancy Score (19). North Miami Beach Census Tract 2.03 has 44.97% of its land area within the city limits of North Miami Beach. There are 1,982 multifamily and townhouse condominium units in this tract, and 1,209, or 61%, of them are inside the City of North Miami Beach. Of the 1,553 single family homes in this tract, 633 of them, or 41%, are inside the city limits. Providing NSP2 funding to the city would focus federal funding on a well-defined area in the Census Tract that could benefit from NSP2 activities, thus meeting National Objectives of the NSP2 program in that area. In addition, some of the area of this Census Tract is also within the North Miami Beach Community Redevelopment Area, making it possible to leverage Federal NSP2 funds with City of North Miami Beach Community Redevelopment Area funds. The city portion of funding could be used in acquisition and, if necessary, demolition of foreclosed-upon homes within the Community Redevelopment Area.

10286000204

This tract exceeds the threshold score of 18 on the HUD Foreclosure Score (20), but not on the Vacancy Score (16). North Miami Beach Census Tract 2.04 has 52.2% of its land area within the city limits of North Miami Beach. There are 6 multifamily and townhouse condominium units in this tract, and all 6 of them are inside the City of North Miami Beach. However, of the 1,101 single family homes in this tract, 941 of them, or 85%, are inside the city limits. Providing NSP2 funding to the city would focus federal funding on a well-defined area in the Census Tract with 85% of the single-family homes that could benefit from NSP2 activities, thus meeting National Objectives of the NSP2 program in that area.

10286000205

This tract exceeds the threshold score of 18 on the HUD Foreclosure Score (20), but not on the Vacancy Score (17). North Miami Beach Census Tract 2.05 has 52.53% of its land area within the city limits of North Miami Beach. There are 197 multifamily and townhouse condominium units in this tract, and 12, or 6%, of them are inside the City of North Miami Beach. However, of the 1,525 single family homes in this tract, 1,014 of them, or 66%, are inside the city limits. Providing NSP2 funding to the city would focus federal funding on a well-defined area in the Census Tract with 66% of the single-family homes that could benefit from NSP2 activities, thus meeting National Objectives of the NSP2 program in that area. The city's program will emphasize assistance to single family homes and townhouses in this census tract.

10286000206

This tract exceeds the threshold score of 18 on the HUD Foreclosure Score (20), but not on the Vacancy Score (17). North Miami Beach Census Tract 2.06 has 99.98% of its land area within the city limits of North Miami Beach. There are 65 multifamily and townhouse condominium units and 1,165 single family homes in this tract inside the City of North Miami Beach. Providing NSP2 funding to the city would focus federal funding on a well-defined area in the Census Tract for 100% of the dwellings in the neighborhood that could benefit from NSP2 activities, thus meeting National Objectives of the NSP2 program in that area.

The other US Census Tracts that have some land area falling within the City of North Miami Beach were not included because either there were no residential units in the city, there were only 11% of the residential units in the city, or there were a large number and percentage of mobile home dwellings included in the tract (Tract number 10286000109). The city program will focus on rehabilitation of neighborhoods consisting primarily of site-built

single-family and townhouse dwellings. Some multi-family condominium unit purchase and repair assistance may be included in the program, if after analyzing age and potential assessments units for which assistance is requested prove to be sustainable investments for the low-moderate income families receiving assistance.

The lack of sufficient funding to assist the proposed North Miami Beach NSP2 Target Areas on a countywide basis by Miami-Dade County has already been discussed. Absent the approval of funding to the City of North Miami Beach, and with as yet unclear standards for sub-recipient funding published by the State of Florida, there is no public agency other than the City of North Miami Beach that will have a program including the area of the US Census Tracts within the city that HUD has identified as target areas. In addition, the history of the State of Florida housing program funding has been to focus expenditures in rural areas ineligible for Community Development Block Grant Entitlement funds, and to ignore areas like the City of North Miami Beach that are within large entitlement metropolitan regions, but that are also ineligible for Community Development Block Grant or State Housing Initiatives Partnership funding. It is unlikely that the City of North Miami Beach will be eligible to become a subrecipient of State of Florida NSP2 funds, or for enough funds to have the desired target area stabilization effect that is expressed in the NSP2 Notice of Funding Availability.

The city staff made contact with a consortium of nonprofit Community Development Corporations operating in North Miami-Dade County, and requested them to add the Census Tracts that are the subject of this application to their proposed service area. However, this added service area is beyond their traditional areas of service delivery, and requires them to spread the use of their funds to include an area outside of the places where they have a constituency to which they traditionally deliver services. Although the city expects to establish a constructive long term relationship with the Community Development Districts, the level of funding available for the city will be influenced by other demands in the rest of their well established service areas. For these reasons, the City of North Miami Beach is confident that the great needs within the city either will not be served at all, or will be underserved, should the city's application not be funded.

On the following page is a map of the proposed North Miami Beach NSP2 Target Area.



**TABLE: Condominium Units within NSP2 Target Census Tracts:  
Number and Percent Within North Miami Beach City Limits**

TRACT ID	FORE SCORE	VAC SCORE	TOTAL CONDO BLDGS IN TRACT	# CONDO BLDGS IN CITY PORTION OF TRACT	TOTAL CONDO UNITS IN TRACT	# OF CONDO UNITS IN CITY PORTION OF TRACT	% OF CONDO UNITS IN CITY
1.06	20	19	73	73	2880	2880	100%
1.09	20	18	2	1	396	22	6%
1.14	20	12	24	0	5958	0	0%
2.01	20	19	17	13	632	488	77%
2.02	20	17	5	4	487	109	22%
2.03	20	19	36	16	1982	1209	61%
2.04	20	16	1	1	6	6	100%
2.05	20	17	3	1	197	12	6%
2.06	20	17	2	0	65	65	100%
4.01	20	18	4	0	243	0	0%
97.01	20	15	4	0	155	0	0%
97.02	20	18	56	0	3865	0	0%

**TABLE: Single Family Residential Units within NSP2 Target Census Tracts:  
Number and Percent Within North Miami Beach City Limits**

TRACT ID	FORE SCORE	VAC SCORE	TOTAL SINGLE FAMILY HOMES IN TRACT	# SINGLE FAMILY HOMES IN CITY PORTION OF TRACT	% OF FAMILY HOMES IN CITY
1.06	20	19	291	291	100%
1.09	20	18	238	238	100%
1.14	20	12	5	0	0%
2.01	20	19	768	664	86%
2.02	20	17	1643	1601	97%
2.03	20	19	1553	633	41%
2.04	20	16	1101	941	85%
2.05	20	17	1525	1014	66%
2.06	20	17	1165	1165	100%
4.01	20	18	1660	0	0%
97.01	20	15	2566	285	11%
97.02	20	18	204	0	0%

**TABLE: Land Area of NSP2 Target Census Tracts:  
Area and Percent of Area Within North Miami Beach City Limits**

TRACTID	FORE_SCORE	VAC_SCORE	TOTAL TRACT AREA SQ FT	PORTION TRACT AREA IN CITY	% OF TOTAL TRACT AREA
2.06	20	17	26,170,388	26,164,402.51	99.98%
1.06	20	19	26,551,610	25,344,336.20	95.45%
2.02	20	17	23,576,828	20,461,372.10	86.79%
2.01	20	19	24,543,450	16,161,690.31	65.85%
2.05	20	17	23,860,458	12,534,360.32	52.53%
2.04	20	16	30,567,156	15,955,801.20	52.20%
2.03	20	19	36,776,544	16,538,978.33	44.97%
97.01	20	15	60,415,540	5,401,241.31	8.94%
1.09	20	18	93,273,576	7,655,890.48	8.21%
1.14	20	12	29,123,680	1,043,186.14	3.58%
97.02	20	18	23,061,118	312,814.96	1.36%
4.01	20	18	68,176,440	257.55	0.00%

**TABLE: HUD FORECLOSURE SCORES FOR NORTH MIAMI BEACH TARGET AREA CENSUS TRACTS**

geoid	sta	cntyname	nforeclose	nvacancy	fordq_num	fordq_rate	vac_rate
12086000106	FL	Miami-Dade County	20	19	346	21.0%	6.5%
12086000109	FL	Miami-Dade County	20	18	102	24.8%	5.0%
12086000201	FL	Miami-Dade County	20	19	291	25.3%	9.2%
12086000202	FL	Miami-Dade County	20	17	387	26.2%	4.8%
12086000203	FL	Miami-Dade County	20	19	439	25.5%	8.1%
12086000204	FL	Miami-Dade County	20	16	282	30.2%	3.8%
12086000205	FL	Miami-Dade County	20	17	418	30.3%	4.8%
12086000206	FL	Miami-Dade County	20	17	296	30.0%	4.8%

**TABLE: HUD FORECLOSURE SCORES SUPPORTING DATA FOR NORTH MIAMI BEACH  
TARGET AREA CENSUS TRACTS**

geoid	sta	cntyname	num_mo rt_tract	pct_ lchl	pct_ hchl	pct_ hchl	ofheo_price _change	pct_une m_2008	unem_c h0708
120860 00106	FL	Miami- Dade County	1,651	6.3 %	16.5 %	8.5 %	-24.6%	5.8%	1.4%
120860 00109	FL	Miami- Dade County	414	4.8 %	25.0 %	10.9 %	-24.6%	5.8%	1.4%
120860 00201	FL	Miami- Dade County	1,151	7.6 %	19.1 %	17.2 %	-24.6%	5.8%	1.4%
120860		Miami- Dade		10.3	17.6	21.0			

Median Household Income	\$38,687*	XX	\$50,007
Median Family Income	\$41,382*	XX	\$60,374
Per Capita Income	\$16,917	XX	\$26,178
Families Below Poverty	XX	17.7%	9.8%
Individuals Below Poverty	XX	20.1%	13.3%

\*NOTE: Income estimates are in 2007 inflation-adjusted dollars.

The percentage of the city's families and individuals that are below poverty level is significantly larger than the percentage of the national population that is below poverty. These families and individuals would benefit from a city operated program that includes an objective of assisting them to become owners of a foreclosed-upon home. Serving them would meet one of the major national objectives defined in the NSP2 program requirements.

b. Market Conditions and Demand Factors

1) Lending and Credit

It is well-known that the real estate market has suffered due to a lack of liquidity arising from the tightening of credit that followed the collapse of the sub-prime lending companies. Lending fraud has been found to be a contributor to the failure of the mortgage markets, particularly the sub-prime market. According to the Federal Bureau of Investigation, Florida is among the top ten mortgage fraud areas in the country. The City of North Miami Beach is within Miami-Dade County, which has been identified as the state leader in the number of fraud loans in Florida. Unfortunately, many who could not otherwise afford to buy a home obtained questionable sub-prime loans. As noted earlier, the median income of individuals, families, and households in North Miami Beach are well below the national medians, making the people of our city a potential target market for sub-prime lenders.

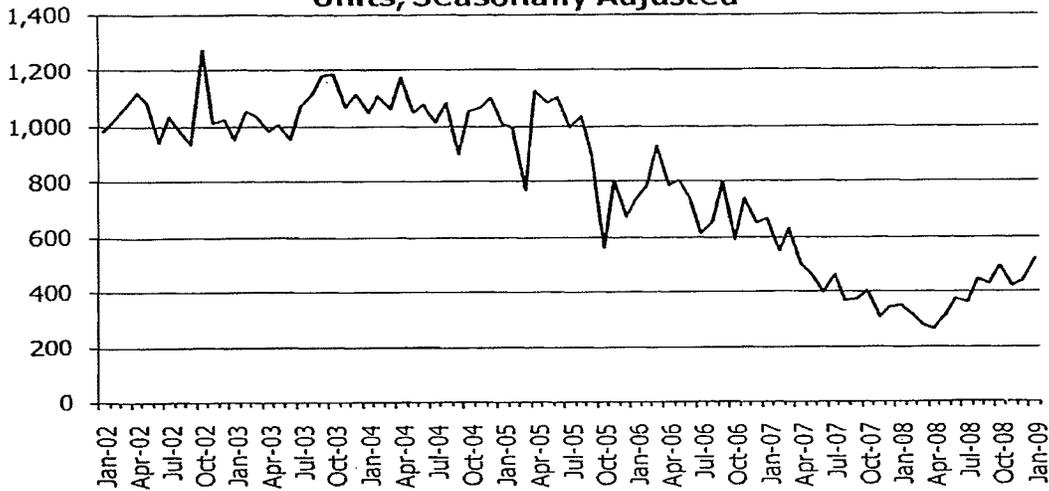
2) Overbuilding, Speculative Buying, and the Collapse of Existing Home Sales

What happens in North Miami Beach is heavily influenced by the combination of local conditions and the Miami-Dade housing market. Within the Miami-Dade market, the county reported that during the period from 2004 – 2007, there were 80,055 new housing units built, or approximately 20,000 units per year. During that same time period the number of vacant units rose by 32,629.

The large number of new vacancies is an indicator that housing units were not being purchased for either primary or secondary residential occupancy by homeowners, but were instead purchased on speculation that they would bring a substantial return on a highly leveraged mortgage in an investment that has since become illiquid. The gross vacancy rate in the Miami-Dade housing market rose from 10.7% in 2002 to 14.2% in 2007, a 47% increase in five years.

The market for existing single family homes in Miami-Dade County flattened in 2002 through first two quarters of 2005 then, it collapsed. The market trend in sales of existing single family homes in the Miami-Dade County market, of which North Miami Beach is a part, is shown in the following graph:

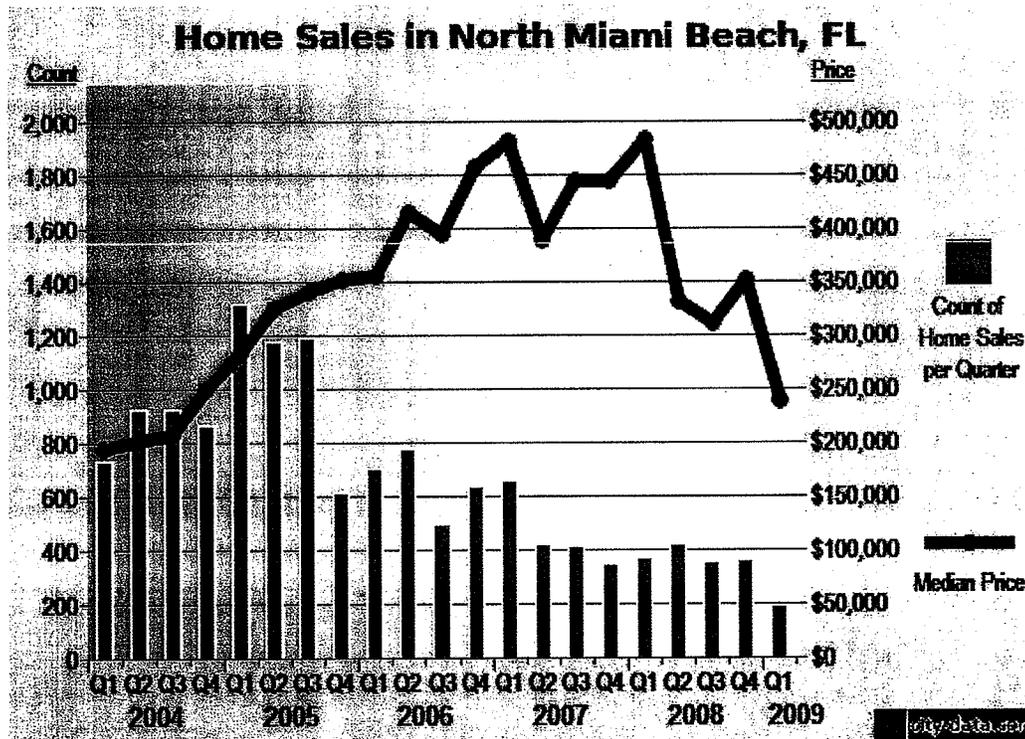
### Miami-Dade Existing Single Family Home Sales Units, Seasonally Adjusted



Like the rest of the Miami-Dade County region, sales of existing homes in North Miami Beach peaked and declined in response to the combination of speculative buying followed by the collapse of the mortgage market.

Likewise, sales of existing single family homes in North Miami Beach declined following an explosion in the price of homes in the city. Below is a table showing the change in the value of the average home in the City of North Miami Beach from 2004 to 2009.

INSERT TABLE OF NMB AVG HOME VALUATION 2004-2009\*



\*Source: city-data.com

These market conditions mean that the probability of moving a vacant or abandoned foreclosed-upon home into the hands of a new buyer is low. This is true even though the National Association of Realtors reports the sale of distressed and foreclosed-upon properties account for as much as 50% of home sales nationally. The reason that it is difficult to move foreclosed-upon homes in spite of the trend that a large proportion of buyers are obtaining them is simple, there are still fewer purchases of homes than there were even in 2002 before the market peak. A large proportion of a relatively small number of buyers is not producing the market effect required to remove the excess inventory of housing.

The market for multi-family homes in the Miami-Dade County and North Miami Beach area has suffered even greater impacts from the mortgage crisis than the impacts felt in the single-family market. According to an article in Florida Trend, a statewide business magazine, developers in downtown Miami closed 72% fewer condominium sales in the fourth quarter of 2008 than the closed in the preceding quarter. The condominium market is so overbuilt that expensive high-rise cranes stand over abandoned condominium construction projects in many parts of the Miami-Dade County area. In North Miami Beach, anecdotal reports of large numbers of vacancies and large percentages of rentals may be occurring in some condominium properties.

## 2) Income and Cost Burden

In the City of North Miami Beach, the Shimberg Center for Affordable Housing, the state's official housing data source, estimated that in North Miami Beach approximately 2,607 renter households were cost burdened in 2000. That is, they are paying thirty percent (30%) or more of their income on housing costs. The estimates are shown in the following table:

### COST BURDEN, RENTER HOUSEHOLDS NORTH MIAMI BEACH, 2000\*

Under 20%	20%-24%	25%-29%	30%-34%	35 or More%	Not Computed	Total Cost Burden 30% or More
1115	621	560	358	2249	398	2607

\*Source: Shimberg Center for Affordable Housing

New home sales in North Miami Beach were at prices not consistent with the purchasing ability of most households in the city. The F.I.U. Metropolitan Center analyzed data from a variety of sources with the following results for North Miami Beach:

2007 Median Household Income	Affordable Home Price at Median H/H Income	Median Selling Price, 2007	Number of Home Sales in 2007	Affordability Gap at Median H/H Income
\$37,780	108,611	\$285,000	133	\$176,389

Sources: FIU 2008 Analysis of data from: MLS 2007; Miami-Dade Property Appraiser's Office, 2007; Weekly Mortgage Data, 2007; Bankrate.com; HUD User 2007.

This gap between affordability of housing and the median income of potential home buyers in the City of North Miami Beach illustrates the influence of speculation in the housing market on the purchasing ability of those who are seeking home ownership for the purpose of residency as opposed to profitable investment. The tightening of the mortgage market continues to make home purchases difficult, if not impossible, for the average buyer, and maintains the vacant excess housing inventory on the market.

The data indicates that some form of market intervention would assist in making housing available to low and moderate income populations at affordable prices, and that there is an abundant inventory of excess foreclosed-upon units in the City of North Miami Beach that can be used to meet this national objective.

3. How Many Units Are Available

Data on units in foreclosure proceedings in North Miami Beach on May 12, 2009 are as follows:

Stage of Foreclosure Process:	Number of Dwellings:
Auction:	216
Pre-Foreclosure	591
Real Estate Owned	191

The foreclosure activity within the boundaries of each Target Area Census Tract within the city is described within the following set of tables:

**CENSUS TRACT 1.06 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**

LAND USE	FORECLOSURE STAGE INDICATOR			Grand Total
	AUCTION	PRE-FORECLOSURE	REO	
COMMERCIAL CONDOMINIUM	0	1	0	1
CONDOMINIUM	40	171	44	255
SFR	6	14	2	22
TOWNHOUSE/ROWHOUSE	0	3	0	3
VACANT LAND (NEC)	1	2	0	3
Grand Total	47	191	46	284

**CENSUS TRACT 1.14 HAS NO PROPERTIES LOCATED WITHIN CITY BOUNDARIES**

**CENSUS TRACT 2.01 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**

LAND USE	FORECLOSURE STAGE INDICATOR			Grand Total
	AUCTION	PRE-FORECLOSURE	REO	
APARTMENT	2	7	1	10
CONDOMINIUM	18	56	15	89
COOPERATIVE	1	0	0	1
DUPLEX	1	2	0	3
SFR	2	26	7	35
TOWNHOUSE/ROWHOUSE	0	1	0	1
Grand Total	24	92	23	139

**CENSUS TRACT 2.02 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**

LAND USE	FORECLOSURE STAGE INDICATOR			Grand Total
	AUCTION	PRE-FORECLOSURE	REO	
CONDOMINIUM	2	7	3	12
SFR	16	48	9	73
Grand Total	18	55	12	85

**CENSUS TRACT 2.03 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**  
**FORECLOSURE STAGE INDICATOR**

LAND USE	AUCTION	PRE-FORECLOSURE	REO	Grand Total
COMMERCIAL BUILDING	1	0	0	1
CONDOMINIUM	20	54	19	93
OFFICE BUILDING	0	0	1	1
SFR	7	14	5	26
Grand Total	28	68	25	121

**CENSUS TRACT 2.04 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**  
**FORECLOSURE STAGE INDICATOR**

LAND USE	AUCTION	PRE-FORECLOSURE	REO	Grand Total
DUPLEX	1	5	1	7
SFR	30	41	17	88
Grand Total	31	46	18	95

**CENSUS TRACT 2.05 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**  
**FORECLOSURE STAGE INDICATOR**

LAND USE	AUCTION	PRE-FORECLOSURE	REO	Grand Total
SFR	19	48	27	94
Grand Total	19	48	27	94

**CENSUS TRACT 2.06 ANALYSIS OF FORECLOSURE STAGE INDICATOR BY LAND USE**  
**FORECLOSURE STAGE INDICATOR**

LAND USE	AUCTION	PRE-FORECLOSURE	REO	Grand Total
APARTMENT	1	2	1	4
CONDOMINIUM	2	7	2	11
DUPLEX	1	4	2	7
SFR	29	61	22	112
VACANT LAND (NEC)	0	1	3	4
Grand Total	33	75	30	138

As of May 2009, there were 191 Real Estate Owned residential properties available on the market as the result of foreclosures in the City of North Miami Beach, according to the data published by the Miami-Dade County Clerk of the Court. Of these 191 Real Estate Owned dwelling units, 92 are single family or duplex dwellings, and an unknown number are townhouses.

There are enough Real Estate Owned units resulting from foreclosures, and a significant historical supply, to expend a \$12 million federal grant citywide on only the residential real estate owned properties reported by the Clerk of the Court as of May 2009. However, the city proposes to focus the expenditure of federal funds into those areas of the city where need is greatest, in areas where federal funds can be leveraged, and where there is a greater success of long-term beneficial impacts on the neighborhood.

The estimated number of Real Estate Owned Properties in North Miami Beach from 2009 through 20012 is estimated as a percentage of the Miami-Dade County Projections as follows:

Real Estate Owned Properties in

Year	Miami-Dade County	North Miami Beach
2009:	12,571	458
2010:	7,543	274
2011:	3,017	110
2012:	1,509	55

4) Activities Most Likely to Stabilize the Target Neighborhoods

The City of North Miami Beach proposes to use federal NSP2 funds to have an immediate impact on the target neighborhoods, but also to create program income that will provide long-term benefits after the initial federal funding is expended. In this way, a relatively small investment can secure magnified benefits that meet the long-term NSP2 Program objectives of increased residential sales in the target neighborhoods and increased median market values in the target neighborhoods.

The total amount of NSP2 funding requested by the City of North Miami Beach is \$11,500,000. This amount is necessary in order to insure that there are sufficient funds available to assist low and moderate income buyers acquire at least 100 foreclosed-upon and vacant dwellings in the city, after acquisition, rehabilitation and energy savings costs are considered in the program.

The City of North Miami Beach proposes to form a consortium with a private nonprofit developer that has received federal funds to rehabilitate housing, S.T.E.P.S. in the Right Direction, Inc., and to partner with Community Development Corporation subrecipients to create the following NSP2 activities:

a. **Soft Second Mortgage Financing** – This activity will provide assistance to persons and families below 120% Annual Median Income for the purchase and repair or rehabilitation and improved energy efficiency of foreclosed property. These purchases will assist in restoring stability within the target neighborhoods by cleaning up abandoned property and increasing the percentage of home ownership. The minimum funding level for this program needed to finance \$70,000 average cost per home for 100 homes is \$7,000,000

b. **Acquisition and Rehabilitation of Single Family Homes** – This activity will create a few construction jobs, but it will more importantly eliminate vacant homes in significant disrepair, and make them available to low/moderate income owners. The average cost per dwelling unit is estimated at \$200,000, in order to meet Florida Building Code, LEED, and NSP2 alternative energy sources requirements. The number of units to receive assistance will be equal to at least twenty-five percent (25%) of the NSP2 grant. All of these units will be made available to very low income households in accordance with Federal Community Development Block Grant Program standards. The program is expected to provide funding to an estimated 13 dwelling units. There will be \$2,600,000 of NSP2 funds set aside for this program.

c. **Demolition** – This activity will be funded only as necessary to remove foreclosed vacant properties that are so severely damaged, or for which upgrades may be so costly, that demolition and replacement is less costly than rehabilitation and energy conservation measures that would meet Florida Building Code hurricane resistant construction standards. No more than 8% of total NSP2 funds will be used for this purpose. The funds used for this purpose will come from the Acquisition and Rehabilitation of Single Family Homes Program, because that program will also use City of North Miami Beach Community Redevelopment Area funds to pay for acquisition and demolition costs for assistance delivered in the North Miami Beach

Community Redevelopment Area. Therefore, the target funding amount can be devoted to very low income families for the estimated number of households to receive assistance.

d. **Energy Conservation** – This activity will provide energy efficiency improvements to LEEDS or NAHB standards to reduce electric bills and improve the affordability and sustainability of home ownership. The city will work with its staff, through sub-recipients, and with Florida Power and Light Company to perform energy audits of homes purchased using NSP2 funds, and to make the necessary improvements in energy efficiency. The city will seek to use bulk purchasing of energy efficient devices to reduce costs with the assistance of nonprofit organizations like 1COG.com. This activity will be funded at an estimated average cost of \$30,000 per unit for twenty-five dwelling units, including all dwelling units funded by the city's NSP2 Acquisition and Rehabilitation of Single Family Homes Program. The total cost of this program will be \$750,000.

e. **Administration** – This activity will be funded by no more than ten percent (10%) of total NSP2 awarded funds. It will pay the costs of program administration by the city. The estimated maximum cost of this program is \$1,150,000. Only actual administrative costs associated with the program will be billed to the program. The city will audit the program and take measures to conserve administrative costs in order to make more funds available for other program activities.

## FACTOR 2: DEMONSTRATED CAPACITY

### a. Past Experience

#### 1) City of North Miami Beach

The City of North Miami Beach has a modest program to correct some property code violations called HAMR, Homeowner Assistance for Maintenance and Repair. The HAMR program removes debris from yards, repairs fences, sods yards, mows and trims yards, removes illegal and dilapidated accessory structures from residential properties, fixes broken windows and external doors, and paints the exterior of houses.

The city is not a CDBG entitlement community. The city is not eligible for small city CDBG funding from the State of Florida, because the state program is primarily aimed at rural areas, and the city is not on the state's list of eligible recipients. No Community Development Corporations (CDC) are working in or with the City of North Miami Beach. The NSP2 Program created the opportunity for the city to make initial contacts with several large CDCs, and engage in a dialogue that is expected to lead to some CDC housing activity in, and possibly with, the city.

Therefore, due to the structure of federal and state funding opportunities, a lack of CDC activity, and a limited budget, City of North Miami Beach housing program functions have been confined for the last ten years to small programs like the HAMR Program and to the enforcement of city property maintenance codes and the Florida Building Code.

However, the City of North Miami Beach has well qualified staff and a consortium partner with the necessary management capabilities and accomplishments to meet the HUD program requirements.

#### 2) S.T.E.P.S. In The Right Direction, Inc.

S.T.E.P.S. In The Right Direction, Inc. is a private non-profit developer that has rehabilitated approximately 200 residences in the last three years. S.T.E.P.S. In The Right Direction is expected to become a State Certified Building Contractor prior to the award of the NSP2 funds. As a state licensed non-profit contractor, S.T.E.P.S. In The Right Direction, Inc. can provide residential repair, rehabilitation, reconstruction, demolition, and energy retrofitting services at costs less than private for-profit contractors. They provide the Consortium with the necessary residential

rehabilitation experience. They rehabilitated, reconstructed, or repaired 278 dwelling units during the period from May 4, 2007 to May 4, 2009, with state and federal funds. Details of STEPS work is included in Section C, Forms, NSP2 NONPROFIT ORGANIZATION QUALIFICATION.

b. Management Structure:

The City of North Miami Beach is the lead applicant for the North Miami Beach NSP2 Consortium. The Director of Community Development and Planning will be the program manager for the city. He created and staffed the Community Development Block Grant program for the entitlement city of Deltona, Florida. Under his direction, that program provided low and no interest forgivable loans for low and moderate income persons and families who were first time homebuyers. The program also provided weatherization and rehabilitation assistance to existing low and moderate income homeowners. He managed and directed the program for nine years. Before starting the program in Deltona, he managed and directed the program and staff for the Small Cities CDBG Program in Jackson County, Florida, which also provided rehabilitation and repair assistance to low and moderate income home owners. He will be assisted by the staff of the Community Development Department.

