



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Tuesday, August 20, 2013
7:30 PM

Mayor George Vallejo
Vice Mayor Anthony F. DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilman Frantz Pierre
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

Interim City Manager Mac Serda
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

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.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBD**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
 - 5.1 **Police Personnel Retirement Presentation**

Chief Gomer will be honoring the following recent police retirees:

Captain Warren Hardison - Years of Service: 28

Captain Arthur Lewis - Years of Service: 26

6. **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 the 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 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. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

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 with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City 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 Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS

7.1 Public Utilities Commission - Councilwoman Barbara Kramer

Jaime Miller

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of July 16, 2013 (City Clerk Pamela L. Latimore)

8.2 Resolution No. R2013-48 (Interim City Manager Mac Serda)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY, THE AFSCME AGREEMENT RATIFIED AND APPROVED BY THE BARGAINING UNIT ON JULY 29, 2013 COVERING THE TERM AUGUST 6, 2013 THROUGH SEPTEMBER 30, 2015.

9. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

As of August 20, 2013.

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. WAIVER OF FEE - *None*

14. BUSINESS TAX RECEIPTS - *None*

15. DISCUSSION ITEMS - *None*

16. LEGISLATION

16.1 Resolution No. R2013-47 (Public Services Director Shari Kamali)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT A 10-STORY, 658,483 SQUARE FOOT MIXED-USE BUILDING, ON A

188,179 SQUARE FOOT (4.32 ACRES) VACANT PARCEL OF LAND, AS PROPOSED; AND A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE APPROVAL IN ACCORDANCE WITH SECTION 24-52(C)(8) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH FOR THE OPERATION OF A 275-ROOM HOTEL, AS PROPOSED; AND A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE APPROVAL IN ACCORDANCE WITH SECTION 24-52(C)(4) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH FOR THE OPERATION OF A BAR AND/OR LOUNGE, AS PROPOSED, ON PROPERTY LEGALLY DESCRIBED AS: Lots 1, 2, 3, 4, & 5, Leader Subdivision, according to the Plat thereof, as recorded in Plat Book 82 at Page 17 of the Public Records of Miami-Dade County, Florida. A/K/A 17400 West Dixie Highway, North Miami Beach, Florida (P&Z Item No. 13-545 of July 22, 2013).

16.2 Resolution No. R2013-50 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF NORTH MIAMI BEACH; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE CITY OF NORTH MIAMI BEACH; APPROVING THE SOLID WASTE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

16.3 Resolution No. R2013-51 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICE PROVIDED BY THE CITY'S STORMWATER UTILITY; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST REAL PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH; APPROVING THE STORMWATER ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

16.4 Ordinance No. 2013-15 - First Reading by Title Only (Interim City Manager Mac Serda)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH; AMENDING SECTION 1.05, AMENDMENT OF THE PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; DELETING SECTION 6.12, EARLY RETIREMENT INCENTIVE; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

17. CITY COUNCIL REPORTS

18. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, September 11, 2013

19. ADJOURNMENT



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, August 20, 2013

RE: Public Utilities Commission - Councilwoman Barbara Kramer

BACKGROUND: N/A

RECOMMENDATION:

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk

ATTACHMENTS:

❏ [Application - Jaime Miller](#)



City of North Miami Beach, Florida

APPLICATION FOR PUBLIC UTILITIES COMMISSION

The Public Utilities Commission shall act only as an advisory body to the Public Utilities Department, its Director, the City Manager and the City Council.

Members of the Public Utilities Commission shall have a professional degree or equivalent professional experience in the area(s) of public economics, public finance, public infrastructure, taxation, asset management, city planning, civil engineering, electrical engineering, architectural engineering, agricultural engineering, mechanical engineering, ocean engineering, energy engineering, any management position, any supervisory position, any board experience or any other related field associated with the above.

(PLEASE PRINT CLEARLY)

1. NAME: JAINIE MILLER
2. HOME ADDRESS: 2130 NE 171ST STREET
CITY: NO. MIAMI BEACH STATE: FLORIDA ZIP: 33162
3. BUSINESS NAME: RUSS DEPASE BOYA SERVICES, LLC
BUSINESS ADDRESS: 6560 WEST ROGERS CIRCLE, SUITE 105
CITY: BOCA RATON STATE: FLORIDA ZIP: 33487
4. CONTACT NO: (HOME) 305-956-5882 (BUSINESS) 561-241-5580
CELL: 305-915-4813 EMAIL ADDRESS: JM159121@YAHOO.COM
FAX: 305-956-5882
5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?
RESIDENT WORK (YES OR NO)
6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES NO
7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:
APPROXIMATELY 1 1/2 YEARS COLLEGE

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CITY OF NORTH MIAMI BEACH

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: N/A)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: EMPLOYED - CONST. COST ESTIMATOR - 30 YRS +
6/12 to 7/13 Russ Detase Bldg Services, LLC (1yr - 1mo)
7/12 to 6/12 Precision Waterproofing & Coatings, LLC (1)
2/05 to 7/10 Proietto Painting, Inc (5 1/2 yrs)

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PUBLIC UTILITY MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

N/A

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE PUBLIC UTILITIES COMMISSION:

TO BE OF SERVICE TO MY NEIGHBORS AND MY CITY.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD:

EXCELLENT COST ACCOUNTING ESTIMATOR, VERY MECHANICALLY INCLINED, EXCELLENT PROJECT MANAGER, ABLE TO COMPREHEND COMPLEX CONCEPTS, PROGRAMS - TO FIND PRACTICAL SOLUTIONS