The City of North Miami Beach Community Redevelopment Area Manager will co-manage the acquisition, rehabilitation, and purchase assistance within the city's designated Community Redevelopment Area, which has forty (40) properties in foreclosure. He has approximately ten (10) years of experience with the Opa Locka Community Development Corporation, one of the oldest and most successful providers of housing programs to low and moderate income families in Miami-Dade County.

The city's partner, S.T.E.P.S. In The Right Direction, Inc. (S.T.E.P.S.) will provide general public information services, housing repair and rehabilitation, demolition, and reconstruction services. S.T.E.P.S. has significant experience rebuilding and rehabilitating hurricane damaged dwellings using public dollars. S.T.E.P.S. is becoming a licensed Florida Contractor. As a nonprofit contractor, S.T.E.P.S. can provide considerable cost savings to the NSP2 program.

The city will contract a portion of the work to Community Development Corporations that serve the North Miami-Dade County area in an effort to establish cooperative arrangements with them to build their permanent presence as a housing services provider to low and moderate income residents of North Miami Beach. The city will develop their contracts, and pass through the federal funds to them. They will operate as subrecipients.

The City of North Miami Beach Finance Department will monitor the program finances, and ensure financial accountability of the program funds. Program income will be placed in a trust account to be reused by the program in the target neighborhoods.

**FACTOR 3: Soundness of Approach (45 pts)**

a. Proposed Activities (15 pts)

1) Soft Second Mortgage Financing

This activity will provide assistance to persons and families below 120% Annual Median Income for the purchase and repair or rehabilitation and improved energy efficiency of foreclosed property. The city and its consortium partner, S.T.E.P.S In the Right Direction, Inc. will advertise the program and educate low and moderate income residents to assist them in understanding and access the program. The city will solicit Community Development Corporations to become subrecipients to assist the city in homebuyer counseling and prequalification of potential low and moderate income home buyers. The City of North Miami Beach will

provide low interest loans to moderate income buyers, with deferred payments, to assist with the cost of repairs and rehabilitation, down payments and closing costs. Low income buyers will receive down payment and closing cost assistance no interest, partially forgivable 20-year loans with repayment due at the time properties are sold and no penalty for early payment, and provisions for refinancing at the end of 20-years. Low income buyers loan forgiveness terms will provide a schedule to forgive up to twenty percent (20%) of the loan amount each year they occupy the home for up to ten years. Very low income buyers will receive closing cost grants, and no interest loans that are reduced until they are entirely forgiven each year they continue to occupy the home for a period of up to ten years. Rehabilitation of vacant foreclosed-upon homes for low income buyers will be performed following closing no expense to the buyers in accordance with a rehabilitation/repair schedule published by the City of North Miami beach and S.T.E.P.S. or their subrecipients following an inspection of the home. The home inspection will be conducted prior to closing. Estimated average assistance per applicant, \$70,000.

## 2) Acquisition and Rehabilitation of Single Family Homes

Minimum Allocation of Federal Funds: 25%. This program will be aimed at acquiring and rehabilitating foreclosed-upon homes for the express purpose of reselling them to low and moderate income persons and families. The first 25% of federal funds used in this program will be directed exclusively to the purchase and rehabilitation of homes for resale to low income buyers. The sales will be eligible for grant and second mortgage assistance from the consortium's soft loan program. Area Community Development Corporations will be subrecipients assisting in homebuyer education, financial counseling, and prequalifying potential buyers with lending institutions. Estimated average cost per dwelling unit, \$200,000 including purchase, rehabilitation, energy efficiency improvements, and alternative energy sources upgrades.

## 3) Demolition:

Maximum Allocation of Federal Funds: 8%. This program will be used only to demolish residential units that are determined after an assessment by program staff to be less expensive to demolish and rebuild than to repair, rehabilitate, and retrofit to program energy efficiency standards.

### North Miami Beach NSP2 Anti-Displacement and Relocation Plan:

North Miami Beach will acquire property using NSP2 funds through voluntary acquisitions in accordance with 49 CFR 24.101(b)(1)-(5). Only vacant property will be acquired or funded for acquisition through the provision of closing cost and down payment assistance. Displaced persons who apply for assistance will be given priority after they are qualified as eligible through a participating Community Development Corporation. No city NSP2 activities will result in the displacement of any residents, since only vacant dwelling units will receive assistance. An inspection of each unit and the associated foreclosure records will verify that it is vacant before assistance is offered to demolish or purchase the unit.

The city will only provide NSP2 program funding assistance to properties for which the initial successor in interest who provided *bona fide* tenants notice and other protections required in the American Reinvestment and Recovery Act of 2009 (PL 111-005).

The NSP2 program in North Miami Beach will provide a one-for-one replacement of any dwelling units that are modified or demolished. Only single family and two family units will be demolished and replaced. Townhouses and any eligible condominium units assisted by the program will not be demolished, but will be repaired or rehabilitated in accordance with NSP2 program requirements for continued use as residences.

No public housing units will be acquired or demolished.

#### 4) Energy Conservation

The program will use the LEEDS energy efficiency standards to ensure residences are rehabilitated and retrofitted to achieve maximum energy conservation. This program will include public education, and the addition of alternative energy sources, such as solar or wind energy devices, to improve the long term sustainability of home ownership, and hurricane survivability, for low and very low income buyers. The energy assessment resulting improvements will be part of every repair, rehabilitation and new construction project funded by the program. The retrofit of alternative energy devices for dwellings purchased by low and very low income buyers will be performed for single family dwellings, and for those duplex and townhouse dwellings where it is both practical and not prohibited by a homeowners or condominium association. Typical cost for installation of alternative energy devices: \$35,000 per dwelling assisted.

##### b. Project Completion Schedule (5 pts)

The acquisition and rehabilitation of homes for resale to low and very low income buyers will consume 25% of program funds, and will be completed within the first two years of the North Miami Beach NSP2 Program. At least another 25% of funds will be spent within the first two years for homebuyer counseling, consumer education, and soft mortgage assistance to eligible buyers. The remaining funds will be spent on property acquisitions, rehabilitation, and soft mortgage assistance by the end of the third year of the program.

##### c. Income Targeting (5 pts)

Individuals will be required to qualify for assistance through a Community Development Corporation subrecipient. The Community Development Corporations will provide the city lists of qualified very low, low, and moderate income homebuyers in accordance with HUD Community Development Block Grant Program (CDBG) criteria. No one will be given assistance who has not been screened to meet Federal income criteria, and who has not received homebuyer education or counseling in accordance with Federal CDBG requirements. The percentage allocation of funds will be monitored by the city to ensure that the minimum requirements of the Notice of Funding Availability for assistance to very low, low, and moderate income households are met.

##### d. Continued Affordability (5 pts)

The City of North Miami Beach NSP2 program will ensure continued affordability in the following ways:

1. Very low income households will be eligible for closing cost assistance in the form of a grant.
2. Very low income households will be able to purchase a foreclosed-upon single family home that was first purchased by the city, then rehabilitated and fitted with energy saving devices and alternative energy sources (solar and/or wind) at a cost that equals 30% of their annual income after considering estimated taxes and utility expenses. The mortgage to be provided by the city will be non-interest bearing, payments will be based on a thirty year term, and the remaining principal will be reduced at each twelve month anniversary date that they continue to own and occupy the residence by an amount that will cause the mortgage to be paid up in ten years.
3. Low income households will receive down payment and closing cost assistance in an amount that is expected to average \$70,000 for the purchase and rehabilitation of single family homes, townhouses, and those condominium units located in qualifying buildings and condominium associations. This amount will include improvements in energy efficiency based on the results of an energy audit of each assisted unit, and may also include the provision of alternative wind or solar energy sources. The principal amount of these loans will be partially reduced each anniversary date of the loan as long as the buyers remain in the assisted units.

4. Moderate income buyers will be assisted in purchasing foreclosed upon dwelling units with low interest loans covering down payments, closing costs, repairs, and energy upgrades.
5. Units will be inspected and upgraded to US Green Building Council, Leadership in Energy and Environmental Design LEED standards. Electrical consumption will be reduced by the installation of energy efficient appliances where appliance replacement results in reduced energy consumption.
6. Units will be inspected and all repairs and upgrades will meet Florida Building Code requirements. Older units will be eligible for wind resistant construction upgrades to improve their ability to withstand hurricanes. All energy upgrades involving replacement of doors, windows, and roofs will meet Florida Building Code wind resistant standards for hurricane force winds. All health and sanitation repairs will be completed. This will ensure the long term financial viability of the dwelling units against needs for major repairs resulting from failure of the building structure or other building components, the effects of increased energy costs, and repairs resulting from windstorm damage.
7. Federal investment through NSP2 will be leveraged with some funding for acquisition and, if necessary, demolition of vacant foreclosed-upon dwellings in the North Miami Beach Community Redevelopment Area. Federal investment will be used to stimulate a long-term relationship with area Community Development Corporations which are not operating in North Miami Beach at the present time. The NSP2 program in North Miami Beach will be designed to generate a modest amount of program income, which will be reinvested in the city's target areas to expand home ownership of foreclosed upon dwelling units by low and moderate income households.
8. Mortgages funded with NSP2 funds will include terms and associated deed restrictions that will insure long-term occupancy of the foreclosed-upon dwellings that are purchased. These terms will provide financial incentives by including a forgiveness formula for low income buyers, and associated deed restrictions that limit resale of the homes for ten years or the life of the NSP2-funded mortgages, whichever is greater, to households that are below 120% of the city's annual median household income.

e. Consultation, Outreach, Communications (5 pts)

Homebuyer education will be conducted by the North Miami Beach Consortium through S.T.E.P.S. In The Right Direction, Inc. (STEPS). STEPS has provided educational programs to more than 100 persons from May 4, 2007 to May 4, 2009. STEPS will be assisted by the Community Development Corporations (CDC) that become subrecipients under the North Miami Beach NSP2 grant program. The CDC partners and subrecipients will also provide homebuyer counseling and prequalification services for the Soft Loan program. The city will advertise the program in its libraries, at its recreational and daycare facilities, and on its website. The city will also partner with local religious and community organizations to get the program information out to their members and neighborhoods.

f. Performance and Monitoring (10 pts)

Compliance with federal requirements will be insured by the North Miami Beach Department of Community Development, which will be the lead agency in the administration of the grant. Compliance with government accounting standards and financial management practices will be monitored by the North Miami Beach Finance Department. Expenditures in the Community Redevelopment Area (CRA) will be monitored for compliance with federal and CRA requirements by the North Miami Beach Community Redevelopment Coordinator.

The City of North Miami Beach and its Consortium prepared the plan with the federally required citizen participation outlined in the Notice of Funding Availability for NSP2. The application was published in a newspaper of general

circulation. The application was also posted on the City of North Miami Beach website. The City advertising notified citizens of the proposed NSP2 program application and invited them to comment on the proposed activities. In addition, on July 7, 2009, the Mayor and City Council heard public comments at a meeting for which the agenda item was duly advertised for that purpose. All comments received as a result of this citizens' participation process are included in Appendix E.6. to this application. In the event the plan changes and new activities are funded, the City of North Miami Beach will ensure that the public is aware of the proposed changes, and allow a time to comment that meets or exceeds minimum federal requirements. Citizen complaints will receive a response within ten days of the date of each complaint.

### Determining Compliance With National Objectives

The NSP2 Program has several objectives as described in the Notice of Funding Availability. The national objectives of the Community Development Block Grant Program, and the particular objectives of the NSP2 Program. The City of North Miami Beach will monitor the program to determine compliance with these objectives.

#### a) National CDBG Objectives, Monitoring for Compliance:

##### 1-Benefit to Low and Moderate Income Households.

The City of North Miami Beach will deliver all housing and soft mortgages receiving grant program funds to low and moderate income persons. The city will measure the percentage of funds spent to benefit low and very low income persons as a percentage of total funds expended to ensure compliance with NSP2 Program federal standards. No more than ten percent (10%) of NSP2 program funds will be permitted to be used toward program administration expenses.

##### 2-Prevention or Elimination of Slums or Blight:

The City of North Miami Beach will ensure that funds are used to prevent blighted neighborhoods by channeling funds to the acquisition, repair, and reuse of vacant foreclosed-upon dwellings.

##### 3-Urgent Need

That there is an urgent need to get foreclosed upon homes occupied and off of the market is already federally recognized by the creation of the NSP2 program. The Miami-Dade metropolitan area, within which North Miami Beach is located, was identified in one analysis published by the Federal Reserve Board as one of the metropolitan regions hardest hit by foreclosures. The entire City of North Miami Beach is in Census Tracts identified by HUD as eligible for NSP2 assistance. The city is focusing the use of NSP2 funds to those portions of the city that show the highest need, and that can most likely meet national objectives for neighborhood stabilization with the initial input of NSP2 funds.

#### b) NSP2 Program Objectives, Monitoring for Compliance:

##### 1-To foster the undertaking of housing and community development activities in a coordinated and mutually supportive manner by Federal agencies and programs, as well as by communities:

The City of North Miami Beach is the hole in the doughnut of federal housing program funding in metropolitan Miami-Dade County. The city is not receiving, and has not for years received, any federal housing funds. The city is not served, and has not been served for years, by a Community Development Corporation or Public Housing Authority that receives federal funds. The NSP2 program with the city's cooperative approach to form a consortium and invite private non-profit subrecipients to

participate in funding, will foster the undertaking of housing and community development activities in the City of North Miami Beach, and will begin a mutually supportive effort between the city government, federal agencies, and area non-profit housing delivery organizations.

2-A more rational use of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers:

The City of North Miami Beach has already completed the first stage of an urban design planning process that provides design objectives and buffers between intense land uses in the Community Redevelopment Area and existing residential areas. Since the city is surrounded by other cities within a metropolitan region, and land is mostly developed in and around the city, urban sprawl is less of an issue than proper design, efficiency and environmental and social responsibility of future development and service delivery. The NSP2 grant application helps address the issue of arresting decline in existing residential areas.

3-The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources of supply.

The City of North Miami Beach NSP2 grant application includes an identifiable program entitled Energy Conservation. This program includes an energy audit of acquired and financed dwellings, and the installation of those improvements necessary to meet LEEDS standards for energy efficiency. The program also provides for potential bulk acquisition of alternative energy sources, such as solar panels and wind energy devices, for installation in dwellings to reduce long term use of scarce energy resources and to maintain affordability by reducing energy costs.

c) NSP2 Short Term Outcomes, Monitoring for Compliance:

1-Arrest decline in home values based on average sales price in targeted neighborhoods:

This program outcome will be monitored by obtaining trends in sales prices for homes in target neighborhoods. Changes in the rate of decline in sales prices for comparable homes in target neighborhoods will be documented, and statistical analysis will be used to determine the factors contributing to change. The program funds and income will be target to areas and expenditures that are or continue to be effective in improving the value of area housing.

2-Reduction or elimination of vacant and abandoned residential property in targeted neighborhoods:

Upon receipt of a notification that funds will be awarded, the City of North Miami Beach will conduct a review of property and real estate data, and a windshield survey, to determine which and how many dwelling units in the targeted neighborhoods are vacant and abandoned. The program will target acquisition of these units with the minimum 25% of federal funds allocated for acquisition and rehabilitation. The effect on the reduction of the inventory of vacant and abandoned units will be documented.

d) NSP2 Long Term Outcomes, Monitoring for Compliance:

1-Increased sales of residential properties in the targeted neighborhoods:

The City of North Miami Beach will monitor changes in the trend of residential sales in the targeted neighborhoods, and will document the sales accomplished with the use of program funds. Activities

that promote positive changes in sales trends will be emphasized and continued with program income after the grant period.

2- Increased median market values of real estate in targeted neighborhoods:

The City of North Miami Beach will monitor changes in market values annually reported by the Miami-Dade County Property Appraiser in North Miami Beach. The changes in trends following program activities will be documented.

Environmental Review Process:

Depending on the activities funded under the program, projects will be determined to be “exempt”, “categorically excluded”, or subject to a full Format II environmental review pursuant to 24CFR Part 58. An environmental review record will be documented for each project.

Procurement:

The City of North Miami Beach will ensure that all procurement conducted will be consistent and compliant with 24CFR 85.36, in addition to applicable statutory state and/or local procurement regulations.

Labor Standards:

For program activities subject to the Davis-Bacon Act, the City of North Miami Beach will monitor compliance by reviewing construction contracts; reviewing contractors’ payrolls; and conducting on-site interviews with employees, and comparing interview results with payroll reports. Wage decisions will be posted for public information.

Civil Rights (Fair Housing, Equal Opportunity, and Section 3)

The Fair Housing and Equal Opportunity logos and standard language will be placed on any publication for which federal funding is used.

The City of North Miami Beach will insure that issues related to civil rights are communicated to responsible city officials for resolution, and as required to the US Department of Housing and Urban Development. Should a complaint arise, it will be referred to the proper parties for action.

Financial Management:

The City of North Miami Beach has the proper accounting systems in place to maintain financial integrity and accountability. Financial management will be under the control of the City Finance Department.

**FACTOR 4: LEVERAGING FUNDS, INTEGRATION WITH OTHER FEDERAL PROGRAMS OR OBJECTIVES; OR REMOVAL OF NEGATIVE EFFECTS:**

The City of North Miami Beach will use Community Redevelopment Area funds to acquire and, if necessary, demolish vacant and foreclosed-upon homes within the city’s designated Community Redevelopment Area (CRA).

The city’s Consortium partners, S.T.E.P.S. In The Right Direction, Inc. (STEPS) is a nonprofit organization that is obtaining a license as a Florida Certified General Contractor. It is anticipated that STEPS will be able to provide redevelopment, repair, and demolition services at costs well below those of for-profit contractors. It is anticipated that

this consortium relationship with a not for profit builder will allow assistance to be granted to a larger number of households and dwelling units than would be possible using for profit builders.

The City of North Miami Beach will seek out a housing mortgage lending consortium to partner with the city in long-term efforts to acquire and repair foreclosed-upon dwellings. The lending consortium will be able to offer favorable terms to low and moderate income households, making possible a continued program in the target area following the expenditure of federal funds.

The removal of the negative effects of at least one hundred dwelling units will remove over half of the current inventory of Real Estate Owned units in the target areas in North Miami Beach. The result will be a significant improvement that will meet the NSP2 objectives of targeted neighborhood-level funding with enough impact to make a major contribution to the stabilization of the city's neighborhoods.

**FACTOR 5: ENERGY EFFICIENCY AND SUSTAINABLE DEVELOPMENT:**

Any homes that are demolished and replaced in the City of North Miami Beach NSP2 program will be replaced with newly constructed, LEED Certified homes. In addition, this application sets aside \$750,000 to be used for the purpose of adding alternative energy sources to acquired and/or rehabilitated or repaired homes. The alternative energy sources may include solar or wind energy devices. The concept of this program includes partnership with a nonprofit alternative energy buyers club, such as 1COG.com to establish a long-term program in the city, and to reduce the cost of acquisition and installation of alternative energy sources for the program.

**FACTOR 6: NEIGHBORHOOD TRANSFORMATION AND ECONOMIC OPPORTUNITY:**

At the present time, the City of North Miami Beach has 175 Real Estate Owned foreclosed-upon single family, duplex and condominium units in its target area, with an additional 562 units in some stage of preforeclosure proceedings. Of the units now Real Estate Owned, 92 are single family homes or duplexes, and the rest are condominiums. The condominium units in foreclosure include attached single family townhomes that are likely to meet North Miami Beach proposed standards for funding of condominium dwelling units.

The acquisition and rehabilitation or repair of 113 dwelling units, as proposed in the City of North Miami Beach NSP2 application, would eliminate over half of the existing supply of Real Estate Owned units from the city's market.

In addition, seed funding would be provided for future assistance in neighborhood stabilization through activities conducted by Community Development Corporations, S.T.E.P.S. In The Right Direction, Inc., Habitat for Humanity and other nonprofit housing delivery organizations. Program income would provide continued participation by the city and private market lenders (some of them working through a lending consortium brought into the City of North Miami Beach by the NSP2 program). This continued activity would mark the beginning of housing delivery services to address foreclosure issues and the delivery of housing to low and moderate income families in North Miami Beach.

It is clear that the North Miami Beach proposed NSP2 program would deliver significant benefits to a well-defined target geography. The elimination of over half of the current inventory of Real Estate Owned foreclosed upon dwellings would necessarily contribute to the stabilization of values and the arrest of decline in the target area neighborhoods.

**SECTION C: FORMS**

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input checked="" type="checkbox"/> <b>Construction</b> <input type="checkbox"/> <b>Non-Construction</b>		<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b> July 7, 2009	Applicant Identifier	
		<b>3. DATE RECEIVED BY STATE</b>		State Application Identifier	
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		Federal Identifier	
<b>5. APPLICANT INFORMATION</b>					
Legal Name: City of North Miami Beach, Florida			Organizational Unit: Department: Department of Community Development		
Organizational DUNS: 07131951			Division:		
Address: Street: 17011 NE 19th Avenue			Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: 305      First Name: Robert		
City: North Miami Beach			Middle Name Gordon		
County: Miami-Dade			Last Name Nix		
State: Florida		Zip Code 33162	Suffix: Jr.		
Country: United States			Email: Robert.Nix@citynmb.com		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 59-6000389			Phone Number (give area code) 305-948-2917		Fax Number (give area code) 305-957-3531
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)  Other (specify) <input type="checkbox"/> <input type="checkbox"/>			<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) C. Municipal Other (specify)		
			<b>9. NAME OF FEDERAL AGENCY:</b> U. S. Department of Housing and Urban Development		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b>  TITLE (Name of Program): Labor Management Cooperation Program			<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Neighborhood Stabilization Program 2 acquisition of vacant foreclosed housing, repair and rehabilitation of same, installation of energy conservation devices and appliances, installation of alternative energy sources - solar or wind; and purchase assistance to very low, low, and moderate income buyers.		
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> City of North Miami Beach			<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant                      b. Project		
<b>13. PROPOSED PROJECT</b> Start Date: Sept. 15, 2009                      Ending Date: Sept. 15, 2012			<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b> a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON  DATE:  b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
<b>15. ESTIMATED FUNDING:</b>			<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
a. Federal	\$	11,150,000 <sup>00</sup>			
b. Applicant	\$	<sup>00</sup>			
c. State	\$	<sup>00</sup>			
d. Local	\$	100,000 <sup>00</sup>			
e. Other	\$	<sup>00</sup>			
f. Program Income	\$	30,000 <sup>00</sup>			
g. TOTAL	\$	11,280,000 <sup>00</sup>			
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>					
<b>a. Authorized Representative</b>					
Prefix Dr.		First Name Kelvin		Middle Name	
Last Name Baker		Suffix			
b. Title City Manager				c. Telephone Number (give area code) 305-948-2977	
d. Signature of Authorized Representative				e. Date Signed	

**C 2: NSP2 NONPROFIT ORGANIZATION QUALIFICATION**

**C 2 A: NARRATIVE DESCRIBING QUALIFICATIONS AS AN ELGIBILE APPLICANT**

**S.T.E.P.S. in the Right Direction, Inc**  
**1651 West 37 Street, Suite 406**  
**Hialeah, Florida 33012**  
**Telephone: (305) 231-9936**  
**Fax: (786) 621-3991**  
**Web: www.stepsflorida.org**

**CONTACT INFORMATION**

**Contact:** Michael Salem  
**Email:** michael@stepsflorida.org  
**Secondary:** Stan Besade, General Contractor  
info@stepsflorida.org

**EIN#:** 65-1067093  
**DUNS#:** 047843136

**ORGANIZATIONAL SUMMARY AND CAPACITY**

**Organizational Overview:** S.T.E.P.S. in the Right Direction Incorporated (S.T.E.P.S.), is a private, not-for-profit, tax-exempt, Florida Corporation, organized in November 2000 to operate exclusively for charitable and educational purposes, as described under the Internal Revenue Code 501(c) (3).

**Mission:** To provide life-long skills training, education, direct services and assistances to disadvantaged and underserved population groups promoting independence, self-reliance, and self sufficiency.

S.T.E.P.S. in the Right Direction, Inc helps strengthen the community by delivering the high quality evidence-based health and human services to seniors, individuals with disabilities and special needs, family caregivers, low-income families with children, and immigrants and refugees. Since its inception Under the leadership of its volunteer community-board, S.T.E.P.S. provides high quality cost effective services and support to the target individuals in both Miami-Dade and Monroe Counties through a variety of performance-based programs funded by Department of Elder Affairs, Alliance for Aging, Inc, Miami-Dade County, the Children's Trust, Health Foundation of South Florida and other outstanding funders and sponsors and has earned numerous recognitions and awards in the process. All programs, services, and efforts are led by qualified professionals, who may be bilingual members of the community we serve, and are linguistically and culturally sensitive to the target population groups.

Each year S.T.E.P.S. provides housing improvement, minor home repairs, and environmental modification services and assistance to over 120 homeowners in need through a variety of government programs and community partners, using selected pool of licensed and insured General Contractors. In late August 2005, S.T.E.P.S. was designated as Lead Mitigation Agency by the Alliance for Aging, Inc; to help lead the post disaster relief and recovery efforts in Miami-Dade and Monroe Counties, including housing improvements, home repairs, debris clean-up and removal, appliance purchasing and distribution, case management to over 180 homeowners in Miami-Dade and Monroe Counties. Within last two years alone, S.T.E.P.S. assisted and met the immediate and long-term housing improvement and environmental modification needs of over 270 seniors or disabled homeowners, so they can continue to stay within their home environment and their local communities. These seniors and families were assisted through funding provided by the Florida Department of Elder Affairs/Alliance for Aging Inc, Miami-Dade County; Miami Jewish Home and Hospital for the Aged; United Home Care Services; and other fine local partners. Today, S.T.E.P.S. in the Right Direction, Inc is in the final stages of review by the State Board of Licensing to earn the General Contractors License.

The following table illustrates the number of homes received housing improvement, environmental modification, and/or other home rehabilitation services provided or administered by S.T.E.P.S. in the Right Direction, Inc S.T.E.P.S. from May 2007 to May 2009:

<b>Program Project</b>	<b>Services</b>	<b>Work Description</b>	<b>Number of Homes</b>	<b>Area Zip codes</b>
Alliance for Aging, Inc	Housing Improvements Environmental	Roofing/re-roofing, roof repairs, drywalls, ceilings, and flooring repairs, structural repairs and improvements, new/existing	110	All zip codes within the

	Modification, homemaker, chore enhanced chore services, and home health care services	plumbing, electrical, mechanical work; hardening, build walk-in showers, door expansions, grab-bars and hand railing installations, new room and additions, furniture, bed and appliances purchasing, or other rehabilitations as necessary, heavy and routine clean-up and maintenance cleaning debris removal and disposal, yard maintenance, minor home repairs, etc.		jurisdiction of the City of North Miami Beach 33160, 33161, 33162, 33169, 33179, 33180, 33261
<b>Miami Jewish Home and Hospital for the Aged</b>	Housing Improvements, Environmental Modification, homemaker, chore enhanced chore services, and home health care services	Drywalls, ceilings, and flooring repairs; structural repairs/improvements, new/existing plumbing, electrical, mechanical work; hardening, build walk-in showers, door expansions, grab-bars and hand railing installations; new room and additions, furniture, bed and appliances purchasing; or other home rehabilitations, heavy and routine clean-up and maintenance cleaning debris removal and disposal, yard maintenance, minor home repairs, etc.	51	
<b>United Home Care Services, Inc</b>	Housing Improvements, Environmental Modification, homemaker, chore enhanced chore services, and home health care services	Drywalls, ceilings, and flooring repairs; plumbing, electrical, mechanical repair work; hardening, build complete walk-in showers, door expansions, grab-bars and hand railing installations, new room and additions, furniture, bed and appliances purchasing, or other home rehabilitations, heavy and routine clean-up and maintenance cleaning debris removal and disposal, yard maintenance, minor home repairs, etc.	44	
<b>Miami-Dade County</b>	Emergency Minor Home Repair	Up-keep of existing plumbing, electrical, mechanical work; hardening, door expansions, grab-bar installations, new rooms, or other home rehabilitation, heavy cleaning debris removal and disposal, etc.	47	
<b>Volunteer work</b>	Minor Home Repairs	Up-keep and improve minor plumbing, electrical, mechanical work; hardening, grab-bar installations, new room and additions, or other home rehabilitation, heavy cleaning debris removal and disposal, etc.	26	
<b>TOTAL</b>			<b>278</b>	

S.T.E.P.S. in the Right Direction, Inc has remained true to its mission by extending quality health and human services to its target population to further its purpose of existence. In addition to extending housing improvement, home rehabilitation/repair, environmental modification, home health care, and other services, S.T.E.P.S. has organized, coordinated or conducted numerous consumer education informative workshops seminars, and dialogues on radio and television program in English and Spanish languages inviting key professionals from real estate business, attorneys, financial institutions, government agencies to inform and educate homeowners on issues of immediate concern such as:

- Home ownership and options
- First-time home buyers and loan process
- Short sales, Foreclosures and your rights as a homeowner
- Are you a victim of scams and/or exploitation
- Emergency/disaster victims and government assistance
- Use of attorney in protecting your interest.

## **C 2 B: EVIDENCE OF NONPROFIT AND TAX EXEMPT STATUS**

1. Current Internal Revenue Service Ruling that S.T.E.P.S. In The Right Direction, Inc. is exempt from taxation under section 501(c) of the Internal Revenue Code of 1986:

Federal Tax ID number: 651067093

2. Nonprofit DUNS number: 047843136

3. Nonprofit Federal Central Contractor Registration CAGE/NCAGE number: Applied for.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 24 2005

Employer Identification Number:  
65-1067093

DLN:  
17053050795035

STEPS IN THE RIGHT DIRECTION  
INC  
1651 W 37 ST STE 406  
HIALEAH, FL 33012-2942

Contact Person:  
GREGORY K OLWINE ID# 31382  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated June 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

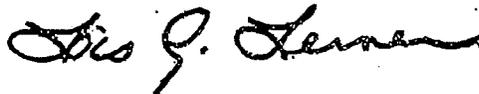
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)

**C3: CONSORTIUM AGREEMENT**

# CITY OF NORTH MIAMI BEACH NEIGHBORHOOD STABILIZATION CONSORTIUM AGREEMENT

**Between  
City of North Miami Beach, Florida, and  
S.T.E.P.S. in the Right Direction, Inc.**

**THIS CONSORTIUM AGREEMENT** (the "Agreement") dated as of July \_\_\_\_, 2009, is entered into by the City of North Miami Beach, Florida, ("CITY"), and S.T.E.P.S. in the Right Direction, Inc., a private not for profit Florida Corporation ("S.T.E.P.S.") (collectively referred to herein as the "Parties".)

## RECITALS

**WHEREAS**, the United States Congress enacted the American Reinvestment and Recovery Act of 2009 (Public Law 111-005, hereinafter called the "Act") which allocated funds for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), as amended, for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes heading, referred to as Neighborhood Stabilization Program 2; and

**WHEREAS**, the U. S. Department of Housing and Urban Development (hereinafter called "HUD") subsequently issued a Notice of Funding Availability, Docket No. FR-5321-N-01, on May 4, 2009, advising the public of fund availability, granting waivers, applying alternative requirements, and setting forth statutory requirements regarding competitive grant funding available from HUD through the Neighborhood Stabilization Program 2; and

**WHEREAS**, the goals of the Neighborhood Stabilization Program 2 are to provide decent housing, a suitable living environment, and economic opportunity, principally for persons of very low, low and moderate income as defined within the regulations governing the Federal Community Development Block Grant Program; and

**WHEREAS**, Neighborhood Stabilization Program 2 funding is awarded to address the adverse effects of vacant and foreclosed-upon homes in target area neighborhoods; and

**WHEREAS**, the City of North Miami Beach seeks to arrest the decline in its neighborhoods and property values due to the effects of concentrations of foreclosed, abandoned, and vacant homes; and

**WHEREAS**, the Notice of Funding Availability sets forth eligibility requirements that must be met by applicants for Neighborhood Stabilization Program 2 funding; and

**WHEREAS**, the Notice of Funding Availability allows nonprofit organizations, including municipalities and private nonprofit corporations, to enter into consortium agreements in order to receive federal funds from the Neighborhood Stabilization Program 2, and authorizes the qualifications and experience of the various members of the consortium to be considered together as a single applicant for the purpose of determining eligibility; and

**WHEREAS**, the City of North Miami Beach, individually, may not possess the housing repair and rehabilitation experience necessary to qualify for funding from the Neighborhood Stabilization Program 2, in partnership through a Consortium Agreement with S.T.E.P.S. in the Right Direction, Inc. the Consortium does possess the necessary experience requirements; and

**CITY OF NORTH MIAMI BEACH NEIGHBORHOOD STABILIZATION  
CONSORTIUM AGREEMENT**

**Between  
City of North Miami Beach, Florida, and  
S.T.E.P.S. in the Right Direction, Inc.**

**THIS CONSORTIUM AGREEMENT** (the "Agreement") dated as of July \_\_\_\_, 2009, is entered into by the City of North Miami Beach, Florida, ("CITY"), and S.T.E.P.S. in the Right Direction, Inc., a private not for profit Florida Corporation ("S.T.E.P.S.") (collectively referred to herein as the "Parties".)

RECITALS

**WHEREAS**, the United States Congress enacted the American Reinvestment and Recovery Act of 2009 (Public Law 111-005, hereinafter called the "Act") which allocated funds for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), as amended, for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes heading, referred to as Neighborhood Stabilization Program 2; and

**WHEREAS**, the U. S. Department of Housing and Urban Development (hereinafter called "HUD") subsequently issued a Notice of Funding Availability, Docket No. FR-5321-N-01, on May 4, 2009, advising the public of fund availability, granting waivers, applying alternative requirements, and setting forth statutory requirements regarding competitive grant funding available from HUD through the Neighborhood Stabilization Program 2; and

**WHEREAS**, the goals of the Neighborhood Stabilization Program 2 are to provide decent housing, a suitable living environment, and economic opportunity, principally for persons of very low, low and moderate income as defined within the regulations governing the Federal Community Development Block Grant Program; and

**WHEREAS**, Neighborhood Stabilization Program 2 funding is awarded to address the adverse effects of vacant and foreclosed-upon homes in target area neighborhoods; and

**WHEREAS**, the City of North Miami Beach seeks to arrest the decline in its neighborhoods and property values due to the effects of concentrations of foreclosed, abandoned, and vacant homes; and

**WHEREAS**, the Notice of Funding Availability sets forth eligibility requirements that must be met by applicants for Neighborhood Stabilization Program 2 funding; and

**WHEREAS**, the Notice of Funding Availability allows nonprofit organizations, including municipalities and private nonprofit corporations, to enter into consortium agreements in order to receive federal funds from the Neighborhood Stabilization Program 2, and authorizes the qualifications and experience of the various members of the consortium to be considered together as a single applicant for the purpose of determining eligibility; and

**WHEREAS**, the City of North Miami Beach, individually, may not possess the housing repair and rehabilitation experience necessary to qualify for funding from the Neighborhood Stabilization Program 2, in partnership through a Consortium Agreement with S.T.E.P.S. in the Right Direction, Inc. the Consortium does possess the necessary experience requirements; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach are desirous of receiving federal funds through the Neighborhood Stabilization Program 2 in order to provide decent affordable housing to very low, low, and moderate income residents, to arrest the decline of homes in targeted areas affected by mortgage foreclosures; and to reduce or eliminate vacant and abandoned property in the targeted neighborhoods in compliance with the objectives and desired outcomes of the Neighborhood Stabilization Program 2; and

**WHEREAS**, the City of North Miami Beach and S.T.E.P.S. in the Right Direction, Inc. have authority to enter into a Consortium Agreement; and

**WHEREAS**, it is agreed that the objectives of Neighborhood Stabilization Program 2 are best met within the City of North Miami Beach, Florida through cooperative efforts, and that the Parties should join together in affordable housing and neighborhood redevelopment activities; and

**WHEREAS**, the Parties agree that the City of North Miami Beach will be the lead partner in the Consortium, managing all Neighborhood Stabilization Program 2 funds and program activities, monitoring the program, executing contracts and agreements with third parties, assessing environmental impacts pursuant to federal requirements, preparing and issuing required reports, making application for funding, acting as the agency with fiduciary responsibility and providing federally compliant financial accounting and auditing services, and performing such other activities as the lead Consortium partner as the U. S. Department of Housing and Urban Development and the Code of Federal Regulations may require.

**NOW, THEREFORE,**

in consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

**SECTION 1. FORMATION OF CONSORTIUM**

- 1.1 The City of North Miami Beach and S.T.E.P.S. in the Right Direction, Inc. hereby form a consortium to be known as "North Miami Beach Neighborhood Stabilization Consortium", sometimes referred to herein as the "Consortium". The North Miami Beach Neighborhood Stabilization Consortium shall apply for Neighborhood

Stabilization Program 2 funding from HUD. All Parties hereto agree to cooperate with and assist the Consortium in its operation, including but not limited to, the neighborhood stabilization, property acquisition, redevelopment, and housing activities authorized through the Neighborhood Stabilization Program 2.

- 1.2 Overall policy and direction of Consortium activities shall be governed by the "Consortium Review Board", as hereinafter described. Moreover, the Consortium Review Board shall have specific duties described in various sections herein. The Consortium Review Board shall be composed of the City Manager of the City of North Miami Beach or his designee, and the Executive Director of S.T.E.P.S. in the Right Direction, Inc. or his designee.

## **SECTION 2. DESIGNATION OF LEAD ENTITY**

- 2.1 As authorization of a lead entity is a requirement of the HUD Notice of Funding Availability for designation as a consortium, the Parties agree that the City of North Miami Beach shall be authorized and designated as the "Lead Entity" and shall act in a representative capacity for all Parties for the purposes of this Agreement and to implement the Consortium's Neighborhood Stabilization Program 2 activities.
- 2.2 As Lead Entity, the City of North Miami Beach shall assume overall responsibility for maintaining compliance with federal requirements for operation of the Neighborhood Stabilization Program 2 approved in accordance with the Notice of Funding Availability, Docket No. FR-5321-N-01, and all federal requirements therein referenced.
- 2.3 Expenses incurred by the Lead Entity shall be taken from "Administrative Funds", described more fully in Section 4.

## **SECTION 3. CONSORTIUM APPLICATIONS FOR NEIGHBORHOOD STABILIZATION PROGRAM 2 FUNDS**

- 3.1 The Consortium will apply as a single entity for Neighborhood Stabilization Program 2 funding, as needed. Consortium members are designated by the HUD Notice of Funding Availability to receive Neighborhood Stabilization Program 2 funds, should they be approved for funding following a competitive selection process.
- 3.2 The Consortium shall prepare and submit such documents as are required by the HUD Notice of Funding Availability to the U. S. Department of Housing and Urban Development for Neighborhood Stabilization Program 2 funds under the terms of the Notice of Funding Availability. The Consortium shall comply with federal requirements to expend all federal funds and program income received within the three year period required by the award of funds and the Notice of Funding Availability.

## **SECTION 4. NEIGHBORHOOD STABILIZATION PROGRAM 2 OPERATIONS.**

### **4.1 Project Implementation Responsibility**

The City of North Miami Beach shall be responsible for monitoring its Neighborhood Stabilization Program 2 activities for compliance with federal requirements. S.T.E.P.S. in the Right Direction, Inc. will take reasonable measures to ensure compliance with federal requirements, make all of its Neighborhood Stabilization Program 2 documents available for public inspection in accordance with Florida public records laws and federal requirements, and will cooperate with the City of North Miami Beach in record keeping and reporting activities. S.T.E.P.S. in the Right Direction, Inc. will allow City of North Miami Beach and federal employees to inspect all of its activities and records, and will allow entry onto construction sites and its property and offices in order for government monitoring and inspection activities to take place.

Each of the Parties agrees that all Neighborhood Stabilization Program 2 activities will comply with (i) all applicable federal laws, rules, and regulations; (ii) Florida law; and (iii) locally adopted laws, regulations, and policies.

### **4.2 Division of Consortium Neighborhood Stabilization Program 2 Funds among Parties**

A Consortium Funding Agreement between the Parties will be executed no later than December 1, 2009, in accordance with the requirements of the Notice of Funding Availability for the Neighborhood Stabilization Program 2, Docket No. FR-5321-N-01.

### **4.3 Program Income**

In accordance with the Notice of Funding Availability, all program income received during the first three years of operations will be expended along with all federal grant funds no later than the three year deadline established by HUD following the date the Consortium receives allocation funds.

### **4.4 Consortium Administrative Funds**

The Parties agree that the Consortium shall not expend more than ten percent (10%) of the total Neighborhood Stabilization Program 2 funds awarded to the Consortium by HUD for the purpose of paying for administrative costs.

## **SECTION 5. TERM OF AGREEMENT; PARTIE MAY NOT TERMINATE**

This agreement shall take effect when executed by both Parties and shall terminate when all obligations of the Parties pursuant to HUD requirements regarding the completion of the Neighborhood Stabilization Program (2) are met and HUD determines that the City of North Miami Beach Neighborhood Stabilization Program 2 is completed, or until

HUD informs the Consortium that its Neighborhood Stabilization Program 2 Application has not been selected for funding.

No party hereto may terminate its participation in the Consortium pursuant to this Agreement prior to the expiration of the term of this Agreement. Termination may be effected through HUD action.

**SECTION 6. AMENDMENTS**

This Agreement may be amended from time to time by a supplemental agreement consented to in writing by each of the Parties, and approved as required by the US Department of Housing and Urban Development.

**SECTION 7. FAIR HOUSING.**

Each of the Parties agrees to affirmatively further fair housing.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2009.

S.T.E.P.S. in the Right Direction, Inc.

\_\_\_\_\_  
Michael Salem, Executive Director

Witnesses:

CITY OF NORTH MIAMI BEACH,  
FLORIDA

\_\_\_\_\_  
Kelvin L. Baker, City Manager

ATTEST:

Approved as to Form Only:

\_\_\_\_\_  
Susan A. Owens, City Clerk  
City of North Miami Beach

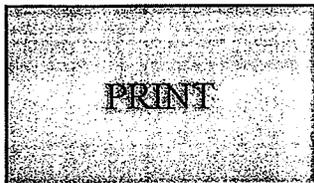
\_\_\_\_\_  
Darcee S. Siegel, City Attorney  
City of North Miami Beach

CITY SEAL



**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10

(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report

or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):

2. Social Security Number or Employer ID Number:

3. HUD Program Name

4. Amount of HUD Assistance Requested/Received

5. State the name and location (street address, City and State) of the project or activity:

Part I Threshold Determinations

Yes  No

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or

activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

If you answered "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Yes  No.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

### Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

### Form HUD-2880 (3/99)

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

### Instructions

#### Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or

(3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance): General.

All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

1 Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.

4 Applicants enter the HUD program name under which the Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

2 Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.  
3

assistance is being requested. be provided over the term of the contract, irrespective of when they are to be received. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to either questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1 Enter the name and address, city, State, and zip code of the government agency making

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds

both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

the assistance available.

2 State the type of other government assistance (e.g., loan, grant, loan insurance).

3 Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).

4 Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

- both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Form HUD-2880 (3/99)

update reports. Applicants must provide information on:

This Part is to be completed by both applicants and recipients filing

1 All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2 any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower). Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1 Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1 All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]

2 Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).

the CEO. Please list all names alphabetically.

2 Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.

3 Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).

4 Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

3 See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.

4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.

5 For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Form HUD-2880 (3/99)

**SECTION E: APPENDICES**

# APPENDIX E 1: A COPY OF THE CITY OF NORTH MIAMI BEACH CODE OF CONDUCT

## RESOLUTION NO. R2001-34

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RE-AFFIRMING THE CITY'S COMMITMENT TO THE HIGHEST STANDARDS OF ETHICS IN GOVERNMENT AND ITS PUBLIC POLICY OF ADHERING TO AND COMPLYING WITH ALL FEDERAL/STATE/COUNTY/CITY BOARDS OF ETHICS IN LOCAL GOVERNMENT.

WHEREAS, there is a general recognition by the public and their local elected officials of a desire to maintain the highest of standards when acting as a guardian of the public trust; and

WHEREAS, the Greater Miami-Dade County community has made constant legislative efforts to upgrade the standards for public leadership and ethics; and

WHEREAS, the City of North Miami Beach, Florida wishes to re-affirm and re-state its commitment to compliance with the highest standards of ethics in good government, and

WHEREAS, good and effective government requires that public officers be independent and impartial and that public office not be used inappropriately for personal or private gain; and

WHEREAS, the public interest requires that public officials avoid inappropriate or unethical action in situations where conflicts of interest exist or may arise in order to maintain the public's faith in the integrity of our governing process; and

WHEREAS, in order to strengthen the confidence of the public in its elected officials, and to guarantee that the agents of the people who hold their positions for the benefit of the public perform their duties efficiently and faithfully, it is necessary to impose upon them the highest standards of ethical conduct.

**NOW, THEREFORE,**

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

Section 1. The City administration does hereby affirm its compliance with all applicable Federal Statutes intended to establish and promote standards of ethical conduct for elected officials and government employees.

**Section 2.** The City administration does hereby affirm its compliance with all applicable Florida Statutes intended to establish and promote standards of ethical conduct for elected officials and government employees, including but not limited to statutes addressing conflicts of interest, misuse of public position, antinepotism, voting conflicts, financial disclosure and lobbying.

**Section 3.** The City administration does hereby affirm its compliance with and its adherence to the Florida Commission on Ethics and/or the Miami-Dade County Commission of Ethics Opinions guiding the conduct of elected officials and municipal employees.

**Section 4.** That each elected official of the City of North Miami Beach shall avoid any conflicts of interest and improprieties of conduct and shall be ever vigilant and sensitive to the public perception of its leadership, and shall specifically:

1) Neither solicit nor accept any gift or other items of value deemed inappropriate by state, county, and city standards.

2) Will not sell or lease any product or service to the City or any City department in a manner deemed inappropriate by state, county, and city standards.

3) Not accept unauthorized compensation in any form that could be construed as having been given to influence an official vote or other action.

4) Not use or attempt to use his official position corruptly to secure for himself/herself or others any special privilege or gain.

5) Not have or hold any conflicting employment or contractual relationship as established by state, county or city standards.

6) Not vote in an official capacity on any measure that would inure to his special private gain as established by state, county or city standards.

**Section 5.** That each elected official of the City of North Miami Beach shall, in the performance of all his/her public duties, conduct himself in a manner that will bring credit to himself/herself and the City in upholding all pertinent and relevant standards of ethical conduct in government.

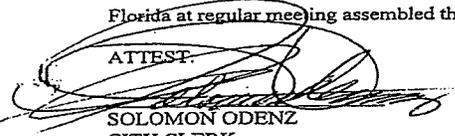
**APPROVED AND ADOPTED** by the City Council of the City of North Miami Beach,

RESOLUTION R2001-34

2

Florida at regular meeting assembled this 17<sup>th</sup> day of July, 2001.

ATTEST:

  
SOLOMON ODENZ  
CITY CLERK

(CITY SEAL)

  
JEFFREY A. MISHCON  
MAYOR

APPROVED AS TO FORM:

  
HOWARD E. LENARD  
CITY ATTORNEY

SPONSORED BY: Vice Mayor Raymond F. Marin  
Mayor and City Council

RESOLUTION R2001-34

3

## **APPENDIX E 2: DEFINITIONS**

1. **Blighted Structure.** Any structure that is declared an unsafe structure in accordance with the standards of the Florida Building Code.
2. **Affordable Rents.** Rents that do not exceed 30% of the annual income of the tenant or mortgagee.
3. **Housing Rehabilitation Standards.**
  - Repair and rehabilitation that meets the minimum standards of the Florida Building Code, and restores a residence to a condition that allows safe occupancy and use as a residence.
  
  - Repair and rehabilitation that includes energy efficient appliances, insulation, and other energy efficiency improvements recommended as a result of an energy audit by a qualified individual.
  
  - Replacement of demolished housing with construction that meets Florida Building Code and LEED standards.
  
  - Replacement of older obsolete products and appliances with Energy Star – labeled products.
  
  - Replacement of plumbing with water efficient devices, such as those having the WaterSense label.
  
  - Improvements in wind resistance to meet Florida Building Code hurricane wind resistant standards.
  
  - Assessment of costs of repair, renovation, remodeling to meet the rehabilitation standards versus the costs of replacement to meet rehabilitation standards, and selecting the least cost option.

**APPENDIX E 3: LEVERAGING DOCUMENTATION – FIRM COMMITMENT  
LETTERS**

No letters as of June 24, 2009. Letter requested from CRA.

## **APPENDIX E 4: SIGNED CERTIFICATIONS**

1. Affirmatively furthering fair housing. The applicant certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

2. Anti-displacement and relocation plan. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

3. Anti-lobbying. The applicant must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

4. Authority of applicant. The applicant certifies that it possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

5. Acquisition and relocation. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP2 program published by HUD.

6. Section 3. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

7. Citizen participation. The applicant certifies that it is carrying out citizen participation in accordance with NSP2 requirements.

8. Use of funds. The jurisdiction certifies that it will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008, as modified by the American Reinvestment and Recovery Act by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

9. The applicant certifies:

a. that all of the NSP2 funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

b. The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-

income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

10. Excessive force. The applicant, if an applicable governmental entity, certifies that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

11. Compliance with anti-discrimination laws. The applicant certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

12. Compliance with lead-based paint procedures. The applicant certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

13. Compliance with laws. The applicant certifies that it will comply with applicable laws.

\_\_\_\_\_  
**Signature/Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**APPENDIX E 5: CALCULATION OF REMOVAL OF NEGATIVE EFFECTS  
USING HUD PROVIDED RUBRIC**

The HUD Rubric is:  $1.5 \times (\text{Sum total of vacant properties proposed to be addressed through acquisition and rehab}) + (\text{Sum total of vacant properties to be addressed via demolition})$  divided by  $(\text{Sum total of all vacant properties in the target area})$ .

$(1.5 \times 113)/442 = 0.3834$  HUD Rubric Score.

**APPENDIX E 6: SUMMARY OF CITIZEN COMMENTS INCLUDING URL  
WHERE PLAN IS POSTED**

**MEMORANDUM**

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

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

**DATE:       July 7, 2009**

---

**RE:   RESOLUTION NO. R2009-42  
      CITY HALL CAFÉ AGREEMENT**

---

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH PASTAL ENTERPRISES,  
INCORPORATED FOR THE DEVELOPMENT AND  
OPERATIONS OF FOOD/CAFÉ AND BEVERAGE  
SERVICES IN THE CITY OF NORTH MIAMI BEACH CITY  
HALL FACILITIES, INCLUDING THE JULIUS LITTMAN  
PERFORMING ARTS THEATER AND VICTORY PARK  
POOLSIDE AREA.**



**CITY OF NORTH MIAMI BEACH  
MEMORANDUM**

*City Manager's Office*

**TO:** Honorable Mayor & Council

**FROM:** Kelvin L. Baker, City Manager

**DATE:** July 7, 2009

**RE: Approval of Contract for RFP# 2009-10 Development and Operations of Food/Café and Beverage Services at the City Hall Facilities including the Julius Littman Performing Arts Theater.**

**Background:**

At the June 16, 2008 Council Meeting it was approved to enter into negotiations with the top ranked firm, **Pastal Enterprises Incorporated**. A contract was successfully negotiated and is presented here for approval.

**Recommendation:**

It is staff's recommendation that City Council authorize the City Manager or his designee, to enter into the attached contract with the top ranked firm, **Pastal Enterprises Incorporated**, with regards to the above-mentioned RFP.

**Fiscal Impact:**

Revenue: \$500.00 per month guarantee, with 20% of revenue share to the City.

Fund: General

Account Name: Care Initiative - City Hall Café

Account #: 369602

**Contact Person:**

**Paulette Murphy, Director of Leisure Services  
Brian K. O'Connor, Chief Procurement Officer**

**CC: Darcee S. Siegel, City Attorney  
Susan Owens, City Clerk  
Miriam Bensinger, Assistant City Attorney**

**RESOLUTION NO. R2009-42**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASTAL ENTERPRISES, INCORPORATED FOR THE DEVELOPMENT AND OPERATIONS OF FOOD/CAFÉ AND BEVERAGE SERVICES IN THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES, INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER AND VICTORY PARK POOLSIDE AREA.**

**WHEREAS**, City of North Miami Beach Resolution No. R2009-39, adopted on June 16, 2009, authorized the City Manager to enter into negotiations with Pastal Enterprises, Incorporated as the top ranked firm, for the development and operations of food/café and beverage services at the City of North Miami Beach City Hall facilities, including the Julius Littman Performing Arts Theater and Victory Park poolside area.

**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 City Manager is hereby authorized to execute an agreement with Pastal Enterprises, Incorporated for the development and operations of food/café and beverage services at the City of North Miami Beach City Hall facilities, including the Julius Littman Performing Arts Theater and Victory Park poolside area, as provided in Exhibit "1" attached hereto and incorporated herein by reference.

**RESOLUTION R2009-42**

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

ATTEST:

\_\_\_\_\_  
SUSAN OWENS  
CITY CLERK

\_\_\_\_\_  
MYRON ROSNER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
DARCEE S. SIEGEL  
CITY ATTORNEY

SPONSORED BY: Mayor and Council



RFP#2009-10

DEVELOPMENT AND OPERATIONS OF FOOD/CAFE AND BEVERAGE SERVICES AT THE  
CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES INCLUDING THE JULIUS  
LITTMAN PERFORMING ARTS THEATER

**THIS AGREEMENT** made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Pastal Enterprises Incorporated, a corporation organized and existing under the laws of the State of Florida, having its principal office at 914 South West 3<sup>rd</sup> Street Boca Raton, Florida 33486 (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19 Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the Development and Operations of Food/Café and Beverage Services at the City of North Miami Beach City Hall Facilities Including the Julius Littman Performing Arts Theater, that shall conform to the; North Miami Beach's Request for Proposals (RFP) No.2009-10 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

**WHEREAS**, the Contractor has submitted a written proposal dated June 2<sup>nd</sup> 2009, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

**WHEREAS**, the City desires to enter into an agreement with the Contractor to provide Café Operations for the City, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## **ARTICLE I. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, RFP No. 2009-10 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean North Miami Beach's Chief Procurement Officer, Procurement Management Division, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Pastal Enterprises Incorporated and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the City.
- i) The words "Project Cost" means the sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

- j) The words "Project Manager" to mean the City Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Exhibit A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the City of North Miami Beach's RFP No. #2009-10 and any associated addenda and attachments thereof, and 3) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.
- e) The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall be for the duration of five (5) years. The City, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for five (5) additional years. Any further extensions to this agreement shall be in writing and authorized by the City Manager. The City Manager or his designee is hereby authorized to negotiate formalize and execute any amendment to this Agreement

relative to the Renewal Term. The City Manager is authorized to terminate this agreement on behalf of the City.

## **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### **(1) to the City**

- a) to the Project Manager:  
City of North Miami Beach  
Attention: Paulette Murphy  
Phone: (305)948-2990  
Fax: (305)787-6040

and,

- b) to the Contract Manager:  
Brian K. O'Connor, C.P.M. A.P.P  
Chief Procurement Officer  
Procurement Management Division  
17011 NE 19 Avenue, Suite 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946  
Fax: (305) 957-3522

### **(2) To the Contractor**

Attention: Lisa Perlowitz  
Phone: (786)255-4103  
Fax:  
E-mail: cottoncandy28@juno.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

## **ARTICLE 7. BASIS OF COMPENSATION**

The Contractor agrees to perform the work defined in Contractor Proposal Exhibit A:

## **ARTICLE 8. UTILITIES**

Contractor will be responsible for establishing and paying for all Utility services required in perform its operations.

## **ARTICLE 9. HOURS OF OPERATION**

The hour of operation will be from 7:00 a.m. – 4:00p.m. Monday – Friday. Unless otherwise agreed upon between Contractor and the City.

## **ARTICLE 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will pay the City. The compensation paid to the City under this Contract, shall be as provided in Exhibit A-I.

## **ARTICLE 11. METHOD AND TIMES OF PAYMENT**

All payments shall be made by the 10<sup>th</sup> day of every month:

The City of North Miami Beach  
Attn: Finance Department – Café Services Payment  
17011 NE 19<sup>th</sup> Ave  
North Miami Beach Florida 33162-3111

Contractor must furnish a copy of monthly income statement substantiating all sales for that month and will be delivered to the City with each payment.

- A. **Sales Tax:** The Contractor shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7%) on the amounts payable to the City under this Agreement. This Sales and Use Tax shall be payable to the City, when rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to minimum rental guarantee unless otherwise determined by the State of Florida.
- B. **Taxes on Contractor's Personal Property:** Contractor shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Contracted Premises by Contractor.
- C. **Late Payment Charge:** In the event that the Contractor fails to make any

payments, as required to be paid under the provisions of this contract, within ten calendar days of the due date, a five (5) percent late payment charge per day will accrue against all such delinquent payment(s) from the original due date until the City actually receives payment. The right of the City to require payment of such late payment charge and the obligation of the Contractor to pay same shall be in addition to and not in lieu of the rights of the City to enforce other provisions herein, including termination of this Contract, or to pursue other remedies provided by law.

- D. **Worthless Check or Draft:** In the event that the Contractor delivers a dishonored check or draft to the City in payment of any obligation arising under this Contract, the Contractor shall incur and pay a service charge of \$10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from advice of such default. Further, in such event, the City may require that future payments required pursuant to this Contract be made by cashier's check or other means acceptable to the City. A second such occurrence of dishonored check during the Contract term will be a breach of contract and, at the City's option, will constitute a default allowing for termination.

## **ARTICLE 12. INDEMNIFICATION AND INSURANCE**

In accordance with Chapter 725, Florida Statutes, the Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, in an amount not less than \$1,000,000 per occurrence which shall include attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Furthermore, the Contractor shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall cover the City, its officers, employees, agents and instrumentalities and shall include claims, or damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed by or utilized by the indemnifying party in the performance of the contract.

Upon the City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate insurance coverage has been obtained, which meets the requirements as outlined below:

- I. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the

Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **The City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 per person and \$500,000 per occurrence and property damage limits of \$300,000; or a comprehensive single limit of liability for bodily injury and property damage combined, with minimum limits of \$500,000 per occurrence, covering all owned, non-owned, and hired vehicles used by the contractor while performing operations in connection with this contract.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.**

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

### **ARTICLE 13. QUALITY OF CONTRACTOR'S SERVICE:**

Contractor shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations. Contractor shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the City concerning the conduct, demeanor or appearance of any such person, Contractor shall immediately take all necessary steps to correct the cause of such objection.

Contractor shall take good care of said premises, shall use the same in careful manner and shall, at its own cost and expense, keep, maintain, and repair (excluding normal wear and tear) and, upon the expiration of this Agreement or its termination in any manner, shall deliver the Contracted Premises to the City in the same condition as at the date of possession of the Contracted Premises. The Contracted Premises shall be in no worse condition than the same it was at the commencement of this Contract Agreement, with the exception of loss by fire or other casualty and ordinary wear and tear. Contractor shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

The Contractor shall not conduct any business or activity not specifically authorized by this Contract Agreement in the Contracted Premises, unless approved by the City. It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the Contracted Premises. The Contractor agrees that a determination by the City shall be accepted as final in evaluating whether its activities infringe on the rights of others and that Contractor shall fully comply with any decisions on this matter.

### **ARTICLE 13.1 PERFORMANCE AND MAINTENANCE BONDS**

Within ten days of the award of contract, the contractor shall provide a Performance Bond in the amount of ten-thousand dollars and 00/100 cents (\$10,000.00) and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach, on forms acceptable to the City. The bonds should provide that the surety's liability will be co-extensive with the contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. The Performance Bond shall cover the faithful performance of the contract.

### **ARTICLE 14. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 15. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees. The City of North Miami Beach may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 17. AUTHORITY OF THE CITY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- c) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- d) The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## **ARTICLE 18. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and Exhibites to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

## **ARTICLE 19. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

## **ARTICLE 20. AUDITS**

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the City. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## **ARTICLE 21. PERSONNEL**

The Contracted Premises shall have sufficient staff to provide outstanding service. The Contractor shall provide the City with the name and telephone number of a management person of the Contractor who will be on call, at all times, for emergencies or other matters related to the operations under this Contract. The Contractor shall ensure that all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. The Contractor shall require all personnel to wear visibly on their person, at all times while on duty distinctive name tag, identifying the individual by name, title, if appropriate, and as an employee of the Contractor. The Contractor shall ensure that all employees having public contact are able to understand and communicate in spoken English.

## **ARTICLE 22. CONSENT OF THE CITY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the City.

## **ARTICLE 23. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and

ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 25. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 26. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The City may terminate this Agreement if an individual or corporation or other entity

attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

- b) The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the City's materials and property;
  - iii. take no action which will decrease the amounts payable to the City under this Agreement; and

## **ARTICLE 27. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - i. the Contractor has become delinquent on payments to the City for either its required payments for utility services, Contract payments or any other obligations.
  - ii. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a

receiver;

- iii. the Contractor has failed to obtain the approval of the City where required by this Agreement;
- b) In the event the City shall terminate this Agreement for default, the City or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE / TERMINATION**

If an Event of Default occurs, in the determination of the City, the City may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT**

- a) If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
  1. lost revenues;
  2. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for reprourement of Services, including procurement and administrative costs; and,
- b) If Contractor is unable to achieve it monthly guarantee the City will have the right to temporally renegotiate the agreement for a period of time to be determined by the City Manager.
- c) The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 30. PATENT AND COPYRIGHT INDEMNIFICATION**

N/A

### **ARTICLE 31. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

### **ARTICLE 32. BACKGROUND SCREENING REQUIREMENTS**

Contractor and all of its employees who provide or may provide services under this contract have completed all background screening requirements as outlined herein. Contractor agrees

to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement that the employee will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of their occurrence. Contractor agrees to provide the City with a list of all of its employees who have completed background screening. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the City immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the City of such arrest or conviction within 48 hours of being put on notice by the employee and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by the City. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling the City to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

Contractor shall subject all employees to "level 2 screening requirements," as defined in 435.04, Florida Statutes. Fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

### **ARTICLE 33. CONTRACTOR RIGHTS**

- 1.1 Sale of Products and Locations: Contractor shall have the right to serve, sell or provide alcoholic beverages at the Facility at the City discretion. Contractor hereby agrees that City has the right to add additional locations and relocate the concession locations at any time during the Term.
- 1.2 Equipment; Signage, Contractor shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of the Products. The style, size, form, content, materials and location of all signs and advertising used at the Facility shall be subject to the prior written approval of the City. Equipment and signage shall be consistent with the theme and concept of the City operation and the Facility.

### **ARTICLE 34. BUSINESS APPLICATION AND FORMS**

**Vendor Application** The Contractor shall be a registered vendor with the City – Procurement Management Division, for the duration of this Agreement. It is the responsibility

of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

### **ARTICLE 35. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

- f) North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### **ARTICLE 35.1 EQUIPMENT MAINTENANCE AND REPAIR COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for the maintenance and repair of all equipment, supplies, vehicles and improvements, if any, in the Concession Locations used by the Contractor. Contractor shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with the respect to its operations. Contractor shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

- a. **Ownership of Improvements:** Upon the expiration or earlier termination of this Contract Agreement for any reason, all existing and future City installed fixtures, equipment, improvements and appurtenances attached to or built into the Contracted Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Contractor, shall become and remain a part of and be surrendered with the Contracted Premises. Any furniture, furnishing, equipment or other articles of movable personal property owned by Contractor and located in the Contracted Premises, shall be and shall remain the property of Contractor and may be removed by it at any time during the term of this Contract Agreement so long as Contractor is not in default of any of its obligations under this Contract Agreement, and the same have not become a part of the freehold, and so long as such does not materially affect Contractor's ability to use said premises and conduct its business as provided herein. However, if any of Contractor's property is removed and such removal causes damage to the Contracted Premises, Contractor shall repair or pay the cost of repairing any damage to the Contracted Premises resulting from such removal. Any property belonging to Contractor and not removed by Contractor at the end of the Contract Term or a renewal, if applicable, shall, at the election of the City, be deemed to be abandoned by Contractor, and the City may keep or dispose of such property and restore the premises to good order within ten (10) days after billing therefore. At the expiration of the term of this Contract Agreement, Contractor shall deliver to the City the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Contractor on the Contracted Premises.
- b. **Contractor's Changes:**
- a. **Conditions for Making Changes:** After Commencement Date, and subject to

approval of the City in writing, Contractor may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "changes" and, as applied to changes provided in this Article, "Contractor's Changes"), in and to the Contracted Premises, excluding structural changes, as Contractor reasonably may consider necessary for the conduct of its business in the Contracted Premises, subject to approval by the City, additional to the following conditions:

- i. The outside appearance or structural integrity of the City facilities shall not be affected.
  - ii. No part of the City facilities not included within the contracted premises shall be physically affected.
  - iii. The proper functioning of any of the material, electrical, sanitary, fire protection, and other service systems shall not be adversely affected.
  - iv. In performing the work involved in making such changes, Contractor shall be bound by and observe all of the conditions and covenants contained in this Article.
- b. At the expiration or any earlier termination of this Contract Agreement, on the City's written request, Contractor shall restore the Contracted Premises to its original condition prior to the making of any change permitted by this Article, reasonable wear and tear excepted, unless waived by the City in writing

c. **Equipment and Services Provided by Contractor:**

The Contractor, at its sole cost, shall provide:

- a. Janitorial Service within the Contracted Premises. The Contractor shall keep the Contracted Premises and equipment clean at all times. If the Contracted Premises and equipment are not kept clean in the opinion of the City, the Contractor will be so advised and if corrective action is not immediately taken, the City will cause the same to be cleaned and the Contractor shall assume responsibility and liability for such cleaning. Additionally, the City may resort to other remedies available herein.
- b. Extermination Service (if additional service, other than what the City is currently providing, is required).

**ARTICLE 35.2. CLEANING RESPONSIBILITIES**

Contractor shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in each of the Concession Locations and the surrounding areas. Contractor shall be responsible for trash and garbage removal to a designated point of central pickup. The City Project Manager will monitor sanitation and cleanliness within the facility and has the right to inspect all Concession Locations and close down operations they deem unsanitary or in violation of basic food handling requirements. Concession Locations may be closed temporarily until remedied or, in the case of on-going violations, Contractor may be terminated.

## **ARTICLE 36. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

## **ARTICLE 37. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

#### **ARTICLE 39. BANKRUPTCY**

The City reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 40. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 41. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

City of North Miami Beach

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

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

Kelvin L. Baker

Name: \_\_\_\_\_

Title: City Manager

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Susan A. Owens, City Clerk

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

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Approved as to form  
and legal sufficiency

Corporate Seal/Notary Seal

\_\_\_\_\_  
Darcee S. Siegel, City Attorney

EXHIBIT A

# REQUEST FOR PROPOSALS

**SUBJECT: DEVELOPMENT AND OPERATIONS OF FOOD/CAFE  
AND BEVERAGE SERVICES AT THE CITY OF NORTH  
MIAMI BEACH CITY HALL FACILITIES INCLUDING  
THE JULIUS LITTMAN PERFORMING ARTS THEATER**

**DUE DATE: JUNE 2, 2009**

**Pastal Enterprises, Incorporated  
914 South West 3<sup>rd</sup> Street  
Boca Raton, Florida 33486  
(786) 255-4103**

# EXHIBIT A

## Table of Contents

Cover Letter/Letter of Interest for Proposal

3 – Executive Summary

A  
B  
C  
D

4 – Proposer's Approach

A  
B  
C  
D – 1, 2, 3, 4, 5, 6

E – Sample Café Menu

Daily Specials

Pool Menu

Theater Menu

Birthday Party Menu (kids)

Party Menu (adult)

F  
G  
H  
I  
J

# EXHIBIT A

## 5 – Proposer's experience and Past Performance

A

B

C

D

## 6 – Key Personnel and subcontractor Performing Service

A

B

C

D

## 7 – Proposer's Financial Capabilities

A

B

C

D

## Recommendation letters

Levy Restaurants

Boston Concessions

Flamingo Management Company

Levy Restaurants

First Union Bank

# EXHIBIT A

Account Summary

February 28, 2009

March 31, 2009

April 30, 2009

Online Summary Credit Card

Statement of No Bid

References

Acknowledgement of Addenda

Drug-Free Work Program

Solicitation, Giving, and Acceptance of Gifts Policy

Bid Signature for a Corporation

Bid Signature for a Partnership

Price Proposal Sheet (Form A-1)

# EXHIBIT A

Pastal Enterprises  
Lisa Perlowitz  
914 South West 3<sup>rd</sup> Street  
Boca Raton, Florida 33486  
(786) 255-4103

June 2, 2009  
City of North Miami Beach  
17011 North East 19<sup>th</sup> Avenue  
North Miami Beach, Florida 33162

To whom it may concern:

As a Florida Corporation in the hospitality and food industry for more than 16 years, Pastal Enterprises is extremely please to respond to your Request for Proposal. Pastal Enterprises will deliver a top quality product, delivered with a first-rate attitude. We assure this through the use of the finest stainless steel equipment for superior performance and cleanliness. In addition, we offer the highest degree of personal dependability.

An integral element to our success is that we place a high value on personal integrity. That is, we represent both our staff, our participating location, as well as, myself as the president, in an ethical and respectable manner. We pride ourselves on astute attention to detail, combined with quality customer service and cooperative business negotiations.

Furthermore, we are diligent self-starters who work equally well in a team environment on all projects. Pastal Enterprises achieves performance goals through enthusiasm, tenacity, and initiative which compliments our extensive knowledge and refined experience in the food industry.

## EXHIBIT A

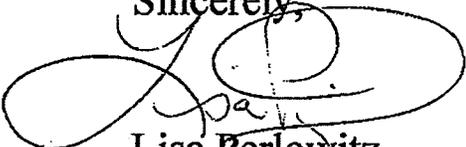
Pastal Enterprises tastefully offers a full and diverse catering menu for all your small and large events including the Thanksgiving Gathering, Love Event and Council meetings. With our unique blend of creative flair and passion for food, we are always reinventing ourselves to serve items that are appropriate for that particular venue and event. We will also change our menu boards and specials to tempt our guests into consistently coming back.

Attached are some pictures of a Café area that was transformed by Pastal Enterprises. Also attached are pictures of our carts that are placed in stadiums and arenas from American Airlines Arena in Miami to New York's US Open Tennis Championship. These eye-catching carts can be brought in for your special events and gatherings as well.

Pastal Enterprises is also delighted to offer placing vending machines throughout the building and nearby McDonald Center and Yes Building. We will offer a very large percentage and make sure the vending machines are always stocked with enticing popular and diverse products.

Pastal Enterprises enjoys every new challenge we face and we thank you for considering our business. As a Florida resident for 35 years, I would be extremely proud, on behalf of my company, to enhance the social and commercial productivity of the City of North Miami Beach. We look forward to a fruitful relationship together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Perlowitz', written over a large, stylized circular flourish.

Lisa Perlowitz  
President and Owner  
Pastal Enterprises

# EXHIBIT A

**PAGE 25**

**3.3 # 3**

**A** – Pastal Enterprises have been a concessionaire for the past 16 years and have performed the qualifications specified in this Request for Proposal at numerous locations. We take pride in our projects with enthusiasm and determination. Pastal Enterprises uses the highest quality products and service. Our staff performs with the utmost level of professionalism and courteous service.

**B** – Pastal Enterprises is a Florida corporation for sixteen years and participated with numerous functions all involving cafeteria, cart or restaurant style service. Our art is putting together specialty projects. Pastal Enterprises will deliver a top quality product, delivered with a first rate attitude. We use the finest stainless steel equipment for superior performance and cleanliness. We offer the highest degree of personal dependability.

**C** – Pastal Enterprises personnel will start with a staff that has had at least eight years of longevity with the company. Their experience is from assisting me with start up projects to training new staff members. Each member has their food handler's license and some college hotel and restaurant management training. We don't hire people who can be nice, we hire nice people!

# EXHIBIT A

**Page 26**

**D -** The services we plan to provide are to purchase, prepare, vend and deliver the following items from all locations: sandwiches, daily specials, hot and cold snack items, candy, ice cream and assorted beverages. Pastal Enterprises will provide catering services and platters for all types of special events. We have sixteen years of experience in the food and beverage industry. We have performed in all types of venues and services from catering weddings at the Venetian Pool in Coral Gables to starting up camp food programs. Pastal Enterprises takes pride in each new challenge.

**# 4 - A -** First items on our list will be to contact our artist to start printing our menu boards. They will be posted within a week to inform our residents that we will be opening within a few weeks. We will also post our menu boards as soon as it's printed for all to see some of the food items they can anticipate enjoying. Pastal Enterprises plans on moving in equipment and small wares as soon as the contract is awarded to us. Food products will be ordered and paper goods will start to arrive within a week of being awarded the contract. Staff will be set in place. All properties will be up and ready for business within one month of granting Pastal Enterprises the keys.

# EXHIBIT A

**Page 26**

**4 - B** Attached are photographs of a service Pastal Enterprises performed in Venetian Pool. Although this new location will not be in-seat service we would like to provide tables and chairs to make for a restaurant ambience. Our menu boards will be clean and neat. In addition the stainless steel equipment will provide for a clean appearance. Finishing touches of warmth and friendliness will be added to make for a comfortable environment.

The Victory Family Pool will have a friendly atmosphere and light colorful displays to entice any age to step forward and see what we are displaying inside. We will extend the countertop to make for an easier way from which to place your order and serve the products. One window will be to place your order while the other will be to pick up your order. This project will take a little maneuvering to utilize all available space.

# EXHIBIT A

**Page 26**

**C- The investment cost is roughly thirty thousand dollars. There is a lot of equipment to put in place; below is a partial list:**

- Bakers Pride c/t double stack electric pizza oven (2)
- Toaster
- Microwave
- grill sandwich press
- stove top oven
- sandwich unit equipment
- stainless steel prep tables
- Beverage Air 1 dr. glass display cooler (3)
- 500lb. cube ice machine w/800lb. ice bin
- 60" chest freezers (2?)
- ice cream cabinets
- Vita Mix commercial drink mixer
- fire extinguishers
- condiment holders
- condiment dispensers
- display units
- mobile chip racks
- candy racks
- cash registers (2)
- cappuccino machines
- Coffee Bean Grinder
- coffee maker
- soda machine (2)
- fax machine
- Rubbermaid 3 shelf plastic mobile utility cart
- misc. shelving units
- trash receptacle
- hot dog roller (2)
- bun warmer
- Café style tables and chairs
- popcorn machine

**All equipment is commercial grade.**

# EXHIBIT A

**Page 26**

## **D**

**1 – Pastal Enterprises plans on equipping the locations with top quality stainless steel equipment, as well as pizza ovens, toasters, sandwich press machines, microwave ovens, and the proper equipment to make for a successful operation.**

**2 - The techniques Pastal Enterprises will use to provide top quality food service is to purchase, prepare, vend and deliver from the Café and The Pool Family Aquatic Center, the following items: sandwiches, hot and cold snack items, candy, ice cream and assorted beverages. We will install a facsimile machine for offices that can't leave there desk and need deliveries to there office. We also provide very versatile catering service menus and platters for special events.**

**3 – Pastal Enterprises always services our guests in an expedient manner by having all our prep work done prior to the opening of a business day. When a guest arrives, they will be greeted and served top quality fresh products with a smile.**

**4 – Our staff can always be counted on to provide the utmost level of professional and courteous service. We don't hire people who can be nice, we hire nice people with strong management and listening skills!**

# EXHIBIT A

Page 26

5 - Pastal Enterprises will meet all requirements described in this Request for Proposal in a sequence of time. First we feel it is imperative to place menu boards so our guests can anticipate our arrival. We will continue preparing the locations by purchasing all pertinent equipment to operate. In conjunction all paper products will start to be delivered and Pastal Enterprises will open its doors with a limited menu within a couple of weeks. Our limited menu will depend on how fast we can get permitted for hand wash sinks to be installed. As the process proceeds Pastal Enterprises feels we can be in full operation, with the cooperation of the permitting department, hopefully within one month of granting the award.

6 – Pastal Enterprises is best suited for the Café because it not only has specialized in Café style and concession stands for sixteen years, but we love what we do and it shows. We critique each new challenge with compassion and by serving fresh and delicious menu choices!

# EXHIBIT A

Pg 26

## E - Café Menu

Pizza.....	2.50
Hot dogs.....	2.00
Hamburger.....	4.25
Salads.....	3.75
Chicken fingers all white meat (not pressed) 5 large pieces.....	3.75
Tuna Fish Sandwich.....	3.50
Bagels.....	1.50
French fries (curly seasoned) baked not fried.....	2.00
Large selection of candies.....	10 – 1.00
Fresh fruit (banana's apples, oranges, watermelon in season)....	1.00
Potatoes chips (Doritos, cheetos, variety).....	.75
Ice Cream (Good Humor bars, snow cones).....	2.00
Fresh popcorn.....	1.50
Pastries (individually wrap).....	2.00
Fresh fruit smoothies.....	3.75
Soda	16oz. 1.00 / 24oz. refill 2.00 / 50 cent refill
Bottle Water	16oz..... 1.00
Fresh lemonade	16 oz..... 2.25
Gatorade	20oz..... 1.25
Orange juice	8oz..... 1.50
Coffee.....	8 oz. 1.25 / 16oz. 2.00
Café con leche.....	2.00
Colada.....	1.25

## Breakfast Menu (avail 8-10)

Bacon, egg & cheese sandwich.....	4.75
2 eggs, bacon & toast.....	4.75

# EXHIBIT A

## DAILY SPECIALS

Combo meals will include: bag of chips, beverage (fountain only)....5.00

Chicken & rice platters

Spaghetti & meatballs

Grill cheese sandwich... combo.....4.50

Wraps – tuna, turkey & cheese, chicken salad wrap.....4.75

Grill cheese sandwich.....2.50

Veggie sub – hot or cold (cheese, zucchini, peppers, onions, lettuce, tom.).....4.00

Cinnamon Roasted Almonds, pecans.....4.00

Nachos & Cheese.....2.50

Specials will change on a regular basis

# EXHIBIT A

## POOL

Pizza.....	2.50
Hot dogs.....	2.00
Chicken fingers all white meat (not pressed) 5 large pieces.....	3.75
PBJ (peanut butter & Jelly Sandwich).....	2.50
French fries (curly seasoned) baked not fried.....	2.00
Nacho's & cheese.....	2.50
Large selection of candies.....	10 – 1.00
Fresh fruit (banana's apples, oranges, watermelon in season)....	1.00
Potatoes chips (Doritos, cheetos, variety).....	.75
Hot NY Pretzels.....	2.00
1 foot long ice pops (Variety of flavors).....	1.00
Snow Cone / Slushie.....	1.00
Soda.....	16oz. 1.00 / 24oz. 2.00
Bottle Water.....	16oz. 1.00
Fresh lemonade.....	16oz 2.00
Gatorade.....	20oz. 2.00

# EXHIBIT A

## Theater Menu

Individually wrapped pastries.....	2.00
Nacho's & cheese.....	2.50
Chips.....	1.00
Fresh popcorn.....	1.50
Ice cream.....	2.00
Assorted candy.....	1.00 / 2.00
Coffee.....	8 oz. 1.25 / 16oz. 2.00
Café con leche.....	2.00
Colada.....	1.25
Cappuccino.....	3.25
Espresso coffee.....	2.00
Milk .....	8oz. 1.50

## EXHIBIT A

# PLANNING A PARTY?

The following Plans and selections are available; please pick one that best suits your requirements of your next party. Serving guests from 15 to 500, we will provide you with the freshest in festive refreshments.

### **Plan A:**

Hot dog  
Bowl of Popcorn  
Bowl of Potato chips  
Beverages  
Cake and Ice Cream  
Cost \$7.50 per person

### **Plan B:**

Chicken Fingers or Pizza (cheese or pepperoni) 8 slices per pie, no partial pies  
Bowl of Popcorn  
Bowl of Potato chips  
Beverages  
Cake and Ice Cream  
Cost \$8.50 per person

**BAKED ZITI** / garlic bread (serves 20-25) \$50.00 / add meat \$60.00

**TOSSED GREEN SALAD** /Sliced French Baguettes (serves 15-20) \$25.00

### **Specials:**

**Meat & Cheese Platters also available (all sizes) / Boars Head on request.**

**Giant Fresh Fruit Platter** – serves 28-32 people: strawberries, pineapple, watermelon, honeydew, cantaloupe, etc \$50.00

**\*Diabetic or food allergy issues can be easily accommodated...just ask!**

Please stop by Victory Pool Family Aquatics Center Concession Stand, City of North Miami Beach Café, or call (786) 255-4103 to schedule your event. A 50% deposit required at time of order - balance in cash is due on delivery. Checks are made payable to: Pastal Enterprises, Incorporated.

Thank You

# EXHIBIT A

## PLANNING A PARTY?

The following Plans and selections are available; please pick one that best suits your requirements of your next party. Serving guests from 15 to 500, we will provide you with the freshest in festive refreshments.

### Adult Selections:

<b>Meat Platters include:</b>	Medium (18-22)	Large (28-32)
Roast beef / ham / turkey	\$ 65.00	\$85.00
Boars Head products	72.00	90.00
<b>Cheese Platter</b>	67.00	80.00
Boars Head products	77.00	90.00

### **Finishing touch salads**

Potato / Macaroni / Coleslaw	23.00	32.00
Basket of Crackers	22.00	28.00

*\*\* Variety of breads upon request*

**BAKED ZITI** made from scratch / garlic bread (serves 20-25) \$50.00 / add meat \$60.00

**TOSSED GREEN SALAD** /Sliced French Baguettes (serves 15-20) \$25.00

**Giant Fresh Fruit Platter** – serves 28-32 people: strawberries, pineapple, watermelon, honeydew, cantaloupe, etc \$50.00

**Extras - Wet Your Whistle** – ask for pricing / bowl of chips

Please stop by the City of North Miami Beach Café or Victory Pool Family Aquatics Center Concession Stand or call (786) 255-4103 to schedule your event. A 50% deposit required at time of order - balance in cash is due on delivery. Checks are made payable to: Pastal Enterprises, Incorporated. Thank You

# EXHIBIT A

PAGE 26

**F** – Pastal Enterprises' food preparation is done on a daily basis in the morning. Preparation is a key factor for our guests who need to get back to work; so it is imperative that we prepare, cut and remain organized to allow for fast, courteous service. We also pride our self on serving everything fresh. On the counter, we place three tier displays to entice our guests with products. We also have descriptions of new products to encourage you to come back later to try something new!

**G** – When we first come onboard, Pastal Enterprises will place menu boards up immediately. If permitted, we will also place collapsible floor signs in the lobby of City Hall to inform everyone of our grand opening. With your permission, we would like to place 8 x 11 colorful posters with our menu on it. Pastal Enterprises will also distribute flyers throughout the surrounding buildings for all to know there is a new Café opening. We will follow up with the same routine once we open. From time to time, we will have a staff member welcoming guests in the building and passing out our flyers or food and beverage samples. Once opened, we will also travel with a remote cart to offer afternoon treats throughout the building. Furthermore, we will deliver to those guests who can't find the time to leave their desk. We will distribute flyers to the buildings surrounding City Hall (Police station, Firehouse, Yes Building and the McDonald Center). For the Victory Pool Family Aquatic Center, we would like to send flyers home to the campers' parents regarding notification that we will now be serving lunch as well as snacks. We also hope to be placed on the North Miami Beach website.

# EXHIBIT A

Page 27

H - The work day will be split into two shifts, morning 6:30 am - 12 noon and afternoon 12 noon - 4:30 pm. The Cafe will be open from 7 am till 4 pm closing.

The Cafe will have a General Manager who has several years of experience as a cook and chef, supervised the 400 Level Concessions and Vendors at Pro Player Stadium for 8 years, and managed the Coral Gables Youth Center Concessions for 5 years. She will be responsible for daily operations, ordering, food preparation and direct supervision of other staff members. She will also do daily inspections of all areas. She reports findings and coordinates purchasing with me. She also handles employee hours and scheduling.

There will be a morning supervisor who will be responsible for opening the stand, food preparation and aiding the cashier with various responsibilities as needed. At 11 am the afternoon supervisor/cook will arrive so that there will be maximum staffing during the lunch rush hours. This staff member will be responsible for phone orders as well as assuring that all areas are clean; making sure that everything meets health department standards.

Cashier(s) will be responsible for counting and balancing the monies taken in during their shift(s) and report such directly to the shift supervisor. Cashiers will also help out in any area needing assistance.

Depending on the volume of business, additional staff can be supplied, such as a dishwasher or prep cooks. Shift supervisors will report to the General Manager, who will report to me.

# EXHIBIT A

**Page 27**

**I –** When and as often as warranted Pastal Enterprises will strategically place several different selective carts in and around buildings to make an interesting different treat, so that City employees will have a variety and not get bored with the same selections. (Lemonade, popcorn, coffee, Italian ice to name a few)

**J -** Pastal Enterprises agrees with the terms.

**#5**

**(A) - History & past experience:**

Pastal Enterprises' past performance spans from outdoor festivals to large stadiums and arena. We start with preparing all our food and beverages fresh in all locations, preparing our stands to accommodate our arriving guests, serving our guests and ending the day with cleaning up our locations to get ready for the next business day. Pastal Enterprises has been a Florida Corporation for 16 years. Depending on the location, we employ from three to as many as three hundred (300) staff members. The primary markets we cover are concession stands, arenas and stadiums. Our experience is in customizing areas from a plain Jane look to illuminating the beauty of a Café with special ambience so our guests indulge in a warm atmosphere and aromas that entice all your senses.

# EXHIBIT A

Page 27

**B**

## **American Airlines Arena**

*Description:* Pastal Enterprises operates several different types of areas. Fresh Lemonade, popcorn, Italian Ice, cotton candy, cinnamon roasted nuts, fresh fruit smoothie and fruit cups are all a part of our cart displays. Beer, cotton candy and popcorn vending services are amongst the traditional operating standards that Pastal Enterprises brings to this table. Specialty areas also include Miami Heat player's family room to specialty lounges are stocked with our fresh produced products. From building the carts, stocking the office, producing the products, purchasing, staffing, payroll, management, meeting with Levy Restaurants to the Miami Heat are all a part of our venue.

*Value of contract* \$204,000.

*Term:* 1999 – Present

*Contact:* Steve Jaramillo 786-777-2004

**Prime Contractor**

**Results: still participate**

# EXHIBIT A

Page 27

## US Open Tennis Championship

*Description:* Pastal Enterprises managed a three week outdoor venue consisting of set up and break down of ten vendor carts and three concession stands. We handled cart building, menu boards, art and preparation from the ground up for this enormous event including special printed vehicles which sold products. Staffing for this event consists of 150 members and five managers. Hours of operation are from 7am to 3am everyday and shift changing was necessary. Forecast of products needed is required months in advance. Pallets of products had to be ordered and in place before the event started and inventory is very tight. Products from our terrific menu are all made fresh and included: Dunkin Donuts coffee; pastries, delicious fruit smoothies, continuous popped popcorn, lemonade, Italian ice, Gelato, soda, water and Gatorade. Meetings for this event are on a regular basis all throughout the year. Temporary housing, transportation and meals for staff are also a part of the business that we provide.

*Value of contract* \$400,000

*Term:* 2005 – 2007

*Contact:* Rob Reinhard 718-595-1560

Prime Contractor

Results: still participate

# EXHIBIT A

Page 27

## **Venetian Pool**

*Description:* The building was empty except for counters, stove, sink and a refrigerator/freezer. Pastal Enterprises came in and furnished the area with Café style tables, flowering plants, wall decorations, menu boards, and all equipment to operate a restaurant. In addition, all party materials were brought in as we set up and directed birthday parties as well as other special occasions including weddings, Government ceremonies, films and sitcoms, which were also produced at this fabulous location. Part of our responsibility was supplying festive table cloths, balloons, utensils, food platters, cakes, ice cream, and beverages. An event coordinator was also on location to help plan the event as well as to be present on that day to make the patrons' stay enjoyable. Pastal Enterprises also hosted forty five different camps over the summer months in addition to 70,000 visitors who came to see this historic site. Pastal Enterprises guarantees success by providing licensed staff, uniforms, payroll, products, purchasing and the professional knowledge to operate a profitable Café style restaurant.

*Value of contract* \$60,000.

*Term:* 2003 -2006

*Contact:* Maggie Hill 305-460-5306

Prime Contractor

Results: City of Coral Gables decided to try it themselves

# EXHIBIT A

Page 27

## Coral Gables Youth Center

*Description:* The concession stand was open five – six days a week and served a full menu for after school care students and there parents to visit for snacks and dinner. At the concession stand we also started a system to hand out a healthy after school snacks from fruits to yogurts which was charged to the City of Coral Gables. The concession stand was operated by four full time licensed staff members who were in full uniform. Pastal Enterprises also hosted special events from Quilt show, Arts & Crafts shows and 1000 guest trophy award ceremonies with very large bbq's and pizza, chips, soda and water for all. Pastal Enterprises had 20 different camps of all ages attend on a daily basis over the summer months. We built a separate area for campers that had their own accounts to withdraw money out of to purchase their lunch so they didn't have to carry change. We also made another kitchen area to produce prepaid daily lunches for campers that were going on field trips which allowed them to have brown bag lunches. Purchasing, preparing, inventory, selling fresh products to payroll, we put it all together. Specialty lunches were provided for special needs.

*Value of contract* \$175,000.

*Term:* 1996 – 2006

*Contact:* Joe Able 305-460-5620

Prime Contractor

Results: City of Coral Gables decided try it themselves

# EXHIBIT A

**Page 27**

## **Time Union Center for the Performing Arts (Jacksonville)**

*Description:* Set up a coffee bar including espresso equipment, all coffee beans, lovely displays for utensils, condiments and products, fresh bakeries, milk, candy, chips, staff, inventory, purchasing, management, uniforms that included black vests, white shirts and bow ties were all a part of this wonderful experience.

*Value of contract* \$30,000.

*Term:* 2003 – 2006

*Contact:* Levy Restaurants 904-633-6110

Prime Contractor

Results: changed hands

## **Jacksonville Municipal Stadium**

*Description:* Cart building, sales, staffing, purchasing, uniforms, payroll, housing for staff, producing the fresh products were a part of the fun we had at this large venue. At Jacksonville Municipal Stadium we sold roasted corn on the cob, cotton candy and fresh lemonade.

*Value of contract* \$40,000.

*Term:* 2003 – 2006

*Contact:* Bill Wilson – 904-633-6100

Prime Contractor

Results: changed hands

## **Prime F. Osborn III Convention Center**

*Description:* Host to Home Shows and gigantic Cheerleading competitions our menu was well versed. It included espresso varieties, cotton candy, ice cream, fresh fruit smoothies, sandwiches, bakeries, fresh lemonade and popcorn.

*Value of contract* \$150,000.

*Term:* 2003-2006

*Contact:* Levy Restaurants 904-630-4000

Prime Contractor

Results: changed hands

# EXHIBIT A

**Page 27**

## **Jacksonville Veterans Memorial Arena**

*Description:* The first vendor signed to this building was Pastal Enterprises. Opening fresh lemonade, cotton candy, cinnamon roasted nuts and specialty coffee carts this enormous building hosted a number of events. Purchasing and building all the carts, materials, signage, designing the art work, book keeping, staffing, ordering, equipment and many meetings this building had a lot of potential.

*Value of contract* \$30,000.

*Term:* 2003 – 2006

*Contact:* Fab 904-630-3900

Prime Contractor

Results: changed hands

## **Merrick Park (Christmas)**

*Description:* This Park sits across from City Hall in the beautiful Coral Gables. Making this an old time feel is one of my favorite venues serving eggnog with nutmeg, original candy apples, hot roasted chestnuts, cinnamon roasted nuts, snow cones, popcorn, hot dogs, cotton candy, Christmas candy, soda, water and juice. Through out the Park we also sell Christmas hats and variety of fun food carts line the sidelines. This remote Park is open only 5 weeks out of the year.

*Value of contract* \$32,000.

*Term:* 1997 – 2008

*Contact:* Fred Couceyro 305-460-5600

Prime Contractor

Results: City of Coral Gables decided to try it themselves

# EXHIBIT A

Page 27

## **Junior Orange Bowl Parade**

*Description:* Pastal Enterprises created and sets out an old fashion ginger bread house that was built and designed by us. This 10' x 12' shed covered in Styrofoam attached columns, candies and figurines at this mile long parade is a site to see in itself! Up and down the mile, 50 popcorn, cotton candy and merchandise vendors line the streets as well as 25 varieties of food and merchandise carts. The carts sell hot dogs, sausage, peppers & onions, arepas, popcorn, cotton candy, pretzels, frozen lemonade, Italian ice, ice cream and all types of blow up and light up merchandise. We manage all the food, beverage and merchandising in this 60 year old parade!

*Value of contract* \$6,500.

*Term:* 1997 – Present

*Contact:* Linda Dunlap 305-662-1210

Prime Contractor

Results: we still participate

**C** – Pastal Enterpirese has performed no contract for the City of North Miami Beach but has performed contracts for surrounding cities in Miami.

**D** - Here is a partial list of Pastal Enterprises experiences that are related to your Scope of Services:

**American Airlines Arena:** Variety of carts and vending services from 1999 – present

**US Open Tennis Championship:** All types of carts as well as put together two Duncan Donut locations and three concession stands. Participation from 2005 - present

# EXHIBIT A

**Page 27**

**Pro Player Stadium:** Handled \$350,000. in beer sales per Dolphin game. We had ten carts and three hundred staff members. Pastal Enterprises participated in all there events from 1994 – 2005

**Jacksonville Municipal Stadium:** Roasted corn of the cob, fresh lemonade and cotton candy we our special treats in this gigantic Stadium. Participated from 2003 - 2006

**Prime F. Osborn III Convention Center:** From Cheerleading shows with 9,000 kids to Home shows we place all types of carts. 2003 – 2006

**Times Union Center for the Performing Arts:** We built a cappuccino bar with a variety of bakery items and chips. Years attened: 2003 -2006

**Jacksonville Veterans Memorial Arena:** This brand new Arena, we had to start with adding electricity in all locations. We sold Cinnamon Roasted Almonds and Nuts, lemonade; we built four cappuccino bars and ice cream carts. Dates of participation: 2003 - 2006

**San Francisco Puff & Stuff:** For this company we participated in outdoor events from Key West to Orlando, Florida. Our carts consisted of popcorn, cotton candy snow cones and lemonade. We also helped with there catering needs at special venues. Years from: 1993 – 2004

# EXHIBIT A

**Page 27**

**Coral Gables Youth Center:** One of the most challenging places to conquer! From camps that had 900 kids to award ceremonies. Pastal Enterprises built two concession areas, a full kitchen and many outdoor special venues. This venture was to short lived as we enjoyed every moment of it. 1996 - 2006

**Venetian Pool in Coral Gables:** Pastal Enterprises transformed a kitchen/open space into a warm Café. Host to over fifty camps, movie recordings and many spectators, we had a full menu from breakfast to dinners. 2003 – 2006

**Merrick Park (Christmas celebration):** An outdoor event that sat across from Coral Gables City Hall. Pastal Enterprises built a 10 x 12 Ginger Bread house that was picture perfect. Aromas and tastes of old fashion Christmas days were you could purchase 6” ginger bread men, candy apples and fresh eggnog were some of the delicious food products offered. 1997 – present

**Jr. Orange Bowl Parade:** Another outdoor event where we place 25 different carts from hot dog to Italian ice up and down the streets of Miracle Mile. Vendors walk up and down the Mile to sell there products from merchandise to food. Participating from: 1997 - present

# EXHIBIT A

**Page 28**

**#6**

A - Pastal Enterprises key Members consist of: Kevin Bautista, Manager. Kevin oversees all operations. Kevin will perform mayhem of duties. He will prepare food, serve our guests, train staff and collect monies, stock shelves and whatever else it takes to be successful.

Nicole Hall, Manager, will operate the Café, prepare foods, all prep work, serve our guests, collect money, restock inventory, and maintain cleanliness. Nicole will do it all!

Candace Caldwell, our manager, will oversee the operations of the Café. Candace will prepare food, create new and enticing dishes as specials, serve and communicate to our guests for memorable relations, train staff, collect money, order inventory and whatever it takes to make the location the best it should be.

Cathy Glover Pierson, the assistant will collect cash, run the register, restock inventory, clean, manage food preparation and serve our guests.

# EXHIBIT A

## Page 28

Alex Vidaurre, Assistant Manager. Will prepare food, serve and communicate to our guests, train staff, collect money and take inventory.

Martha Alva, staff member. Martha takes care of food preparation, server and to maintain cleanliness.

Most staff members have proudly been a part of our team for at least eight (8) years.

## Page 28 – B

Cheney Brothers  
2801 W Silver Springs Blvd. Ocala, Florida 34475

Sysco  
11400 SW 130<sup>th</sup> Ave. Miami, Florida 33186

Blue Ridge Farms  
9202 NW 106<sup>th</sup> Street Medley, Florida 33178

Arctica Ice Cream  
500 NE 185<sup>th</sup> Street Miami, Florida 33179

Florida Choice Foods  
5690 Washington Street Hollywood Florida 33023

# EXHIBIT A

**Page 28**

All of the companies above will be delivering fresh products on a weekly basis. All of the above have been in business for a substantial amount of time and we have a great rapport with all.

Quality equipment is purchased from several different distributors depending on what our needs are.

**C** – Kevin Bautista has been with Pastal Enterprises for fourteen years. He has supervised many stadium and arenas. Kevin will train new staff members and oversee present members. From preparation of products to quality control, and properly rotating inventory, he can manage a complete operation. Candace Caldwell has been with us for ten years. Candace was in charge of the Coral Gables Youth Center and Venetian Pool. She will perform the equivalent services and has the same experience as Kevin. As will Nicole Hall, except she has only been a part of our team for four years. All my staff has prepared and creatively come up with original menu items.

**D** – All staff members are hired through referrals and complete the food handler's exams and earn a three year certificate. They are hand picked and trained by Lisa Perlowitz or Kevin Bautista in order to become management for Pastal Enterprises.

# EXHIBIT A

Page 28 #7

## (A) Pro Forma Statement

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> year	5 year
Gross Sales	60,000	65,000	75,000	84,000	110,000
<b><u>Operating expenses</u></b>					
Utilities	1,200	1500	1800	2000	2200
Salaries	30,000	32,000	34,000	36,000	38,000
Advertising	120	130	140	150	160
Office supplies	400	100	100	100	100
Insurance	1,000	1,200	1,400	1,600	1,800
Maintenance equip	960	960	960	960	960
Telephone	440	300	300	300	300
Rent	12,000	13,200	15,000	15,000	18,000
Depreciation	2,000	2,500	2,800	3,000	3,200

Pastal Enterprises feels the economy will get stronger in two years and all will bounce back. Therefore, our estimates are low.

# EXHIBIT A

**Pg - 28**

**B** – All funds that are needed will come from a business account. If any extra funds are needed we have a special account set up with a fifty thousand dollar access limit. There is also a business credit card with a twenty eight thousand five hundred dollar limit available and nothing outstanding on the card at present time. (Please see attach statement) Pastal Enterprises does not see any need for a loan to perform this procedure start up.

**C** - After receiving the City of North Miami Beaches Request For Proposal we contacted our Certified Public Accountant and he was on vacation for the next two weeks. I substituted the last three months of one of our business bank accounts and our last statement from a business credit card to show the availability of funds. I will be happy to provide a certified financial statement at a later date if requested.

**Pg 29**

**D** - The plan for Capitol improvement is as follows: To make a Café style concession stand with a variety of delicious food items and snacks. We are going to add a hand wash sink, ice machine, sandwich press machine, popcorn machine, pizza oven, refrigerator/freezer, as well as all types of equipment to make for a clean line, smooth operation. The possibility of replacing the three part sink, taking out some cabinetry to make space for the new equipment is highly recommended. The addition of adding electricity to handle the wattage of power for the pizza oven and grills (that do not require a hood or exhaust fan) might also be a must.

# EXHIBIT A

April 16, 2004

To Whom It May Concern:

I have had a successful business relationship with Lisa Perlowitz (Pastal Enterprises) for the past five years. Lisa and her staff have done a wonderful job of providing the attendees of American Airlines Arena with consistently fresh and diverse products ranging from fresh fruit smoothies to fruit cups and fresh squeezed lemonade.

Lisa has also provided the vending staff and oversight for the sale of beer, soda, water, and a wide variety of food menu items. Lisa and her staff can always be counted on to provide the highest quality products with the utmost level of professional and courteous service. My expectations are often exceeded by Lisa's drive and determination to excel in every aspect of her operation. She has demonstrated strong management skills, and is always willing to approach a multitude of tasks with enthusiasm and determination. There have been many occasions where I have had to call upon Lisa at the last minute and have always been able to count on her support.

Lisa has done an exceptional job at American Airlines Arena and as a result was awarded the food service contracts at four Levy managed properties which recently opened in Jacksonville, Florida. Your organization will find that the addition of Lisa and her staff will quickly become an asset.

It is a pleasure to have Lisa Perlowitz as a colleague and I fully anticipate our mutually rewarding alliance to continue to for many years to come.

Please contact me should you require any clarification whatsoever.

Sincerely,

Michael Plutino  
Regional Director of Operations  
Levy Restaurants

*Levy Restaurants*



## EXHIBIT A



December 6, 2001

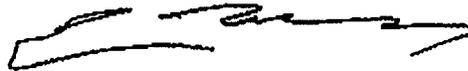
To Whom It May Concern:

Sasha & Lisa's Popcorn is under contract to provide vending services at Pro Player Stadium for Boston Concessions Group for the 2001 football season. They are responsible for providing 100 plus employees to sell various products for all Miami Dolphins home games.

They have proven themselves to perform very well in a high volume cash business. They take their responsibilities very seriously and handle intense pressure with enthusiasm.

I look forward to doing business with Sash & Lisa's Popcorn for many seasons to come.

Sincerely,



Eric Meeks  
General Manager  
Boston Concessions Group, Inc.

# EXHIBIT A

## *Flamingo Management* *Company*

November 29, 2001

The City of Coral Gables  
Purchasing Department  
Coral Gables, Florida

To Whom it May Concern.

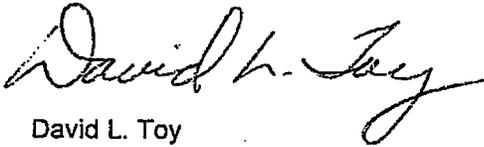
The purpose of this letter is to share with you my experience with Lisa Perlowitz of Sasha and Lisa's Popcorn.

I have known Lisa for the past seven years. Having worked with Lisa in the capacity of a client, and as a partner I can truthfully say she is energetic, truthful and honest. As a client, as General Manager for Volume Services America, I had the pleasure of contracting our Cotton Candy business to her at the Miami Beach Convention Center. Later, in my position as Director of Concessions at the American Airlines Arena I had the opportunity to use her services again. In each situation Lisa became a member of the team and was totally supportive of our goals, and objectives. Her employees were customer oriented, well trained and honest.

In the past year I have come to know Lisa as a business partner. Our companies operate the Beer Vending concession at Pro Player Stadium. Lisa has been the driving force behind our success. Her energy, enthusiasm and relentless pursuit of achieving a better product has made our venture a mutually beneficial one.

In closing, I can highly recommend Sasha and Lisa's Popcorn, and Lisa Perlowitz for any application you may find for her. You will be guaranteed success.

Yours Truly,



David L. Toy  
Vice President

EXHIBIT A  
LEVY RESTAURANTS

December 28, 2001

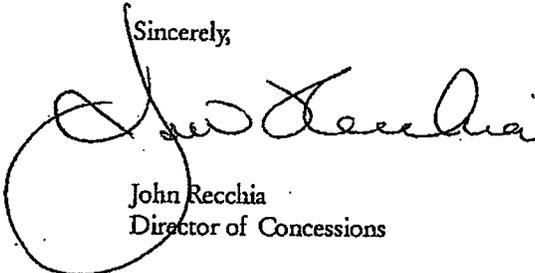
The City of Coral Gables/Purchasing Department  
Coral Gables, Florida

Dear Sir or Madam:

In my current role, I have the pleasure of doing business with Sasha & Lisa's Popcorn for 6 months. We consider Lisa to be part of our family and include her when making business decisions. This has been earned because of her involvement with the American Airline Arena from its conception. She has exceeded our expectations as a sub contractor during our partnership. Lisa and her employee's are honest and hard working individuals; these attributes have given us the ability to exceed the customer's expectation.

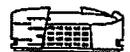
I would recommend Sasha & Lisa's Popcorn, especially Lisa Perlowitz to anyone who wants a first class operation. The pride and service provided from this company is heads above the rest.

Sincerely,



John Recchia  
Director of Concessions

601 Biscayne Boulevard • Miami, Florida 33132-1801  
Levy Restaurants  
PH: (786) 777-2013 • FAX: (786) 777-2020  
Sports & Entertainment



American Airlines Arena

First Union National Bank  
of Florida  
17401 Southeast 37th Avenue  
Miami, Florida 33157

## EXHIBIT A



December 26, 2001

Re: Sasha & Lisa's Popcorn

Dear Sir or Madam:

This letter is to state that Lisa Perlowitz D/B/A Sasha & Lisa's Popcorn has both a personal and a business relationship with this bank. She has been a personal customer of the bank since 1988 and a business customer of the bank since 1994. Ms. Perlowitz has two personal and three business accounts with us and has kept them all in good standings.

If you have any question or concerns regarding our client please call me at (305) 663-6115.

Sincerely,

A handwritten signature in black ink, appearing to read "Saqib Sakrani". The signature is stylized with loops and a horizontal line at the end.

Saqib Sakrani  
Financial Specialist.

# EXHIBIT A

QUESTIONS? 1-877-7-DAY-DIZ ANSWERS. DEDICATED  
BUSINESS BANKING SPECIALISTS ARE AVAILABLE TO ASSIST  
YOU 7 DAYS A WEEK.

PASTAL ENTERPRISES, INC.  
D/B/A SASHA & LISA'S POPCORN  
914 SW 3RD ST  
BOCA RATON FL 33486

Last statement: January 31, 2009  
This statement: February 26, 2009  
Total days in statement period: 28

Direct Inquiries to: 1 800.741.1700  
Florida Relay: 1 800.955.3771

## ACCOUNT SUMMARY

Account Number	Starting Balance	Total Debits		Total Credits		New Balance
		No.	Amount	No.	Amount	
CHECKING 0063252736	2,240.22	58	27,787.55	8	29,370.49	3,823.16

## YOUR CHECKS SEQUENCED FOR ACCOUNT # 0063252736

\* Indicates break in check # sequence  
R-Check has been returned.

Chk#	Amt	Chk#	Amt	Chk#	Amt	Chk#	Amt
9142	150.00	9199 *	144.07	9217	149.28	9235	372.66
9165 *	200.00	9200	119.70	9219 *	206.55	9236	372.66
9169 *	236.02	9205 *	38.99	9220	81.34	9237	7,308.00
9170	278.58	9206	76.03	9221	47.33	9239 *	150.00
9172 *	261.33	9207	11.57	9222	47.60	9240	25.00
9173	191.44	9208	138.99	9223	176.19	9241	45.00
9174	321.05	9209	594.51	9225 *	100.00	9256 *	2,191.12
9185 *	59.63	9210	200.00	9226	150.00	9257	102.87
9187 *	250.00	9211	135.00	9227	150.00	9258	594.51
9189 *	120.00	9212	90.00	9229 *	216.72	9260 *	26.04
9194 *	121.01	9214 *	61.00	9230	121.95		
9195	129.14	9215	211.64	9231	51.46		
9197 *	250.00	9216	47.46	9234 *	73.12		

## TOTALLY FREE BUSINESS CHECKING

## ACCOUNT # 0063252736

Date	Transactions	Subtractions(-)	Additions(+)	Balance
	Beginning Balance			2,240.22
02-Feb	Check # 9209	594.51		1,645.71
02-Feb	Check # 9172	261.33		1,384.38
02-Feb	Check # 9187	250.00		1,134.38
02-Feb	Check # 9165	200.00		934.38
02-Feb	Check # 9173	191.44		742.94
02-Feb	Check # 9142	150.00		592.94
02-Feb	Check # 9211	135.00		457.94
02-Feb	Check # 9189	120.00		337.94
02-Feb	Check # 9200	119.70		218.24
02-Feb	Check # 9212	90.00		128.24
02-Feb	Check # 9206	76.03		52.21
02-Feb	Check # 9214	61.00		8.79
02-Feb	Check # 9185	59.63		68.42
02-Feb	Check # 9205	38.99		107.41
03-Feb	Deposit		700.00	592.59

# EXHIBIT A

PASTAL ENTERPRISES, INC.

## TOTALLY FREE BUSINESS CHECKING, continued

Date	Transactions	Subtractions(-)	Additions(+)	Balance
03-Feb	Deposit		500.00	1,092.59
03-Feb	Check # 9169	236.02		856.57
03-Feb	Check # 9199	144.07		712.50
03-Feb	Check # 9195	129.14		583.36
03-Feb	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9205	32.00		551.36
03-Feb	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9185	32.00		519.36
03-Feb	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9214	32.00		487.36
04-Feb	Deposit		1,000.00	1,487.36
04-Feb	Check # 9174	321.05		1,166.31
04-Feb	Check # 9170	278.53		887.73
04-Feb	Check # 9197	250.00		637.73
05-Feb	Deposit		1,000.00	1,637.73
05-Feb	Check # 9235	372.66		1,265.07
05-Feb	Check # 9235	372.66		892.41
06-Feb	Check # 9194	121.01		771.40
09-Feb	Deposit		7,300.00	8,071.40
09-Feb	Check # 9208	138.99		7,932.41
10-Feb	Deposit		487.00	8,419.41
10-Feb	Check # 9237	7,308.00		1,111.41
10-Feb	PreAuth DR   FIA ONLINE PYMT ONLINE PMT	269.87		841.54
10-Feb	PreAuth DR   FPUC BILL PAY	225.12		616.42
11-Feb	Next Day Deposit		13,266.87	13,883.29
11-Feb	Check # 9227	150.00		13,733.29
11-Feb	Check # 9207	11.57		13,721.72
12-Feb	Withdrawal	6,000.00		7,721.72
12-Feb	Check # 9231	51.46		7,670.26
17-Feb	Check # 9210	200.00		7,470.26
17-Feb	Check # 9220	81.34		7,388.92
17-Feb	Check # 9234	73.12		7,315.80
17-Feb	Check # 9222	47.60		7,268.20
17-Feb	Check # 9221	47.33		7,220.87
17-Feb	Check # 9240	25.00		7,195.87
18-Feb	Check # 9239	150.00		7,045.87
18-Feb	Check # 9226	150.00		6,895.87
19-Feb	Check # 9229	216.72		6,679.15
19-Feb	Check # 9223	176.19		6,502.96
19-Feb	Check # 9217	149.28		6,353.68
19-Feb	Check # 9230	121.95		6,231.73
19-Feb	Check # 9225	100.00		6,131.73
23-Feb	Next Day Deposit		5,116.62	11,248.35
23-Feb	Check # 9215	211.64		11,036.71
23-Feb	Check # 9219	205.55		10,830.16
23-Feb	Check # 9216	47.46		10,782.70
23-Feb	Check # 9241	45.00		10,737.70
24-Feb	PreAuth DR   CHASE EPAY	1,000.00		9,737.70
25-Feb	Check # 9257	102.87		9,634.83
25-Feb	Check # 9260	26.04		9,608.79
27-Feb	Check # 9256	2,191.12		7,417.67
27-Feb	Withdrawal	2,000.00		5,417.67
27-Feb	Withdrawal	1,000.00		4,417.67
27-Feb	Check # 9258	594.51		3,823.16
28-Feb	Ending Balance			3,823.16

# EXHIBIT A

## BALANCE YOUR ACCOUNT IN 5 EASY STEPS!

### BALANCE ON THIS STATEMENT

Outstanding Deposits	Amount
<b>Total</b>	<b>\$</b>

1 \$ \_\_\_\_\_ **HOW TO BALANCE YOUR BANKATLANTIC ACCOUNT**

**Step #1** Enter balance shown on this statement on line 1.

2+ \$ \_\_\_\_\_ **Step #2** List any outstanding deposits from your checkbook which do not appear on this statement. Total and enter on line 2.

3 \$ \_\_\_\_\_

**Step #3** Add lines 1 and 2, and enter sub total on line 3.

**Step #4** List any outstanding withdrawals that have been entered in your check register but do not appear on this statement. Total and enter on line 4. \_\_\_\_\_

**Step #5** Subtract total withdrawals on line 4 from sub total on line 3. Enter balance on line 5.

4 - \$ \_\_\_\_\_

5 \$ \_\_\_\_\_

### SUB TOTAL

Outstanding Checks	Amount
<b>Total</b>	<b>\$</b>

### BALANCE IN YOUR CHECKBOOK

### Errors or Questions About Electronic Transactions Involving Consumer Accounts

If you suspect an error or have a question about your electronic transaction, you can contact us through four convenient options: Visit any BankAtlantic branch, 7 Days a Week; call the 24/7 Live Call Center at 1-800-741-1700 (use the automated option or speak directly to a representative), send us a secure message through our Online Banking site, or write to us at: BankAtlantic, P.O. Box 8608, Fort Lauderdale, FL 33310. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about. Explain why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, twenty (20) business days if it has been more than 30 days since the first deposit was made to the account, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

\* A few locations have limited 7 Day Branch Banking, due to building restrictions.

# EXHIBIT A

WHEN IT COMES TO BUSINESS LENDING, "ONE SIZE" DOES NOT FIT ALL. OUR EXPERIENCED SPECIALISTS CAN PROVIDE YOU WITH THE LENDING SOLUTION THAT SUITS YOU BEST. FOR SPECIAL PROJECTS, NEW EQUIPMENT, COMMERCIAL REAL ESTATE AND MORE. CALL 1-877-7-DAY-BIZ OR VISIT [BANKATLANTIC.COM/BUSINESS](http://BANKATLANTIC.COM/BUSINESS).

PASTAL ENTERPRISES, INC.  
D/B/A SASHA & LISA'S POPCORN  
914 SW 3RD ST  
BOCA RATON FL 33486

Last statement: February 28, 2009  
This statement: March 31, 2009  
Total days in statement period: 31

Direct Inquiries to: 1.800.741.1700  
Florida Relay: 1.800.955.8771

## ACCOUNT SUMMARY

Account Number	Starting Balance	Total Debits		Total Credits		New Balance
		No.	Amount	No.	Amount	
CHECKING 0063252736	3,823.16	80	24,064.61	7	29,572.85	9,331.40

## YOUR CHECKS SEQUENCED FOR ACCOUNT # 0063252736

\* Indicates break in check # sequence  
R-Check has been returned.

Chk#	Amt	Chk#	Amt	Chk#	Amt	Chk#	Amt
4004	159.00	9259	700.00	9281	493.35	9301	150.00
9218	166.88	9262	201.87	9282	365.35	9302	380.00
9233	27.54	9263	94.76	9283	308.56	9304	50.00
9238	8.97	9264	688.50	9284	500.15	9305	330.00
9242	208.25	9265	50.00	9285	305.21	9309	197.91
9243	249.26	9266	110.19	9286	322.56	9312	262.50
9244	193.96	9267	135.00	9287	183.36	9313	45.00
9245	135.76	9268	73.82	9288	337.25	9314	108.88
9246	228.67	9269	50.00	9289	42.88	9315	78.47
9247	193.68	9270	315.00	9291	181.47	9316	274.87
9248	258.43	9271	545.00	9292	170.23	9317	148.51
9249	211.13	9272	83.36	9293	143.69	9318	285.00
9250	142.45	9273	300.00	9294	300.00	9322	372.66
9251	57.93	9274	350.00	9295	64.20	9323	372.66
9252	200.00	9277	180.00	9296	73.85	9325	186.62
9253	200.00	9278	321.27	9298	158.00		
9254	200.00	9279	430.45	9299	240.00		
9255	200.00	9280	215.09	9300	52.24		

## TOTALLY FREE BUSINESS CHECKING

## ACCOUNT # 0063252736

Date	Transactions	Subtractions(-)	Additions(+)	Balance
	Beginning Balance			3,823.16
02-Mar	Check # 9264	688.50		3,134.66
02-Mar	Check # 9270	315.00		2,819.66
02-Mar	Check # 9243	249.26		2,570.40
02-Mar	Check # 9249	211.13		2,359.27
02-Mar	Check # 9242	208.25		2,151.02
02-Mar	Check # 9253	200.00		1,951.02
02-Mar	Check # 9252	200.00		1,751.02
02-Mar	Check # 9245	135.76		1,615.26
02-Mar	Check # 9267	135.00		1,480.26
02-Mar	Check # 9266	110.19		1,370.07

# EXHIBIT A

PASTAL ENTERPRISES, INC.

## TOTALLY FREE BUSINESS CHECKING, continued

Date	Transactions	Subtractions(-)	Additions(+)	Balance
02-Mar	Check # 9269	50.00		1,320.07
02-Mar	Maintenance Fee   ANALYSIS LOSS/CHG FOR 02/28/09	6.00		1,314.07
03-Mar	Deposit		1,936.44	3,250.51
03-Mar	Check # 9262	201.87		3,048.64
03-Mar	Check # 9254	200.00		2,848.64
03-Mar	Check # 9244	193.96		2,654.68
03-Mar	Check # 9247	193.68		2,461.00
03-Mar	Check # 9263	94.76		2,366.24
03-Mar	Check # 9265	50.00		2,316.24
03-Mar	Check # 9238	3.97		2,307.27
04-Mar	Check # 9271	545.00		1,762.27
04-Mar	Check # 9248	258.43		1,503.84
04-Mar	Check # 4004	159.00		1,344.84
04-Mar	Check # 9250	142.45		1,202.39
05-Mar	PreAuth DR   GM CARD SRVCS Online Pmt	465.13		737.26
05-Mar	Check # 9278	321.27		415.99
05-Mar	Check # 9246	228.67		187.32
05-Mar	Check # 9255	200.00		12.68
05-Mar	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9250	35.00		47.68
05-Mar	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 4004	35.00		82.68
05-Mar	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9248	35.00		117.68
05-Mar	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9271	35.00		152.68
06-Mar	Deposit		2,000.00	1,847.32
06-Mar	Uaf Fee Reversal		140.00	1,987.32
06-Mar	Check # 9259	700.00		1,287.32
06-Mar	Check # 9218	166.88		1,120.44
06-Mar	Check # 9268	73.82		1,046.62
06-Mar	Check # 9251	57.93		988.69
06-Mar	Unavailable/Od Fee   FOR OVERDRAFT CHECK # 9255	35.00		953.69
09-Mar	Check # 9272	83.36		870.33
10-Mar	Deposit		1,000.00	1,870.33
10-Mar	Overdraft Fee Refund		35.00	1,905.33
11-Mar	PreAuth DR   FPUC BILL PAY	8.80		1,896.53
12-Mar	Next Day Deposit		15,893.85	17,790.38
12-Mar	Check # 9293	143.69		17,646.69
12-Mar	Check # 9295	64.20		17,582.49
13-Mar	Withdrawal	5,538.28		12,044.21
16-Mar	Check # 9285	305.21		11,739.00
16-Mar	Check # 9294	300.00		11,439.00
16-Mar	Check # 9273	300.00		11,139.00
16-Mar	Check # 9299	240.00		10,899.00
16-Mar	Check # 9280	215.09		10,683.91
16-Mar	Check # 9277	180.00		10,503.91
16-Mar	Check # 9292	170.23		10,333.68
16-Mar	Check # 9288	158.00		10,175.68
16-Mar	Check # 9300	52.24		10,123.44
17-Mar	Check # 9274	350.00		9,773.44
17-Mar	Check # 9291	181.47		9,591.97
18-Mar	PreAuth DR   CHASE EPAY	500.00		9,091.97
18-Mar	Check # 9279	430.45		8,661.52
18-Mar	Check # 9288	337.25		8,324.27
19-Mar	Check # 9284	500.15		7,824.12
20-Mar	Check # 9282	365.35		7,458.77
23-Mar	Next Day Deposit		8,567.56	16,026.33
23-Mar	Check # 9283	308.56		15,717.77
23-Mar	Check # 9296	73.85		15,643.92
23-Mar	Check # 9313	45.00		15,598.92
23-Mar	Check # 9289	42.68		15,556.24
24-Mar	Check # 9287	183.36		15,372.88
25-Mar	Check # 9281	493.35		14,879.53
25-Mar	Check # 9286	322.58		14,556.97
26-Mar	Check # 9323	372.66		14,184.31
26-Mar	Check # 9322	372.66		13,811.65

# EXHIBIT A

## TOTALLY FREE BUSINESS CHECKING, continued

Date	Transactions	Subtractions(-)	Additions(+)	Balance
26-Mar	Check # 9233		27.54	13,784.11
27-Mar	PreAuth DR   CHASE EPAY	2,000.00		11,784.11
31-Mar	Check # 9302		380.00	11,404.11
31-Mar	Check # 9305		330.00	11,074.11
31-Mar	Check # 9318		285.00	10,789.11
31-Mar	Check # 9316		274.87	10,514.24
31-Mar	Check # 9312		262.50	10,251.74
31-Mar	Check # 9309		197.91	10,053.83
31-Mar	Check # 9325		186.62	9,867.21
31-Mar	Check # 9301		150.00	9,717.21
31-Mar	Check # 9317		148.51	9,568.70
31-Mar	Check # 9314		108.83	9,459.87
31-Mar	Check # 9315		78.47	9,381.40
31-Mar	Check # 9304		50.00	9,331.40
31-Mar	Ending Balance			9,331.40

### BALANCE YOUR ACCOUNT IN 5 EASY STEPS!

#### BALANCE ON THIS STATEMENT

Outstanding Deposits	Amount
Total	\$

1 \$ \_\_\_\_\_ **HOW TO BALANCE YOUR BANKATLANTIC ACCOUNT**

Step #1 Enter balance shown on this statement on line 1.

2+\$ \_\_\_\_\_ **Step #2** List any outstanding deposits from your checkbook which do not appear on this statement. Total and enter on line 2.

3 \$ \_\_\_\_\_

Step #3 Add lines 1 and 2, and enter sub total on line 3.

Step #4 List any outstanding withdrawals that have been entered in your check register but do not appear on this statement. Total and enter on line 4.

Step #5 Subtract total withdrawals on line 4 from sub total on line 3. Enter balance on line 5.

4 -\$ \_\_\_\_\_

#### SUB TOTAL

Outstanding Checks	Amount
Total	\$

#### BALANCE IN YOUR CHECKBOOK

5 \$ \_\_\_\_\_

### Errors or Questions About Electronic Transactions Involving Consumer Accounts

If you suspect an error or have a question about your electronic transaction, you can contact us through four convenient options: Visit any BankAtlantic branch, 7 Days a Week\*; call the 24/7 Live Call Center at 1-800-741-1700 (use the automated option or speak directly to a representative), send us a secure message through our Online Banking site, or write to us at: BankAtlantic, P.O. Box 8608, Fort Lauderdale, FL 33310. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about. Explain why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, twenty (20) business days if it has been more than 30 days since the first deposit was made to the account, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

\* A few locations have limited 7 Day Branch Banking, due to building restrictions.

# EXHIBIT A

WE'LL HAVE NEW WEEKEND HOURS AND DAYS OF OPERATION  
STARTING MAY 1<sup>ST</sup>. GET THE UPDATED SCHEDULE FOR YOUR  
NEIGHBORHOOD BANK ATLANTIC AND OTHER NEARBY LOCATIONS  
AT [BANKATLANTIC.COM/LOCATIONS](http://BANKATLANTIC.COM/LOCATIONS).

PASTAL ENTERPRISES, INC.  
D/B/A SASHA & LISA'S POPCORN  
914 SW 3RD ST  
BOCA RATON FL 33486

Last statement: March 31, 2009  
This statement: April 30, 2009  
Total days in statement period: 30

Direct Inquiries to: 1.800.741.1700  
Florida Relay: 1.800.955.8771

## ACCOUNT SUMMARY

Account Number	Starting Balance	Total Debits		Total Credits		New Balance
		No.	Amount	No.	Amount	
CHECKING 0063252736	9,331.40	66	18,829.43	5	31,206.56	21,708.53

## YOUR CHECKS SEQUENCED FOR ACCOUNT # 0063252736

\* Indicates break in check # sequence  
R-Check has been returned.

Chk#	Amt	Chk#	Amt	Chk#	Amt	Chk#	Amt
9213	2,716.48	9335	358.14	9353	67.58	9372	93.98
9303 *	100.00	9336	250.00	9354	27.45	9373	90.00
9306 *	235.06	9337	372.66	9355	150.00	9374	139.06
9307	244.09	9339 *	25.20	9356	200.00	9375	89.42
9308	117.30	9340	123.27	9357	150.00	9376	76.49
9310 *	126.79	9341	13.91	9358	150.00	9377	38.01
9311	126.57	9342	76.34	9359	66.70	9379 *	29.67
9319 *	242.00	9343	143.98	9360	17.03	9381 *	200.00
9320	242.00	9344	117.57	9362 *	200.40	9382	1,484.79
9324 *	150.00	9345	27.89	9363	188.46	9384 *	1,367.70
9326 *	36.66	9346	75.55	9365 *	137.41	9385	114.68
9328 *	65.93	9347	167.20	9366	143.24	9386	100.00
9330 *	31.10	9348	181.16	9367	69.97	9388 *	2,116.00
9331	64.53	9350 *	113.85	9368	200.90	9389	86.21
9333 *	200.00	9351	147.84	9370 *	78.14		
9334	1,484.79	9352	137.73	9371	115.05		

## TOTALLY FREE BUSINESS CHECKING

## ACCOUNT # 0063252736

Date	Transactions	Subtractions(-)	Additions(+)	Balance
	Beginning Balance			9,331.40
01-Apr	Deposit		1,000.00	10,331.40
01-Apr	Check # 9336	250.00		10,081.40
01-Apr	Check # 9306	235.06		9,846.34
01-Apr	Check # 9310	126.79		9,719.55
01-Apr	Check # 9340	123.27		9,596.28
01-Apr	Check # 9303	100.00		9,496.28
02-Apr	Check # 9307	244.09		9,252.19
02-Apr	Check # 9320	242.00		9,010.19
02-Apr	Check # 9319	242.00		8,768.19
02-Apr	Check # 9308	117.30		8,650.89
03-Apr	Check # 9342	76.34		8,574.55
03-Apr	Check # 9326	36.66		8,537.89

# EXHIBIT A

PASTAL ENTERPRISES, INC.

## TOTALLY FREE BUSINESS CHECKING, continued

Date	Transactions	Subtractions(-)	Additions(+)	Balance
08-Apr	Next Day Deposit		12,955.41	21,493.30
10-Apr	Check # 9311	126.57		21,366.73
10-Apr	Check # 9341	13.91		21,352.82
13-Apr	Next Day Deposit		5,007.95	26,360.77
14-Apr	Check # 9334	1,484.79		24,875.98
14-Apr	Check # 9335	368.14		24,507.84
15-Apr	PreAuth DR   GM CARD SRVCS Online Pmt	112.21		24,395.63
16-Apr	Check # 9213	2,716.48		21,679.15
16-Apr	Check # 9388	2,116.00		19,563.15
16-Apr	Check # 9337	372.66		19,190.49
16-Apr	Check # 9381	200.00		18,990.49
16-Apr	Check # 9356	200.00		18,790.49
16-Apr	Check # 9348	181.16		18,609.33
16-Apr	Check # 9358	150.00		18,459.33
16-Apr	Check # 9357	150.00		18,309.33
16-Apr	Check # 9351	147.84		18,161.49
16-Apr	Check # 9344	117.57		18,043.92
16-Apr	Check # 9385	114.68		17,929.24
16-Apr	Check # 9373	90.00		17,839.24
16-Apr	Check # 9375	89.42		17,749.82
16-Apr	Check # 9346	75.55		17,674.27
16-Apr	Check # 9345	27.89		17,646.38
16-Apr	Check # 9339	25.20		17,621.18
17-Apr	Check # 9347	167.20		17,453.98
17-Apr	Check # 9352	137.73		17,316.25
17-Apr	Check # 9350	113.85		17,202.40
17-Apr	Check # 9379	29.67		17,172.73
17-Apr	Check # 9354	27.45		17,145.28
20-Apr	Next Day Deposit		3,361.28	20,506.56
20-Apr	Check # 9382	1,484.79		19,021.77
20-Apr	Check # 9343	143.98		18,877.79
20-Apr	Check # 9353	67.58		18,810.21
20-Apr	Check # 9359	66.70		18,743.51
20-Apr	PreAuth DR   FPUC BILL PAY	8.80		18,734.71
21-Apr	Check # 9355	150.00		18,584.71
21-Apr	Check # 9389	86.21		18,498.50
21-Apr	Check # 9376	76.49		18,422.01
22-Apr	PreAuth DR   CHASE EPAY	2,000.00		16,422.01
22-Apr	PreAuth DR   SPRINT8006396111 ACHBILLPAY	194.49		16,227.52
22-Apr	Check # 9377	38.01		16,189.51
28-Apr	Check # 9384	1,367.70		14,821.81
28-Apr	Check # 9368	200.90		14,620.91
28-Apr	Check # 9362	200.40		14,420.51
28-Apr	Check # 9333	200.00		14,220.51
28-Apr	Check # 9324	150.00		14,070.51
28-Apr	Check # 9374	139.06		13,931.45
28-Apr	Check # 9386	100.00		13,831.45
28-Apr	Check # 9372	93.98		13,737.47
28-Apr	Check # 9370	78.14		13,659.33
29-Apr	Check # 9366	143.24		13,516.09
29-Apr	Check # 9365	137.41		13,378.68
29-Apr	Check # 9371	115.05		13,263.63
29-Apr	Check # 9331	64.53		13,199.10
29-Apr	Check # 9360	17.03		13,182.07
30-Apr	Next Day Deposit		8,881.92	22,063.99
30-Apr	Check # 9363	188.46		21,875.53
30-Apr	Check # 9367	69.97		21,805.56
30-Apr	Check # 9328	65.93		21,739.63
30-Apr	Check # 9330	31.10		21,708.53
30-Apr	Ending Balance			21,708.53

# EXHIBIT A

## BALANCE YOUR ACCOUNT IN 5 EASY STEPS!

### BALANCE ON THIS STATEMENT

Outstanding Deposits	Amount
<b>Total</b>	<b>\$</b>

1 \$ \_\_\_\_\_ HOW TO BALANCE YOUR BANKATLANTIC ACCOUNT

Step #1 Enter balance shown on this statement on line 1.

2+\$ \_\_\_\_\_ Step #2 List any outstanding deposits from your checkbook which do not appear on this statement. Total and enter on line 2.

### SUB TOTAL

Outstanding Checks	Amount
<b>Total</b>	<b>\$</b>

3 \$ \_\_\_\_\_

Step #3 Add lines 1 and 2, and enter sub total on line 3.

Step #4 List any outstanding withdrawals that have been entered in your check register but do not appear on this statement. Total and enter on line 4. \_\_\_\_\_

Step #5 Subtract total withdrawals on line 4 from sub total on line 3. Enter balance on line 5.

4 \$ \_\_\_\_\_

### BALANCE IN YOUR CHECKBOOK

5 \$ \_\_\_\_\_

### Errors or Questions About Electronic Transactions Involving Consumer Accounts

If you suspect an error or have a question about your electronic transaction, you can contact us through four convenient options: Visit a BankAtlantic branch, call the Customer Service Center at 1-800-741-1700 (use the automated option or speak directly to a representative), send us a secure message through our Online Banking site, or write to us at: BankAtlantic, P.O. Box 8608, Fort Lauderdale, FL 33310. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about. Explain why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, twenty (20) business days if it has been more than 30 days since the first deposit was made to the account, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

# EXHIBIT A

## Online Summary

Not an official statement

LISA D PERLOWITZ  
914 SW 3RD ST  
BOCA RATON, FL 33486



Save Money! You have \$26,910.58 available for a balance transfer at a 3.99% Annual Percentage Rate (APR)

Transfer Balance

Account #	Credit Line	Cash or Credit Avail.	Days in Billing Cycle	Closing Date	Total Min. Payment Due	Payment Due Date
Ending In 9918	\$28,500.00	\$28,461.60	31	05/18/2009	\$15.00	06/07/2009

## Recent Activity

Next Statement Closing Date: 06/17/2009

Transactions	Promotional Offer ID <sup>1</sup>	Posting Date <sup>(1)</sup>	Transaction Date <sup>(1)</sup>	Reference Number	Amount
<b>Payments and Credits</b>					
PAY BY PHONE PAYMENT	--	05/07/2009	05/07/2009	2701	-\$165.44
EXPRESS PAYMENT CHECK FEE - FEE	--	05/11/2009	05/11/2009	9974	-\$15.00
<b>Purchases and Adjustments</b>					
ANNUAL FEE	--	04/18/2009	04/18/2009		\$29.00
PAY BY PHONE FEE	--	05/07/2009	05/07/2009	2701	\$15.00
CHEVRON 0307789 - DAVIE FL	--	05/11/2009	05/09/2009	7726	\$8.94
7-ELEVEN 32857 Q05 - KISSIMMEE FL	--	05/14/2009	05/12/2009	6571	\$29.46
<b>WORLDPOINTS</b>					
38 MONTHLY EARNINGS					
0 BONUS POINTS THIS MONTH					
S M					
4,950 POINTS AVAILABLE					
GO TO FIACARDSERVICES.COM FOR POINTS					
HISTORY AND CURRENT BONUS POINT OFFERS					

<sup>1</sup> An Offer ID is associated with specific transactions such as some balance transfers, purchases, and cash advances. When associated with one of these transactions, the Offer ID indicates a promotional APR for the transaction.

## Summary of Transactions

Previous Balance	(-) Payments & Credits	(+) Cash Advances	(+) Purchases & Adjustments	(+) Periodic Rate Finance Charges	(+) Transaction Fee Finance Charges	(=) New Balance Total
\$136.44	\$180.44	\$0.00	\$82.40	\$0.00	\$0.00	\$38.40

Total Minimum Due	
Past Due Amount	\$0.00
(+) Current Payment	\$15.00
(=) Total Min. Due	\$15.00

## Finance Charge Schedule

Category	General Promotional Transaction types	Daily Periodic Rate	Corresponding APR	APR Type	Balance Subject to Finance Charge
GVN2MZCPB	BT,CB,DB	0.032849%(DLY)	11.99%	S	\$0.00
		0.005452%(DLY)	1.99%	P	\$0.00

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

Darcee S. Siegel, City Attorney

## SECTION 6.0

### 6.1 STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The City of North Miami Beach  
Procurement Management Division/Purchasing Division Room 315  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162**

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: 2009-10 Title President

Company Name: Pastal Enterprises, Inc.

Contact: Lisa Perlowitz

Address: 914 South West 3rd Street Boca Raton, Florida  
33486

Telephone: 786-255-4103 Facsimile: 786-777-2020

<input checked="" type="checkbox"/>	Reasons for "NO" Bid:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

## 6.2 REFERENCES

NAME OF COMPANY: Levy Restaurants

CONTACT PERSON: Steve Taramillo PHONE NO.: 786-777-2004

ADDRESS: 601 Biscayne Blvd - Miami, Florida 33132

NAME OF COMPANY: Coral Gables Youth Center

CONTACT PERSON: Fred Conceyo PHONE NO.: 305-460-5600

ADDRESS: 405 University Drive Coral Gables, Florida 33134

NAME OF COMPANY: Ocean Breeze

CONTACT PERSON: Joe Gayon PHONE NO.: 786-306-7986

ADDRESS: 5700 Southwest 108 Court Miami, Florida 33173

NAME OF COMPANY: Pastal Enterprises, Inc.

PRINT NAME OF COMPANY SUBMITTING RFP

SIGNATURE:   
(SIGN IN INK)

Lisa Perlowitz  
(PRINT NAME)

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

## 6.3 ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

PART I:

**LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID**

Addendum #1, Dated

Addendum #2, Dated

Addendum #3, Dated

Addendum #4, Dated

Addendum #5, Dated

Addendum #6, Dated

Addendum #7, Dated

Addendum #8, Dated

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: Pastal Enterprises, INC.

AUTHORIZED SIGNATURE:  DATE: 6/2/09

TITLE OF OFFICER: President

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

## 6.4 DRUG-FREE WORKPLACE PROGRAM

A. IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

Lisa Perlowitz

PRINTED NAME

Pastal Enterprises, Inc.

NAME OF COMPANY

6/2/09

DATE

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

## 6.5 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby". the term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property, or its use.

Tangible or intangible personal property, or its use.

A preferential rate of terms on a debt, loan, goods, or services.

Forgiveness of an indebtedness.

Transportation, lodging, or parking.

Membership dues.

Entrance fees, admission fees, or tickets to events, performances, or facilities.

Plants, flowers, or floral arrangements.

Services provided by persons pursuant to a professional license or certificate.

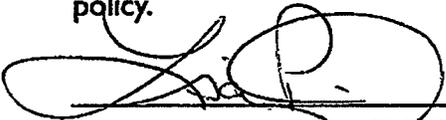
Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



SIGNATURE

Lisa Perlowitz  
PRINT NAME

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

President 6/2/09  
TITLE DATE

## 6.6 BID SIGNATURE PAGE FOR A CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President	<u>Lisa Perlowitz</u>	<u>914 South West 3<sup>rd</sup> Street</u> <u>Boca Raton, Florida 33486</u>
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Bid, as principals, are as follows:

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

Post Office Address 914 South West 3<sup>rd</sup> Street  
Boca Raton, Florida 33486

BIDDER: Postal Enterprises, Inc.  
(CORPORATE NAME)  
[Signature]  
PRESIDENT'S SIGNATURE

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: \_\_\_\_\_

# EXHIBIT A

City of North Miami Beach, Florida

RFP #2009-10

---

---

## 6.7 BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Bid, as principals, are as follows:

---

---

---

---

---

---

BIDDER

\_\_\_\_\_  
(FIRM NAME)

Witnesses:

(SEAL)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE

City in which fictitious name is registered.  
\_\_\_\_\_

# EXHIBIT A-1

City of North Miami Beach, Florida

RFP #2009-10

Attach a copy of proof of registration

## 6.8 FORM A-1

### PRICE PROPOSAL SCHEDULE

Proposer shall guarantee that no monthly payment to the City shall be less than five hundred dollars (\$500.00) regardless of the Percentage of Gross Receipts in that month. The successful Proposer must allow the City to verify revenues and receipts by providing real time cash register receipts to the City. Any additional proof of said revenues and receipts must be made available to the City on a monthly basis and/or as requested.

#### 1. Guaranteed Percentage of Gross Receipts

The Proposer shall pay to the City a (20 %) percentage payment of total monthly gross receipts. *over the next couple of years as the economy gets stronger we can increase the percentage rate.*

#### 2. MINIMUM CAPITAL IMPROVEMENTS

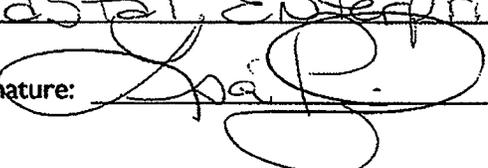
The Proposer shall make a minimum capital improvements of Approximately Thirty dollars (\$30,000) in the City Hall Café. *Thousand*

Note: City will evaluate for scoring purposes the actual dollar amount resulting from calculating percentage and Projected Gross receipts.

The Proposer must submit the Price Proposal in an envelope or package, sealed separately from the Technical Proposal, clearly marked on the sealed envelope or package "PRICE PROPOSAL SCHEDULE", together with the Proposer's name, RFP Number and RFP title.

The Proposer's price shall be submitted on this **Form A-1** "Price Proposal Schedule", and in the manner stated herein, without exception or any qualification; there is no exception allowed to this requirement. Proposers who do not submit pricing in accordance with Form A-1 will not receive evaluation points for the Price portion.

Proposer: Pastal Enterprises, Inc

Authorized Signature: 

Print Name & Title Lisa Perlowitz, President

Federal Employer Identification Number: 65-0662332

Address: 914 South West 3rd Street Boca Raton, Florida 33486

# EXHIBIT A-1

City of North Miami Beach, Florida

RFP #2009-10

City/State/Zip: Boca Raton, Florida 33486 Telephone: 786-255-4103

**MEMORANDUM**

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

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

**DATE:       July 7, 2009**

---

**RE:    RESOLUTION NO. R2009-43  
          UPFRONT FEES AND CHARGES**

---

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING  
THAT NO SERVICES, LICENSING OR PROCESSING BE  
PERFORMED BY ANY DEPARTMENT OR EMPLOYEE OF THE  
CITY UNLESS THE RECIPIENT/APPLICANT OF SAID  
SERVICES/LICENSING/PROCESSING HAS FIRST PAID ALL  
FEES REQUIRED IN CONNECTION THEREWITH.**

**City of North Miami Beach  
Interoffice Memorandum**



---

*City Manager's Office*

**TO:** Mayor & Council  
**FROM:** Kelvin L. Baker, City Manager  
**DATE:** June 30, 2009

A handwritten signature in black ink, appearing to be "K. Baker", written over the "FROM" line.

---

**RE: Approval of Resolution R2009-43 Upfront Fees and Charges**

---

**BACKGROUND:**

The City of North Miami Beach departments provide many services to businesses, residents and property owners in the City, which have upfront or ongoing fees and charges associated with those services. In an attempt to be more user-friendly and cooperative, such services are often provided prior to the collection of fees. Hundreds of employee hours have been spent providing services that require fees where the applications are eventually abandoned and the fees are never paid.

**RECOMMENDATION:**

It is respectfully recommended that the proposed resolution be adopted that no services, licensing or processing be performed by any department or employee of the city unless the recipient/applicant of said services/licensing/processing has first paid all fees required in connection therewith.

**FISCAL IMPACT:**

Protection against uncollected fees.

**CONTACT PERSON:**

Kelvin L. Baker, City Manager

**Cc:** Phyllis S. Smith, Councilwoman  
Darcee S. Siegel, City Attorney  
Susan A. Owens, City Clerk

**RESOLUTION NO. R2009-43**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING THAT NO SERVICES, LICENSING OR PROCESSING BE PERFORMED BY ANY DEPARTMENT OR EMPLOYEE OF THE CITY UNLESS THE RECIPIENT/APPLICANT OF SAID SERVICES/LICENSING/PROCESSING HAS FIRST PAID ALL FEES REQUIRED IN CONNECTION THEREWITH.**

**WHEREAS**, many different services provided by City of North Miami Beach departments and/or employees to businesses, residents and property owners in the City have up-front or ongoing fees and charges associated with those services; and

**WHEREAS**, in an attempt to be more user-friendly and cooperative, such services are often provided prior to the collection of fees; and

**WHEREAS**, many hundreds of employee hours have been spent providing services that require fees where the applications are eventually abandoned and the fees are never paid; and

**WHEREAS**, the Mayor and City Council deem it in the best interest of the City, its residents and citizens to protect the fiscal integrity of the fee process and require that all appropriate fees be collected prior to the provision of the services and/or processing of applications.

**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 City Manager is hereby directed to require all departments and employees to collect all appropriate fees and charges prior to providing the services or processing the applications engendering those fees.

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

ATTEST:

\_\_\_\_\_  
SUSAN OWENS  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
MYRON ROSNER  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
DARCEE S. SIEGEL  
CITY ATTORNEY

SPONSORED BY: Councilwoman Phyllis Smith  
Mayor and Council

**MEMORANDUM**

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

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

**DATE:       July 7, 2009**

---

**RE:    RESOLUTION NO. R2009-44  
          BOARD APPOINTMENT PROCEDURES**

---

**A RESOLUTION ESTABLISHING POLICY AND  
PROCEDURES FOR THE APPOINTMENT BY CITY  
COUNCIL OF MEMBERS TO THE CODE ENFORCEMENT  
BOARD, THE PLANNING AND ZONING BOARD AND THE  
PUBLIC UTILITIES COMMISSION OF THE CITY OF  
NORTH MIAMI BEACH, FLORIDA.**



# City of North Miami Beach

## Interoffice Memorandum

**CITY ATTORNEY'S OFFICE**

Phone: (305) 948-2939

Fax: (305) 787-6004

---

**TO: Mayor & Council**

**FROM: Darcee S. Siegel, City Attorney**

**DATE: July 7, 2009**

---

**RE: Approval of Resolution R2009-44 Board Appointment Procedures**

---

**BACKGROUND:**

The City is in need of providing a fair and workable procedure for the appointment of Members to the Code Enforcement Board, Planning and Zoning Board and Public Utilities Commission, that will provide a broad cross-section of qualified and interested citizens. These particular boards deal with crucial areas of the City's operations and have significant input into the function and development of our City.

**RECOMMENDATION:**

It is respectfully recommended that the proposed resolution be adopted to allow the Mayor and Council to appoint members to the Code Enforcement Board, Planning and Zoning Board, and Public Utilities Commission on an ongoing rotating basis starting with Seat 1, the Mayor, and proceeding numerically to each other seat as appointments come due. Each of the three listed Boards shall have a separate ongoing appointment rotation. For purposes of this rotation, alternates shall be treated as regular members.

**FISCAL IMPACT:**

None.

**CONTACT PERSON:**

Darcee S. Siegel, City Attorney

cc: Myron Rosner, Mayor  
Kelvin L. Baker, City Manager  
Susan Owens, City Clerk

**CITY OF NORTH MIAMI BEACH**

**PLANNING AND ZONING BOARD**

**Established:** Ordinance No. 79-20  
 7 Members / 2-Year Terms  
 Meetings: 2<sup>nd</sup> Monday of each month at 7:00 p.m.

**Liaison:** Councilman John Patrick Julien

**Staff:** Chris Heid, City Planner  
 Terrell Williams, Board Secretary

	<u>NAME</u>	<u>ADDRESS</u>	<u>HOME TEL #</u>	<u>OTHER #</u>	<u>EXPIRES</u>	<u>INIT APPT</u>
1.	DRUMHELLER, D.D. Thompson	16570 NE 26 <sup>th</sup> Avenue, #3-E, NMB, FL 33160	305-944-9784	305-439-0358	6/1/09	12/06/05
2.	LaPORTE, Norman, <u>Chair</u>	3321 NE 170 <sup>th</sup> Street, NMB, FL 33160	305-949-3495	305-651-4280	6/01/10	12/06/94
3.	LOLI, Orlando, <u>Vice-Chair</u>	3384 NE 167 <sup>th</sup> Street, NMB, FL 33160	305-949-3914	305-379-4545 Cell: 305-206-8234	6/01/10	5/17/94
4.	McFARLEY, Mary	18201 NE 10 <sup>th</sup> Avenue, NMB, FL 33162	305-651-3331		6/1/09	11/16/93
5.	MOSHER, Michael Allen	19240 NE 20 <sup>th</sup> Court, NMB, FL 33179	305-931-8394	954-920-5030	6/1/09	12/21/04
6.	PIPER, Evan Scott	16425 NE 32 <sup>nd</sup> Avenue, NMB, FL 33160	305-947-9499	305-940-2030	6/01/10	5/18/99
7.	SUAYA, David E.	16570 NE 35 <sup>th</sup> Avenue, NMB, FL 33160	305-948-3763	305-579-8679	6/01/10	6/16/98

**Revised on 06/26/09:**

- 1) To reflect the reappointment of members whose term expired on June 1, 2008.
- 2) To reflect the removal of Tom Vageline, Director of Community Development, who has retired from the City.
- 3) To reflect the current Board Secretary, Terrell Williams.
- 4) To reflect the current Liaison, Councilman John Patrick Julien.

CITY OF NORTH MIAMI BEACH

PUBLIC UTILITIES COMMISSION

Established: Ordinance No. 79-20  
 7 Members / 2-Year Terms  
 Meetings: 2<sup>nd</sup> Thursday of each month at 6:00 p.m.

Liaison: Mayor Myron Rosner

Staff: Martin King, Public Service Director  
 Deya Manzanares, Commission Secretary

	<u>NAME</u>	<u>ADDRESS</u>	<u>HOME TEL #</u>	<u>OTHER #</u>	<u>EXPIRES</u>	<u>INIT APPT</u>
1.	AZEVEDO, Carlos	1740 NE 175 <sup>th</sup> St., NMB, FL 33162	305-947-4374	888-347-2517	6/01/10	7/7/98
2.	BANDKLAYDER, Milton	4000 NE 170 <sup>th</sup> St., NMB, FL 33160	305-940-6008	305-552-5355	6/01/10	7/7/98
3.	COOK, Charles, <u>Chair</u>	1980 NE 175 <sup>th</sup> St., NMB, FL 33162	305-944-2878	954-924-3737 Cell: 305-801-9512	6/01/10	6/16/98
4.	ELLIOTT, Billy Anthony	2023 NE 173 <sup>rd</sup> St., NMB, FL 33162	305-940-1118	305-592-3580	6/1/09	10/11/05
5.	FORBES, Ingrid	1849 NE 181 <sup>st</sup> St., NMB, FL 33162	305-947-8109	Cell: 786-273-5307	6/1/10	10/21/08
6.	IGNACIO, Camilo P.	810 NE 182 <sup>nd</sup> Terr., NMB, FL 33162	305-653-6444	Cell: 305-372-6671 Bus: 305-372-6671	6/1/10	10/21/08
7.	VILENSKI, Gita	17750 NE 9 <sup>th</sup> PL., NMB, FL 33162	305-653-2262	Cell: 786-201-6347 305-653-1440	6/1/09	6/6/95
<i>Ex-Officio Members</i>						
1.	SCHWARTZBERG, Leo M.	990 NE 175 <sup>th</sup> St., NMB, FL 33162	305-651-4660	954-658-1989	6/01/10	2/7/95

Revised on 06/26/09:

- 1) To reflect the removal of member Richard Goodman who has resigned (moving out of state).
- 2) To reflect the reappointment of members whose term expired on June 1, 2008.
- 3) To reflect the removal of Joann Truntz, who has retired from the City.
- 4) To reflect the addition of Deya Manzanares as Commission Secretary.
- 5) To reflect the appointment of Ingrid Forbes and Camillo Ignacio.
- 6) To reflect Mayor Myron Rosner as current Liaison.
- 7) To reflect Martin King, Public Service Director as staff.

CITY OF NORTH MIAMI BEACH

CODE ENFORCEMENT BOARD

**Established:** Ordinance No. 80-43, 80-67, and 82-21  
 7 Members / 3-Year Term  
 (Architect, Businessman, Engineer, General Contractor, Sub-Contractor, or Realtor)  
 Meetings: 2<sup>nd</sup> Thursday of each month at 6:00 p.m. in Council Chambers.

**Liaison:** Councilman Philippe Derosé

**Staff:** Sharon Ragoonan, Assistant Director of Community Development  
 Javier Acevedo, Comprehensive Planner  
 Craig Southern, Assistant City Planner  
 Darcee Siegel, City Attorney  
 Sheila Fass, Board Secretary

<u>NAME</u>	<u>ADDRESS</u>	<u>HOME TEL #</u>	<u>OTHER #</u>	<u>EXPIRES</u>	<u>INIT APPT</u>
1. LEVIN, Michael,	1182 NE 176 <sup>th</sup> Terr., NMB, FL 33162	305-653-6298	954-458-4900 (110)	6/01/11	10/6/98
2. MOSES, Barry, Vice Chair	18341 NE 21 <sup>st</sup> Ct., NMB, FL 33179	786-325-3145	305-931-5942	6/1/09	9/20/01
3. ROLAND, Peter A., Chair	13674 NE 20 <sup>th</sup> Ct., NMB, FL 33181		C/786-287-8471	6/01/11	6/4/91
4. ST. HILAIRE, Edouard U.	2080 NE 186 <sup>th</sup> Dr., NMB, FL 33179	305-937-3096	305-655-3591	6/1/09	3/4/03
5. STONE, Sally A., Secretary	2420 NE 135 <sup>th</sup> Ln., NMB, FL 33181	305-949-1341	305-899-2027	6/01/11	8/20/02
6. TARANTO, Dale D.	3923 NE 166 <sup>th</sup> St., NMB, FL 33160	305-949-7137	C/305-753-9665	6/1/09	6/19/06

ALTERNATES

Established: Ordinance No. 91-2  
 2 Members/ 3-Year Term

An alternate can serve only in the absence of a regular member.

1. BOLES, Alfred A.	1395 NE 181 <sup>st</sup> St., NMB, FL 33162	305-944-4212	C: 305-968-3215	6/01/11	2/15/05
2. HIRSCH, Stacy Jill	19461 NE 19 <sup>th</sup> Place, NMB, FL 33179	305-937-4545	305-993-1786	6/1/10	9/18/07
			C: 954-609-1274		

Revised on 06/26/09

- 1) To reflect the reappointment of members whose term expired on June 1, 2008.
- 2) To reflect Peter Roland, as Chair; Barry Moses as Vice-Chair and Sally Stone as Secretary.
- 3) To reflect status of Darcee Siegel as City Attorney.
- 4) To reflect the removal of Tom Vageline, Director, who has resigned from the City.
- 5) To reflect the removal of Peter Roland's home telephone number and to add his cellular number.
- 6) To reflect Javier Acevedo as Comprehensive Planner and Craig Southern as Assistant City Planner.
- 7) To reflect removal of Barbara Kramer, who resigned upon being elected Councilwoman.

**RESOLUTION NO. R2009-44**

**A RESOLUTION ESTABLISHING POLICY AND PROCEDURES FOR THE APPOINTMENT BY CITY COUNCIL OF MEMBERS TO THE CODE ENFORCEMENT BOARD, THE PLANNING AND ZONING BOARD AND THE PUBLIC UTILITIES COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA.**

**WHEREAS**, the City of North Miami Beach has a Code Enforcement Board, a Planning and Zoning Board, and a Public Utilities Commission, all of which deal with crucial areas of City operations and have significant input into the function and development of our City; and

**WHEREAS**, each of these Boards/Commissions consist of seven regular members who are to be appointed by the City Council; and

**WHEREAS**, the Code Enforcement Board also has two alternate members to be appointed by the City Council; and

**WHEREAS**, the Mayor and City Council deem it to be in the best interests of the citizens and residents of the City to establish a fair and workable procedure for the appointment of Board members that will enable each Board to have a broad cross-section of qualified and interested citizens participating in the governance process.

**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.** Appointments to the Code Enforcement Board, the Planning and Zoning Board, and the Public Utilities Commission shall be made by the Mayor and Council persons on

**RESOLUTION R2009-44**

an ongoing rotating basis, starting with seat 1, the Mayor, and proceeding numerically to each other seat, as appointments become due.

Each of the three listed Boards shall have a separate ongoing appointment rotation. For purposes of this rotation, alternates shall be treated as regular members.

**Section 3.** The City Clerk shall maintain a record of all appointments for these three boards to ensure the fair and accurate operation of this system of rotations.

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

ATTEST:

\_\_\_\_\_  
SUSAN OWENS  
CITY CLERK

\_\_\_\_\_  
MYRON ROSNER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
DARCEE S. SIEGEL  
CITY ATTORNEY

SPONSORED BY: Mayor Myron Rosner  
City Council

**MEMORANDUM**

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

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

**DATE:       July 7, 2009**

---

**RE:   RESOLUTION NO. R2009-45  
      MISHCON PARK GRANT APPLICATION**

---

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
AUTHORIZING THE APPLICATION FOR A GRANT  
FROM THE SAFE NEIGHBORHOOD PARKS BOND  
PROGRAM.**

# City of North Miami Beach Memorandum



*City Manager's Office*

**TO:** Mayor and City Council  
**FROM:** Kelvin L. Baker, City Manager  
**DATE:** June 30, 2009

A handwritten signature in black ink, appearing to be "K. Baker", written over the "FROM:" line.

**RE:** Approval of Resolution to apply for grant funds from Miami-Dade County Safe Neighborhood Parks Bond Program

## **BACKGROUND:**

Miami-Dade County has issued Safe Neighborhood General Obligation (SNP) Bonds for the purpose of financing capital improvement programs for parks, beaches, natural areas and recreation facilities. The county's bond ordinance provides for eligible municipalities to apply for grants to fund projects from the SNP Bond Program. This \$1,068,000 grant application is for the first phase of renovations that will be conducted at Mishcon Park, located at 16601 NE 15th Avenue. Phase One of the renovations will consist of removal of existing grass, installation of approximately 130,000 Square Feet of Artificial turf and perimeter fencing.

## **RECOMMENDATION:**

It is respectfully recommended that this grant be approved for submission to Miami-Dade County for funding.

**FISCAL IMPACT:** No current fiscal impact

**CONTACT PERSON:** Beryl Glansberg

c: Darcee S. Siegel, City Attorney  
Susan A. Owens, City Clerk  
Miriam Bensinger, Assistant City Attorney

**RESOLUTION NO. R2009-45**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
AUTHORIZING THE APPLICATION FOR A GRANT  
FROM THE SAFE NEIGHBORHOOD PARKS BOND  
PROGRAM.**

**WHEREAS**, the citizens of Miami Dade County have authorized the issuance of general obligation bonds (the "Bonds) for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

**WHEREAS**, to implement and give effect to the bond program, Miami Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

**WHEREAS**, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

**WHEREAS**, in order to foster those important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and

**WHEREAS**, the passage of this resolution and the acts contemplated by this resolution are conditions to obtaining a grant, pursuant to the terms of the Ordinance; and

**WHEREAS**, the City of North Miami Beach wishes to make application for the grant monies for the projects listed below subject to all terms and conditions of the Ordinance.

**NOW, THEREFORE,**

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

**Section 1.** The Mayor and Council of the City of North Miami Beach hereby authorize the City Manager or his designee to make application for a grant for the projects and in the amount listed below, and in connection with such application to execute such grant agreement and other contracts and documents required, to expend Safe Neighborhood Parks bond funds received for the purposes described in the funding request, to execute any necessary amendments to the grant application and contracts, and to take such other acts as may be necessary to bind the City of North Miami Beach and accomplish the intent of this resolution. Application shall be made with respect to each of the following projects (the "Projects") in the amounts set forth below.

<b><u>Grant Title</u></b>	<b><u>Total Grant</u></b>
<b>SAFE NEIGHBORHOOD PARKS BOND PROGRAM</b>	<b>\$1,068,000</b>
<b>Mishcon Park Renovation Phase I</b>	

**Section 2.** The City of North Miami Beach shall complete each of the Projects in accordance with the terms of the grant agreement, the Ordinance, and the administrative rules authorized by the Citizens' Oversight Committee (the "Committee") to implement the Ordinance. If the total cost of a Project exceeds the value allocated in the grant, then the City of North Miami Beach will provide any supplemental funds required to complete the Project.

In the event that supplemental funds are necessary for the completion of the Project, as of the point in time that it is known that supplemental funds are needed, City of North Miami Beach will demonstrate that such supplemental funds have been committed to the Project prior to

and as a condition of disbursement or further disbursement of grant funds. The requirement for City of North Miami Beach to provide any supplemental funds required to complete the Project may, at the sole discretion of the Committee, be modified in whole or in part by a reduction in scope of work consistent with the Ordinance.

**Section 3.** The City of North Miami Beach recognizes and directs that any beach, park, or other public facility acquired, developed, rehabilitated or restored with bond funds, including the Projects, shall be open and accessible to the public without discrimination as to race, color, gender, age, religion, belief, residence, natural origin, marital status or disability.

**Section 4.** To the extent allowed by law, the City of North Miami Beach shall commit any and all funds, which may be required to operate, maintain and provide programming at each park project upon its completion.

**Section 5.** No substitution in capital project funding by the City of North Miami Beach shall occur as a result of the grant for which City of North Miami Beach is applying.

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

ATTEST:

\_\_\_\_\_  
SUSAN OWENS  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
MYRON ROSNER  
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:       JULY 7, 2009**

---

**RE:    ORDINANCE NO. 2009-13  
          ECONOMIC DEVELOPMENT COMMISSION**

---

**AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS SECTION 2-49 ECONOMIC DEVELOPMENT COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; AMENDING AND REVISING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; 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.**



# City of North Miami Beach Interoffice Memorandum

**CITY ATTORNEY'S OFFICE**

**Phone: (305) 948-2939**

**Fax: (305) 787-6004**

---

**TO: Mayor and City Council**  
**FROM: Darcee S. Siegel, City Attorney**  
**DATE: July 7, 2009**

---

**RE: Ordinance No. 2009-13 Economic Development Commission**

---

This proposed ordinance updates and makes more relevant the duties, functions and responsibilities of the City's Economic Development Commission. It also eliminates the provision of ex-officio members.

DSS/mht

**ORDINANCE NO. 2009-13**

**AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS SECTION 2-49 ECONOMIC DEVELOPMENT COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; AMENDING AND REVISING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; 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 Economic Development Commission was established by the City thirty years ago; and

**WHEREAS**, it has been determined by the Mayor and City Council of the City of North Miami Beach that the duties and role of the Economic Development Commission in promoting awareness and stimulating growth of the City's economy remain an important and integral component of the City's financial health and vitality; and

**WHEREAS**, the Mayor and City Council desire to amend and update the duties and responsibilities of the Commission to reflect current concerns.

**NOW, THEREFORE,**

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

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** Section 2-49 Economic Development Commission of the Code of Ordinances of the City of North Miami Beach, Florida is hereby amended, as follows:

**CHAPTER II STRUCTURE OF CITY GOVERNMENT  
ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS**

**2-49 ECONOMIC DEVELOPMENT COMMISSION.**

**2-49.1 Created; Membership.**

There is hereby created and established the City of North Miami Beach Economic Development Commission, which Commission shall consist of up to fifteen (15) members appointed by the City Council. (1957 Code § 2-62[a]; Ord. No. 79-20 § 3(B), 9-4-79)

**2-49.2 Terms.**

Members shall be appointed for terms to commence on June 1 of the year of appointment, and appointments shall be for two (2) years except for appointments to fill unexpired terms which shall be for the remainder of the unexpired term. (1957 Code § 2-62[b]; Ord. No. 79-20 § 3(B), 9-4-79)

**2-49.3 Quorum; Voting.**

A quorum shall consist of nine (9) of the duly appointed members of the Commission. The necessary vote for the passage of any motion or for the adoption of any reports by the Commission shall be a majority vote of those present and qualified to vote. (1957 Code § 2-62[c]; Ord. No. 79-20 § 3(B), 9-4-79)

**2-49.4 Compensation.**

All members shall serve without compensation, including the chairperson, vice-chairperson and secretary. (1957 Code § 2-62[d]; Ord. No. 79-20 § 3(B), 9-4-79)

**2-49.5 Meetings.**

Regular meetings shall be scheduled at least once a month. (1957 Code § 2-62[e]; Ord. No. 79-20 § 3(B), 9-4-79)

**~~2-49.6 Ex Officio Members.~~**

~~—Ex officio members of the Commission shall include the Mayor, City Councilmembers, the chairperson of the Planning and Zoning Board, the Director of Community Affairs and any other public officials that the City Council may deem appropriate. (1957 Code § 2-62[f]; Ord. No. 79-20 § 3(B), 9-4-79)~~

**2-49.7 Guidelines for Appointments.**

In determining who should be appointed as members of the Commission, the Council should include a fair balance and reasonable number of labor, business and other interested persons. Notwithstanding the provisions of subsection 2-32.1, members of this Commission need not be residents or maintain residency in the City of North Miami Beach, so long as they own commercial property in the City or have and maintain an business tax receipt entitling them to

conduct business in the City. (1957 Code § 2-62(g); Ord. No. 79-20 § 3(B), 9-4-79; Ord. No. 2004-8 § 2; 6-15-2004)

## **2-49.8 Duties; Responsibilities.**

The Commission shall have the following duties, functions and responsibilities:

~~a. To keep the general public informed of the various programs through news releases or other means; To encourage and promote the development and growth of new and existing businesses within the City;~~

~~b. If appropriate, to meet at various locations in the community for easier and wider public access;~~

~~e. b. To encourage employment of area residents and invite various staff members of the Florida Department of Community Affairs, as well as other State agencies, to attend meetings in order to gain advice on any problems and to become informed of available programs and services provided by various State agencies;~~

~~d. c. To determine and report to the City Council on the present condition of the local economy;~~

~~e. d. To determine and report ways to stimulate tourism in and around business growth and development in the City;~~

~~f. e. To determine and report a method by which poverty can be reduced or eliminated in the City; To improve the relationship and to foster a positive and creative liaison between local government and local business in the City;~~

~~g. f. To establish improvement of and enhance the downtown area of the City, namely, 163rd Street-Hanford Boulevard and other areas, as appropriate;~~

~~g. To interface with neighboring marketing councils and chambers to encourage business opportunities in the City;~~

~~h. To serve as a voice to the City Council to promote local businesses; and~~

~~i. To perform such other duties as may be assigned by the City Council from time to time. (1957 Code § 2-62[h]; Ord. No. 79-20 § 3(B), 9-4-79).~~

**Section 3.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 4.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5.** 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:**

\_\_\_\_\_  
**SUSAN OWENS**  
**CITY CLERK**

**(CITY SEAL)**

\_\_\_\_\_  
**MYRON ROSNER**  
**MAYOR**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**DARCEE S. SIEGEL**  
**CITY ATTORNEY**

**Sponsored by: Councilwoman Beth Spiegel**  
**Councilwoman Phyllis Smith**  
**Mayor and City Council**

**MEMORANDUM**

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

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

**DATE:       JULY 7, 2009**

---

**RE:    ORDINANCE NO. 2009-15  
         POLITICAL SIGNS**

---

**AN ORDINANCE AMENDING SECTION 24-147.2(D) POLITICAL SIGNS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; ELIMINATING POSTER SIGNAGE; LIMITING TIME SIGNS MAY BE DISPLAYED; INCREASING BOND SECURING REMOVAL OF SIGNS; REGULATING PLACEMENT OF SIGNS; MAKING THE CODE ENFORCEMENT BOARD RESPONSIBLE FOR VIOLATIONS OF THIS SECTION; 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.**



# City of North Miami Beach Interoffice Memorandum

**CITY ATTORNEY'S OFFICE**

**Phone: (305) 948-2939**

**Fax: (305) 787-6004**

---

**TO: Mayor and Council**

**FROM: Darcee S. Siegel, City Attorney**

**DATE: July 7, 2009**

---

**RE: Proposed Political Signs Ordinance**

---

It is proposed that the Political Signage sections of the City's Land Development Regulations be amended to accomplish the following goals:

1. Reduce the size of allowable campaign signage on non-residential properties.
2. Limit the number of campaign signs on non-residential property to 25 per candidate citywide.
3. Limit residential signage to one sign per candidate per property.
4. Make political candidates financially responsible for the costs of removing signs after elections.
5. Forbidding the placement of political signs until the March 1 before an election.
6. Requiring removal of signage within 10 days after election.
7. Increasing the performance bond from \$200 to \$250 to guarantee compliance of candidates.
8. Requiring affidavits from candidates attesting to non-residential property owners' consent to signage.

DSS/mht

**ORDINANCE NO. 2009-15**

**AN ORDINANCE AMENDING SECTION 24-147.2(D) POLITICAL SIGNS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; ELIMINATING POSTER SIGNAGE; LIMITING TIME SIGNS MAY BE DISPLAYED; INCREASING BOND SECURING REMOVAL OF SIGNS; REGULATING PLACEMENT OF SIGNS; MAKING THE CODE ENFORCEMENT BOARD RESPONSIBLE FOR VIOLATIONS OF THIS SECTION; 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**, courts have recognized the right of jurisdictions to enact reasonable time, place and manner restrictions related to signs while not restricting the First Amendment rights of groups and individuals wishing to express their views by placing political or campaign signs in their yards, *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S. Ct. 2038 (1994); and

**WHEREAS**, the City of North Miami Beach recognizes the First Amendment rights of those wishing to express their views on certain issues and candidates; and

**WHEREAS**, the Mayor and City Council of North Miami Beach believe that the manner of erection, location and maintenance of signs affects the public health, safety, morals and welfare of the citizens of North Miami Beach; and

**WHEREAS**, the Mayor and City Council of North Miami Beach recognizes that the safety of motorists, cyclists, pedestrians, and other users of public streets is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers; and

**WHEREAS**, the City of North Miami Beach wants to promote public safety by avoiding visual clutter, reducing conflicts between and among signs, and requiring removal of signs in a timely manner.

**NOW, THEREFORE,**

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

**ORDINANCE NO. 2009-15**

Section 1. The foregoing recitals are true and correct.

Section 2. Section 24-147.2(D) of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended as follows:

**Section 24-147.2 Temporary Signs Allowed**

**(D) *Political Signs.***

(1) Temporary signs advertising a candidate for public office, a political campaign, measure or issue scheduled for an election are permitted subject to the following restrictions:

(a) **Standards.** No sign, poster, banner or placard of any type shall be permitted in the City of North Miami Beach advertising any political campaign, issue or candidate for public office with the following exceptions:

1. **Residential Zoning Districts.** Temporary Political Signs of a size not to exceed six hundred sixteen (616) square inches per sign may be displayed ~~from any business establishment or~~ on any residential property with the consent of the owner. **No more than one sign per candidate per residential property shall be allowed.**

2. **Non-residential Districts.** A candidate for public office may display signs ~~or a banner~~ of a size not to exceed ~~thirty-two (32)~~ **twelve (12)** square feet per sign on non-residential private property with the consent of the owner. **No more than twenty-five (25) such signs per candidate shall be allowed citywide.**

3. **Placement on Utility Poles, Trees or in Public Right of Way.** No sign, poster, banner or placard of any type shall be affixed, painted, tacked, nailed to any utility poles, trees or structures or otherwise displayed, placed or located on any state, County or City rights-of-way and/or median strips within the City limits.

4. **Signs on Vehicles.** Bumper strips or stickers affixed to vehicles **shall be safely and securely attached.**

5. Prohibited Signs. Except for pole signs and banners, which are permitted as provided in this section, all signs prohibited by Section 24-143 of the Code of Ordinances of the City of North Miami Beach remain prohibited for all purposes.

(b) Procedures.

1. Removal of Illegal Signs. Any signs found to be in violation of the above subsections shall be removed immediately and without discretion by the City Manager and/or designee.

2. Bond. Every candidate for public office, except those who qualify to run by the alternative method, who wishes to display signs, banners, placards, etc., on real property located in the City of North Miami Beach must post a cash bond or a performance bond in the amount of two hundred ~~and fifty~~ (\$250.00) (\$200.00) dollars with the City of North Miami Beach before posting any such sign, banner, placard or poster in the City. This requirement is not applicable to signs and bumper stickers affixed to or located in or on automobiles.

3. Affidavit of Candidates. Each candidate shall file an Affidavit with the City Clerk specifying the location of each sign placed on non-residential property and attesting to the property owner's knowledge and consent.

Version approved and recommended by Planning & Zoning Board:

3. Affidavit of Candidates. Each candidate shall file an Affidavit with the City Clerk attesting to the property owner's knowledge and consent for placement of a sign on any property. As to non-residential property only, each candidate shall file an Affidavit with the City Clerk specifying the location of each sign.

4. Date of Installation. No political sign shall be displayed, erected or installed prior to the March 1 immediately preceding any election which is the subject matter of such sign.

**3. 5. Date of Removal.** Each and every sign posted by said candidate or his supporters must be removed within seven ~~(7)~~ ten (10) days from the day of the election in which said candidate's victory or defeat is actually determined.

**4. 6. Responsibility for Removal.** For purposes of this chapter, each political candidate is responsible for each sign advertising his or her candidacy, regardless of who posted the sign or whether the sign is posted with authorization from the political candidate. The person or persons posting a political candidate's campaign sign, poster, placard or banner shall be regarded as an agent of said candidate.

**5. 7. Forfeiture of Bond.** Any violation of this section will result in the forfeiture of the bond posted, regardless of the number or size of signs, placards, banners or posters remaining. Said forfeiture shall be automatic, without notice, on the eighth eleventh day following the election in which the political candidate's victory or defeat is actually and finally determined for that election.

**Additionally, each candidate shall be liable to the City for the actual cost of sign removals.**

**(2) Violation; Penalty.**

**(a) The person(s) to be charged with violation of Section 24-147.2(D) shall be the candidate(s) whose name(s) appears and is advertised on the prohibited sign, poster, banner or placard or the campaign treasurer and sponsors of any other type of political campaign or issue which campaign or issue appears and is advertised on the prohibited sign, poster, banner or placard. Notice shall be given to the person(s) described herein of violation of Section 24-147.2(D). If compliance is not achieved within 24 hours, a civil citation may be issued by a code enforcement officer pursuant to Section 14-8.22 of this Code.**

**(b) In addition to the bond forfeiture specified in Section 24-147(D)(b)(6) above, violation of any of the provisions of Section 24-147.2(D) shall be punishable by a fine of fifty dollars (\$50.00) per violation. Each prohibited sign, poster, banner or placard shall constitute a separate offense.**

**Each day that a violation is permitted to exist shall constitute a separate offense.**

**(c) Any and all outstanding fines for violating this ordinance assessed against a candidate must be satisfied prior to his or her qualification to run in any future city election.**

**Section 3.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 4.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5.** 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:**

\_\_\_\_\_  
**SUSAN OWENS  
CITY CLERK**

**(CITY SEAL)**

\_\_\_\_\_  
**MYRON ROSNER  
MAYOR**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**DARCEE S. SIEGEL  
CITY ATTORNEY**

**Sponsored by: Councilwoman Phyllis Smith  
Mayor and City Council**

**MEMORANDUM**

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

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

**DATE: ~~June 16, 2009~~**

**JULY 7, 2009**

---

**RE: ORDINANCE NO. 2009-12  
CULTURAL COMMITTEES**

---

**AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; DELETING IN ITS ENTIRETY SECTION 2-41 CARIBBEAN AFFAIRS COMMITTEE; DELETING IN ITS ENTIRETY SECTION 2-51 LATIN AFFAIRS COMMITTEE; AMENDING AND EXPANDING SECTION 2-48 CULTURAL COMMITTEE TO PROMOTE ALL CULTURAL GROUPS IN THE CITY; 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.**



# City of North Miami Beach Interoffice Memorandum

**CITY ATTORNEY'S OFFICE**

**Phone: (305) 948-2939**

**Fax: (305) 787-6004**

---

**TO: Mayor and City Council**  
**FROM: Darcee S. Siegel, City Attorney**  
**DATE: June 10, 2009**

---

**RE: Ordinance No. 2009-12 Cultural Committees**

---

This proposed ordinance would delete sections 2-41 and 2-51 from the City's Code of Ordinances, thereby eliminating both the Caribbean Affairs Committee and the Latin Affairs Committee. The ordinance would amend and expand section 2-48 of the Code to expand the City's Cultural Committee both in size (from 7 members to 15 members) and in scope, to promote multiculturalism and diversity awareness in our City.

This ordinance also serves to eliminate unnecessary bureaucracy.

DSS/mht

**ORDINANCE NO. 2009-12**

**AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; DELETING IN ITS ENTIRETY SECTION 2-41 CARIBBEAN AFFAIRS COMMITTEE; DELETING IN ITS ENTIRETY SECTION 2-51 LATIN AFFAIRS COMMITTEE; AMENDING AND EXPANDING SECTION 2-48 CULTURAL COMMITTEE TO PROMOTE ALL CULTURAL GROUPS IN THE CITY; 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 rich diversity of the population of the City of North Miami Beach enhances the cultural background against which we live, work and play; and

**WHEREAS**, the Mayor and City Council deem it unnecessary and undesirable to single out specific cultural groups for focusing City awareness programs but would rather embrace all cultural groups represented in our City under the same mission statement; and

**WHEREAS**, the Mayor and City Council desire to delete Sections 2-41 Caribbean Affairs Committee, and 2-51 Latin Affairs Committee, of the Code of Ordinances of the City of North Miami Beach; and

**WHEREAS**, the Mayor and City Council desire to amend Section 2-48 Cultural Committee of the Code of Ordinances of the City of North Miami Beach to expand the scope of its purpose and mission to include the preservation, promotion and enhancement of opportunity and quality of life for the various multi-cultural groups that so greatly enrich the fabric of our City.

**ORDINANCE NO. 2009-12**

**NOW, THEREFORE,**

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

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** Section 2-41 Caribbean Affairs Committee Created; Membership, Terms; Purpose, Duties, of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby deleted in its entirety, as follows:

Chapter II Structure of City Government  
Article VII Boards, Committees and Commissions

Section 2-41 ~~Caribbean Affairs Committee Created, Membership, Terms; Purpose, Duties.~~ Reserved.

- a. ~~The Caribbean Affairs Committee of the City of North Miami Beach is hereby created and established and shall consist of nine (9) members appointed by the Mayor and City Council for terms of two (2) years, except that in 2003 five (5) members shall be appointed for two (2) year terms and four (4) members for one year terms. Thereafter, all appointments shall be for two (2) years, except appointments to fill unexpired terms, which shall be made for the remainder of the unexpired term. Terms shall commence on June 1 of the year of appointment.~~
- b. ~~The Committee shall seek to preserve and enhance the Caribbean culture within the city, and to promote greater appreciation and awareness of Caribbean culture among the population of the City. It shall seek to address issues and special needs affecting persons of Caribbean descent within the City of North Miami Beach. (Ord. No. 2003-8, §2, 9-9-2003).~~

**Section 3.** Section 2-51 Latin Affairs Committee of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby deleted in its entirety, as follows:

Chapter II Structure of City Government  
Article VII Board, Committees and Commissions

Section 2-51 ~~Latin Affairs Committee.~~ Reserved.

- a. ~~Created; Members; Terms.~~ The Latin Affairs Committee of the City of North Miami Beach is hereby created and established and shall consist of nine (9) members appointed by the Mayor and City Council for terms of two (2) years, except that in 1980 five (5) members shall be appointed for two year terms and four (4) members for one year terms. Thereafter, all appointments shall be for two (2) years, except appointment to fill unexpired terms shall be made for the remainder of the unexpired term. Terms shall commence on June 1 of the year of appointment.
- b. ~~Purpose and Duties.~~ The Committee shall seek to preserve and enhance the Latin culture within the City, to promote equal and better opportunities for employment of Latin Americans within the City, and to promote greater appreciation and awareness of Latin culture among the non Latin population of the City. It shall seek to ease problems and disputes affecting Spanish speaking persons within the City. (1957 Code §2-63; Ord. No. 79-20 §3(C), 9-4-79).

**Section 4.** Section 2-48 Cultural Committee of the Code of Ordinances of the City of North Miami Beach, Florida is hereby amended as follows:

Chapter II Structure of City Government  
Article VII Board, Committees and Commissions

Section 2-48 Multi-Cultural Committee.

2-48.1 Established.

There is hereby created and established a Multi-Cultural Committee, which committee shall consist of fifteen (15) ~~seven (7)~~ members appointed by the Mayor and City Council. All terms shall commence on June 1 and all appointments shall be for two (2) years except for appointments to fill unexpired terms, which appointments shall be for the remainder of the unexpired term. Members shall be selected as nearly as practicable on the basis of their interest and involvement in various and different cultural groups, in any of the arts and letters, in education programs, and in programs that will contributing contribute to the multi-cultural development of our diverse ethnic society.

**ORDINANCE NO. 2009-12**

2-48.2 Purpose.

It shall be the function of the Committee to propose such programs as in its opinion will contribute to the multi-cultural development of the community and which may develop and exploit the talents of the members of the community to accomplish the greatest good for the greatest number. The committee shall seek to promote greater awareness and appreciation of the diversity of cultures represented by the City's residents and citizens.

**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 **16<sup>th</sup>** day of **June, 2009**.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

\_\_\_\_\_  
**SUSAN OWENS**  
**CITY CLERK**

**(CITY SEAL)**

\_\_\_\_\_  
**MYRON ROSNER**  
**MAYOR**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**DARCEE S. SIEGEL**  
**CITY ATTORNEY**

**Sponsored by: Mayor Myron Rosner**  
**City Council**

**ORDINANCE NO. 2009-12**

**MEMORANDUM**

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

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

**DATE: ~~June 16, 2009~~**

**JULY 7, 2009**

---

**RE: ORDINANCE NO. 2009-14  
STATIONARY ENGINEERS**

---

**AN ORDINANCE AMENDING CHAPTER XV FIRE PREVENTION OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY THE DELETION IN ITS ENTIRETY OF SECTION 15-3 STATIONARY ENGINEERS, OPERATORS AND FIREMEN; 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.**



# City of North Miami Beach Interoffice Memorandum

**CITY ATTORNEY'S OFFICE**

Phone: (305) 948-2939

Fax: (305) 787-6004

---

**TO:** Mayor and City Council  
**FROM:** Darcee S. Siegel, <sup>MS</sup> City Attorney  
**DATE:** June 10, 2009

---

**RE: Ordinance No. 2009-14 Stationary Engineers**

---

This proposed ordinance deletes section 15-3 from the City's Code of Ordinances, thereby eliminating the Board of Examiners of Stationary Engineers and its entire testing and licensing operations.

This is an obsolete program and serves no valid purpose for the City.

This ordinance also serves to eliminate unnecessary bureaucracy.

DSS/mht

**ORDINANCE NO. 2009-14**

**AN ORDINANCE AMENDING CHAPTER XV FIRE PREVENTION OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY THE DELETION IN ITS ENTIRETY OF SECTION 15-3 STATIONARY ENGINEERS, OPERATORS AND FIREMEN; 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 Mayor and City Council of the City of North Miami Beach, Florida, has determined that the provisions of Section 15-3 Stationary Engineers, Operators and Firemen of the City's Code of Ordinances is obsolete and that the City has no need or reason to retain the procedures and provisions established by that program.

**NOW, THEREFORE,**

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

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** Section 15-3 Stationary Engineers, Operators and Firemen of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby deleted in its entirety, as follows:

**CHAPTER XV FIRE PREVENTION**

**15-3 STATIONARY ENGINEERS, OPERATORS AND FIREMEN.**

**~~15-3.1 Board of Examiners; Created, Membership, Officers.~~**

~~—a.— There is hereby established and created a Board of Examiners of Stationary Engineers composed of five (5) members, all of whom shall be appointed by the City Council, which members shall serve without compensation. Preference in selection of members shall be given to City residents; however, nonresidents may be appointed if there are no qualified residents. The terms of office shall be two (2) years. Vacancies in such Board occurring otherwise than by expiration of term shall be filled by the City Council for the unexpired term. Members of the Board may be reappointed at the expiration of a term for successive terms.~~

~~—b.— The Board of Examiners of Stationary Engineers shall organize and choose one (1) of its members as chairman who shall thereafter preside at all meetings; provided, however, that the office of secretary and chairman shall not be combined in the same person.~~

~~—c.— Of the five (5) members of the Board, three (3) shall be licensed first class engineers with not less than five (5) years' experience. Two (2) members may be second or third class engineers at the discretion of the Council.~~

~~(Ord. No. 675 §§ 1, 2, 4-9-57; 1957 Code § 9-7; Ord. No. 80-66 §§ 2, 4, 1-6-81; Ord. No. 81-10 § 2, 3-17-81; Ord. No. 81-37 § 2, 1-5-82;)~~

### ~~15-3.2 Powers and Duties.~~

~~—The Board of Examiners of Stationary Engineers shall act in an advisory capacity to the Mayor and City Council, only, and all data, information, suggestions, recommendations, matters of public reports shall be directed only to the Mayor and City Council, who shall be the sole authority to implement, promulgate or effectuate any of the recommendations of such Board if same meets with the approval of the Mayor and City Council. Subject always to the final approval and ratification of and by the Mayor and the City Council such Board of Examiners of Stationary Engineers shall:~~

~~—a.— Establish guidelines and qualifications needed by applicants in order to take the examination.~~

~~—b.— Examine all persons making proper application for licenses and recommend to the Mayor and City Council whether such person or persons be issued the licenses applied for.~~

~~—c.— Promulgate, subject to ratification by the Mayor and City Council, uniform rules and regulations for the conduct and holding of examinations for the several grades and classes of licenses. The examination shall be in writing. The record of all examination questions, and answers, shall be kept in the office of the City Clerk. In the event of request for oral examinations, the applicant shall pay the reasonable cost of reporting and transcribing the questions and answers. In conjunction with such examinations, the Board may recommend to the Mayor and City Council, whenever it deems necessary, a practical demonstration of the ability of any applicant.~~

~~—d.— Recommend to the Mayor and City Council the type of application form and its contents which an applicant must execute and submit to the Board.~~

~~—e.— Establish guidelines for applicants to use in preparing for the examination, such as, recommended books to study, etc.~~

~~—f.— Propound to applicants such questions as they deem proper in order to test the competency and fitness of those applying for such license or licenses.~~

~~—g.— Recommend to the Mayor and City Council the granting to such applicant or applicants the license or licenses applied for.~~

~~—h.— Promulgate, subject to ratification by the Mayor and City Council, uniform rules and regulations for the investigation and determination of alleged violations.~~

~~(Ord. No. 675 § 3, 4-9-57; 1957 Code § 9-8; Ord. No. 937 § 1, 10-7-58; Ord. No. 81-10 § 3, 3-17-81)~~

**15-3.3—Examination.**

~~—a. Examinations shall be held four (4) times a year at equal intervals. The exams shall be advertised one (1) time thirty (30) days prior to date of examination in a newspaper published daily and distributed locally.~~

~~—b. Applicants shall be assigned numbers to identify their examinations and no names shall appear on the examination.~~

~~—c. Examinations shall consist of multiple choice and/or true and false questions.~~

~~(1957 Code § 9-8.1; Ord. No. 937 § 6, 10-5-78; Ord. No. 80-66 § 3, 1-6-81; Ord. No. 81-10 § 4, 3-17-81; Ord. No. 82-26 § 1, 10-5-82;)~~

**15-3.4—Application Required; Fee.**

~~—Any person over the age of eighteen (18) desirous of filling a position as engineer, operator or fireman, having the required experience in a subordinate position in the care of engines, steam boilers or place where steam, electricity or internal combustion power is used, may make written application to the Examining Board. Each application for a license shall be accompanied by a deposit of twenty five (\$25.00) dollars and if license is refused such deposit shall be retained as a reasonable fee for the giving of such examination. (1957 Code § 9-9; Ord. No. 675 § 4, 4-9-57; Ord. No. 937 § 3, 10-7-58; Ord. No. 80-66 § 5, 1-6-81;)~~

**15-3.5—Reapplication Upon Failure to Pass; Examination for Lower Grade.**

~~—Any applicant failing to pass the examination as to competency and fitness, or the practical demonstration test, shall not be permitted to apply for examination for the same grade or class of license for a period of six (6) months after such failure; provided, however, that such applicant may apply for re-examination or for examination for a lower grade or class within ten (10) days after such failure; and, provided further, that in the event the applicant fails to pass the examination and test or re-examination applied for, and in the opinion of the Board of Examiners, is entitled to and qualified for a license of lower grade or class on the basis of such examination, such license of lower grade or class may be issued by the Board of Examiners, if the applicant desires such a license. (1957 Code § 9-10; Ord. No. 80-66 § 6, 1-6-81)~~

**15-3.6—Classifications of Licenses.**

~~—Licenses for engineers, operators, and firemen shall be classified as follows:~~

~~—a. *First Class Unlimited Engineers'* licenses shall qualify the holder to take charge of and operate any steam plant without limitation as to character or size, and all refrigerating or generating machinery driven by steam, Diesel engines (internal combustion) or electricity, and shall be issued to such persons as shall qualify therefor by passing the necessary examinations and who have had the following experience:~~

~~—1. Any person who has been employed as any oiler or as a general assistant under the instructions of a licensed first class engineer for a period of not less than three (3) years.~~

~~—2. Any person who has served as fireman or general assistant to the engineer on a steamboat or railway locomotive for a period of not less than three (3) years and shall have been employed for not less than one (1) year as an assistant under a licensed first class engineer.~~

- ~~—3.— Any person who is a graduate mechanical engineer of a recognized school of technology, and has had not less than one (1) year's experience under a licensed first class engineer.~~
- ~~—4.— Any holder of a second class engineer's license as issued by the City and who has actively performed the duties as such for a period of not less than two (2) years.~~
- ~~—5.— Any person holding a first grade or first class engineer's license issued by any city in the United States having a population of one hundred thousand (100,000) or over, or holding steam engineer's license issued by the United States Government or Maritime Service.~~
- ~~—b.— *First Class Steam Engineers'* licenses shall qualify the holder to take charge and operate any steam plant, without limitation as to character or size.~~
- ~~—c.— *First Class Refrigeration Engineers'* licenses shall qualify the holder of such license to operate all refrigeration machinery, driven by diesel, internal combustion or electricity.~~
- ~~—d.— *Second Class Steam and Refrigeration engineers'* licenses shall qualify the holder to take charge of and operate steam plants up to one hundred seventy five (175) horsepower, refrigeration and internal combustion engines and shall be issued to such persons as shall qualify therefor, pass the necessary examination and have had at least two (2) years' experience as oiler, fireman or assistant under a licensed first class engineer; or any person who is a graduate of a recognized school of technology and has had at least one (1) year's experience as an oiler, fireman, or assistant under a licensed first class engineer.~~
- ~~—e.— *Second Class Steam Engineers'* licenses shall qualify the holder to take charge of and operate steam plants, up to one hundred seventy five (175) horsepower.~~
- ~~—f.— *Second Class Refrigeration Engineers'* licenses shall qualify the holder of such license to operate all refrigeration machinery, driven by diesel, internal combustion or electricity up to one hundred seventy five (175) horsepower.~~
- ~~—g.— *Third Class (Hoisting and Portable) Engineers'* licenses shall qualify the holder to take charge of and operate portable boilers with engines and machinery other than a boiler feed pump in operation and internal combustion engines and shall be issued to any person who has had at least six (6) months' experience in the operation of such machinery and equipment and shall pass the necessary examination therefor. The application and operator's license shall describe generally the type of machinery and equipment for which applicant desires to and is licensed to operate.~~
- ~~—h.— *Fireman's High Pressure* licenses shall qualify the holder to take charge of and operate boilers of from ten (10) to fifty (50) horsepower, and shall be issued to such persons as may qualify therefor, pass the necessary examination and have had at least six (6) months' experience in the care and operation of boilers as fireman or assistant under a licensed first and second class engineer.~~
- ~~—i.— *Fireman's Low Pressure* licenses shall qualify the holder to take charge of and operate boilers carrying the pressure of less than fifteen (15) pounds per square inch, and shall be issued to such persons as may qualify therefor, and pass an examination consisting of safety questions pertaining to the actual physical operation of low pressure heating boilers, safety valves and oil burning systems. No definite period of experience shall be required but the applicant shall satisfy~~

~~the examiners that he is capable of operating safely, the boiler for which he is applying for a license.~~

~~(Ord. No. 675 § 5, 4-9-57; 1957 Code § 9-11)~~

### ~~15-3.7 Issuance of Licenses; Fee.~~

~~Each applicant for license who shall be found proficient and entitled to same shall, upon issuance of license, pay to the City the sum of forty (\$40.00) dollars for the grade of first class engineer; thirty (\$30.00) dollars for that of second class engineer; twenty (\$20.00) dollars for that of third class engineer or operator, and twenty five (\$25.00) dollars for that of fireman, high pressure, or fireman, low pressure. All such licenses shall be renewable annually, on or before the first day of October without re-examination and upon payment of renewal fees as follows: forty (\$40.00) dollars for first class engineer; thirty (\$30.00) dollars for second class engineer; twenty (\$20.00) dollars for third class engineer, and for fireman, high pressure, or fireman, low pressure. Should the holder of any license fail or neglect to renew the same at the end of any annual period plus a thirty (30) day grace period, the Board of Stationary Engineers shall, before renewing the license, require a review or re-examination of such holder. No license issued hereunder is transferable and any license or renewal thereof may be suspended or revoked as hereinafter provided. All persons currently holding licenses shall be eligible to renew the licenses without examination. (Ord. No. 675 § 6, 4-9-57; 1957 Code § 9-12; Ord. No. 937 § 2, 10-7-58; Ord. No. 80-66 § 7, 1-6-81; Ord. No. 81-10 § 5, 3-17-81; Ord. No. 90-13 § 2, 9-4-90; Ord. No. 97-3 § 2, 3-4-97)~~

### ~~15-3.8 Display; Employment of Specially Qualified Persons for Various Operations.~~

~~All persons to whom licenses shall be issued as engineers, operators, or firemen under the provisions hereof, shall keep the same conspicuously displayed at the place where actually employed. It shall be and is hereby declared unlawful for any person or corporation within the City of North Miami Beach to employ for the purpose of operating any generating, refrigerating or operating machinery driven by steam, electricity or internal combustion power, as specified herein, any but regularly licensed engineers, operators or foremen required as hereinafter specified:~~

~~a. The operation of all plants having a boiler capacity of one hundred seventy five (175) horsepower or more, and a steam engine or internal combustion engine or a combined boiler and engine horsepower of one hundred seventy five (175) or more, shall be under the supervision of and conducted by a licensed first class engineer.~~

~~1. In the event the engineer on duty is required to leave the engine or boiler room in the case of an emergency, and does not have a licensed fireman on duty, he shall extinguish the fires and leave the plant in such a condition as he may render safe, regardless of whether or not the boiler is automatically or manually controlled, and that he shall leave the boiler room in this condition until such time that he returns and can restore the plant to normal operation.~~

~~2. All refrigeration plants of over one hundred seventy five (175) tons capacity, including air conditioning in which the refrigerant used therein comes within the refrigerant classification defined as Group 1, Group 2 and Group 3 as revealed in Section 5, U.S.A. B9-1939 A.S.R.E. Standard Safety Code for Mechanical Refrigeration and subsequent revisions, shall be required to employ a first class licensed engineer. Plants from thirty (30) tons to one~~

~~hundred seventy five (175) tons capacity, including air conditioning in which the refrigerant used therein comes within the refrigerant classification defined as Group 1, Group 2 and Group 3 as revealed in Section 5, U.S.A. B9 1939 A.S.R.E. Standard Safety Code for Mechanical Refrigeration and subsequent revisions, will be required to employ a second class licensed engineer.~~

~~—b. The operation of all plants having steam prime movers or boilers and internal combustion prime movers, and having less than one hundred seventy five (175) boiler horsepower; and all plants having no prime mover but having boiler horsepower of more than fifty (50) and not less than one hundred seventy five (175) shall be under the supervision of and conducted by a licensed second class engineer; provided, however, this provision shall not apply to hoisting and portable rigs.~~

~~—c. The operation of all hoisting and portable rigs having a boiler or prime mover with machinery shall be under the supervision of a licensed third class (hoisting and portable) engineer.~~

~~—1. "Supervision" as used in this section shall be deemed to mean such attention and direction as may be required to assure the reasonably safe operation of the machine.~~

~~—d. The operation of all portable plants or rigs having internal combustion engines of forty (40) horsepower or more when such horsepower is contained in one (1) unit, shall be under the supervision of and conducted by a licensed operator; provided however, that the following shall be exempt from this requirement:~~

~~—1. Machines operated under the regulations of the U.S. Government, public utilities, interstate commerce, or railroad commission.~~

~~—2. Automotive vehicles used solely for traction purposes.~~

~~—3. Any establishment using boilers carrying pressure of fifteen (15) pounds or less per square inch.~~

~~—e. The operation of all steam plants having boiler horsepower of fifty (50) or less, carrying pressure in excess of fifteen (15) pounds per square inch, and having no steam prime mover shall be under the supervision of and conducted by a licensed fireman high pressure.~~

~~—f. The operation of steam heating boilers in public buildings, carrying pressure less than fifteen (15) pounds per square inch, shall be under the supervision of and conducted by a licensed fireman low pressure; provided, however, this provision shall not apply to heating boilers where the water returns to the boiler by gravity without the use of a pump, injector or inspirator.~~

~~(Ord. No. 675 § 7, 4 9 57; 1957 Code § 9 13; Ord. No. 937 §§ 4, 5, 10 7 58; Ord. No. 80 66 § 8, 1 6 81;)~~

**~~15-3.9 Exemption from Inspection of Public Utilities Operating Boiler Plants.~~**

~~—Public utilities operating steam boiler plants in excess of two hundred (200) total horsepower and carrying boiler insurance with a member of the "National Board of Underwriters" shall be exempt from the inspection provisions of the Life Safety Code; provided they file with the City evidence of such insurance, and provide the City with copies of semiannual inspection reports made by such insurance carried. (Ord. No. 707, 7 16 57; 1957 Code § 9 15)~~

**Section 3.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 4.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5.** 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 16<sup>th</sup> day of June, 2009.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

\_\_\_\_\_  
**SUSAN OWENS**  
**CITY CLERK**

**(CITY SEAL)**

\_\_\_\_\_  
**MYRON ROSNER**  
**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: July 7, 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:**

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

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 **DISMISSED/CLOSED**

**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

Korakakos, Christian v. City of North Miami Beach  
Automobile Accident/Personal Injury

Martell, Erlinda v. CNMB  
Personal Injury

Neill, James Machen v. CNMB & Southeastern Engineering Contractors  
Personal Injury

Rogers, Ethel Mathis v. CNMB  
Automobile Accident/Personal Injury

Moy, Christian v. 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)

**V. Other Litigation:**

American Express Bank v. Louis and CNMB  
Writ of Garnishment

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

Citifinancial Services, Inc. v. Vincent and CNMB  
Writ of Garnishment

Eastern Financial Florida Credit Union v. Flores and CNMB  
Writ of Garnishment

\* Ocean Harbor Casualty v. CNMB  
Subrogation for Property Damage from Car Accident

Pierre, Frantz v Kenneth De Fillipo, Lester Sola, and Solomon Odenz  
Declaratory and Injunctive Relief

\* Rangwalla, Hassan v. CNMB  
Replevin

\* Tropical Chevrolet v. CNMB, et al.  
High Speed Chase/Property Damage

**VI. Forfeitures:**

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

CNMB v. Bernadin  
Forfeiture

CNMB v. Camejo  
Forfeiture

CNMB v. Clarke  
Forfeiture

CNMB v. Colon  
Forfeiture

CNMB v. Diaz/Ramirez/Rodriguez  
Forfeiture

CNMB v. Exposito/Leiva/Moore  
Forfeiture

CNMB v. Giordano  
Forfeiture

CNMB v. Goodman  
Forfeiture

CNMB v. Harryton/Cunningham/Furbush  
Forfeiture

CNMB v. Hurtado  
Forfeiture

CNMB v. Johnson/Murat  
Forfeiture

CNMB v. Lassus  
Forfeiture

CNMB v. Molina/Fernadnez  
Forfeiture

\* CNMB v. Monsalve/Reyes  
Forfeiture

CNMB v. Muhammad/Camarioca Auto  
Forfeiture

CNMB v. Mullins/Holmes/Upshaw  
Forfeiture

CNMB v. Noa/Corrales  
Forfeiture

**DEFAULT ENTERED**

CNMB v. Ottoni/Silva  
Forfeiture

CNMB v. Parker/Lewis/Santos  
Forfeiture

CNMB v. Parra/Martinez  
Forfeiture

CNMB v. Pecina/Portillo/Tango  
Forfeiture

CNMB v. Poitier/Jean-Pierre  
Forfeiture

CNMB v. Potes  
Forfeiture

CNMB v. Reategui/Bianco  
Forfeiture

CNMB v. Rodriguez/Pinon  
Forfeiture

CNMB v. Rojas  
Forfeiture

CNMB v. Puentes/Romero  
Forfeiture

CNMB v. St Hilaire/Mazard/Donaldson  
Forfeiture

CNMB v. St Pierre/Remy  
Forfeiture

CNMB v. Turbides/Nicholas/Rincon/Abreu  
Forfeiture

CNMB v. Urena/Rodriguez/Mathieux  
Forfeiture

CNMB v. Vazquez  
Forfeiture

CNMB v. Virgile  
Forfeiture

**VII. Mortgage Foreclosures:**

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

ACT Properties, LLC v. CNMB (Robinson, et al)  
Mortgage Foreclosure      **CLOSED/CITY DROPPED AS A PARTY**

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

Ameriquest 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 (Martinez, et al)  
Mortgage Foreclosure

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

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

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

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

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

Bank of America v. CNMB (Tamir, 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

Baron, Marilyn 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

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

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

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

Citimortgage v. CNMB(Anchava)  
Mortgage Foreclosure

- \* Citimortgage v. CNMB (Dmiczak)  
Mortgage Foreclosure
  
- Citimortgage v. CNMB (Garcia)  
Mortgage Foreclosure
  
- 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. v. CNMB (Gilles)  
Mortgage Foreclosure
  
- Countrywide Home Loans, Inc. v. CNMB (Joseph, et al.)  
Mortgage Foreclosure
  
- Countrywide Home Loans, Inc. v. CNMB (Monroy, et al)  
Mortgage Foreclosure
  
- Countrywide Home Loans v. CNMB (Rodriguez, 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)  
Mortgage Foreclosure

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 (Joseph)  
Mortgage Foreclosure

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

Deutsche Bank National v. CNMB (Liebman)  
Mortgage Foreclosure

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

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

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

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

Equity Ventures v. CNMB (Dali-Bey, et al)  
Mortgage Foreclosure

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

Flagstar Bank v. CNMB (Pena)  
Mortgage Foreclosure

Fiserv ISS & Co., vs. CNMB (Estime)  
Mortgage Foreclosure

Fremont Investment & Loan v. CNMB (Rubes)  
Mortgage Foreclosure

Global Trust v. CNMB (Roth)  
Mortgage Foreclosure

GMAC Mortgage v. CNMB (Alvarez)  
Mortgage Foreclosure

GMAC Mortgage v. CNMB (Calix)  
Mortgage Foreclosure

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

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

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

Greenfield, Chaim v. CNMB (2101 Holdings LLC, et al)  
Mortgage Foreclosure

- Greenpoint Mortgage v. CNMB (Global Properties Investment et al)  
Mortgage Foreclosure
- Happy Home Lending Corp. vs. CNMB (Shon Furman)  
Mortgage Foreclosure
- HSBC Bank v. CNMB (Gomez)  
Mortgage Foreclosure
- HSBC Bank v. CNMB (Hernandez)  
Mortgage Foreclosure
- HSBC Bank v. CNMB (Miranda)  
Mortgage Foreclosure
- HSBC Bank, N.A. v. CNMB (Mora)  
Mortgage Foreclosure
- HSBC Bank, N.A. v. CNMB (Pintero)  
Mortgage Foreclosure
- \* HSBC Bank, N.A. v. CNMB (Saint-Fart)  
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
- Indymac Federal Bank v. CNMB (Hernandez, et al)  
Mortgage Foreclosure
- JP Morgan v. CNMB (Abraham)  
Mortgage Foreclosure
- JP Morgan v. CNMB (Fils-Aime)  
Mortgage Foreclosure
- JP Morgan v. CNMB (Garcia)  
Mortgage Foreclosure

JP Morgan v. CNMB (Lopez, et al)  
Mortgage Foreclosure

JP Morgan v. CNMB (Suarez, et al)  
Mortgage Foreclosure

Lago Mar Ventures v. CNMB (Oliver)  
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

RMS Residential Properties v. CNMB(Heredia)  
Mortgage Foreclosure

Sazant v. CNMB(Pluviose)  
Mortgage Foreclosure

\* Sun American Bank v. CNMB (Lehman Family Holdings, et al.)  
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 (Gonzalez, J., 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 (Michel)  
Mortgage Foreclosure

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

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

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

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

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

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

#### **VIII. Bankruptcies:**

Adams, Evrol C.  
American LaFrance LLC  
American Home Mortgage Holdings  
Cimax USA, LLC  
Diversified Displays/Michael Phelan  
Filene's Basement, Inc.  
Florida Select Insurance  
Kim, Myung Ja  
K&S Foods LLC  
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.  
Veliz, Orestes & Sury  
Villaverde, Olga  
WCI Communities, Inc.

\*New Cases