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 6/26/13 APPLICANT'S SIGNATURE: [Signature]

APPOINTMENT DATE: _____ BY _____

13
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CITY OF CHICAGO
PUBLIC UTILITIES DEPARTMENT



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, August 20, 2013

RE: Regular Meeting Minutes of July 16, 2013 (City Clerk Pamela L. Latimore)

BACKGROUND: N/A

RECOMMENDATION:

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk

ATTACHMENTS:

[Regular Meeting Minutes of July 16, 2013](#)



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162

Tuesday, July 16, 2013

7:30 PM

Mayor George Vallejo
Vice Mayor Anthony DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilman Frantz Pierre
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

City Manager Roslyn B. Weisblum
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

REGULAR MEETING MINUTES

1. ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:48 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Anthony F. DeFillipo, and Council Members Barbara Kramer, Marlen Martell, Phyllis S. Smith, and Beth E. Spiegel. Also, present were City Manager Roslyn B. Weisblum, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore. Councilman Frantz Pierre was absent.

2. INVOCATION – Ariel Vasquez, 3rd Day Church

3. PLEDGE OF ALLEGIANCE

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

4.1 Mayor Vallejo changed the order of business on the dais. **Discussion Items 15.1 – 15.3** were moved after Legislation.

5. PRESENTATIONS/DISCUSSIONS – *None*

6. PUBLIC COMMENT

City Clerk Latimore read the rules of Public Comment into record. The following person(s) spoke on the record:

1. Bert Kehren – 3302 NE 171 Street, North Miami Beach, FL
2. Richard Riess – 23 NW 169 Street, North Miami Beach, FL
3. Ketley Joachim – 210 NE 170 Street, North Miami Beach, FL
4. Bill Ullman – 19290 NE 22 Avenue, North Miami Beach, FL
5. Bruce Lamberto – 3420 NE 165 Street, North Miami Beach, FL

7. APPOINTMENTS

7.1 Planning & Zoning Board (Councilwoman Marlen Martell)

Jeffrey N. Lynn

MOTION by Vice Mayor Marlen Martell, seconded by Councilwoman Smith, to appoint Jeffrey N. Lynn to the Planning & Zoning Board. (**Approved 6-0**)

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of June 18, 2013

8.2 Resolution No. R2013-42

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPOINTING SPECIAL MASTERS TO SERVE AS LOCAL HEARING OFFICERS TO HEAR CASES ARISING UNDER CITY OF NORTH MIAMI BEACH ORDINANCE NO. 2013-11, AMENDMENT TO THE DANGEROUS INTERSECTION SAFETY ACT.

8.3 Resolution No. R2013-45

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$100,000.00 FROM THE LEGISLATIVE CONTINGENCY ACCOUNT INTO THE EXECUTIVE CONTINGENCY ACCOUNT FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2012.

MOTION by Vice Mayor DeFillipo, seconded by Councilwoman Martell, to approve the Consent Agenda. (**Approved 6-0**)

9. CITY MANAGER'S REPORT

City Manager Weisblum thanked the staff for their diligence in working on the Budget. The first budget workshop are scheduled for July 25th and 31st at 6:00 p.m. as well as one on August 6th at 5:30 p.m. Police Chief Gomer gave an update on the speeding situation in the area of 155th Terrace.

10. CITY ATTORNEY'S REPORT

City Attorney Siegel reported that the first Budget reading will take place on September 11th. The reason is that we are going to have to change our council meeting from Tuesday, September 3rd is because we can't have our budget reading until the County has on September 10th. At the next Council Meeting she will bring forth a resolution to change the date of the Council meeting from September 3rd to September 11th. Then the second reading of the Budget will be on September 24th.

10.1 Litigation List

As of July 16, 2013

11. **MAYOR'S DISCUSSION** - *None*
12. **MISCELLANEOUS ITEMS** - *None*
13. **WAIVER OF FEE** – *None*
14. **BUSINESS TAX RECEIPTS** – *None*
15. **DISCUSSION ITEMS** (Taken out of the regular order of business – see above Item 4.1)
16. **LEGISLATION**

16.1 Ordinance No. 2013-10 Second and Final Reading

AN ORDINANCE RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS AND LOCAL IMPROVEMENTS IN THE CITY OF NORTH MIAMI BEACH, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS AND HARDSHIP ASSISTANCE; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS AND PROVIDING FOR THE TERMS THEREOF; PROVIDING THAT THE CITY'S TAXING POWER SHALL NOT BE PLEDGED; PROVIDING REMEDIES; DEEMING THAT PLEDGED REVENUES SHALL BE CONSIDERED TRUST FUNDS; PROVIDING FOR THE REFUNDING OF OBLIGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Vallejo opened the item for public comment.

1. Bruce Lamberto – 3420 NE 165 Street, North Miami Beach, FL

Public comment closed.

Consultant Edward Dion of Nabors, Giblin & Nickerson, P.A., 208 SE 6th Street, Fort Lauderdale, Florida, gave a brief explanation on the item.

MOTION by Councilwoman Spiegel, seconded by Councilwoman Kramer, to adopt **Ordinance No. 2013-10 on Second and Final Reading.**

ROLL CALL: Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Councilwoman Smith – **Yes**, Councilwoman Spiegel – **Yes**, Vice Mayor DeFillipo – **Yes**, Mayor Vallejo – **Yes** (**Approved 6-0**)

16.2 Resolution No. R2013-43

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF NORTH MIAMI BEACH, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF NORTH MIAMI BEACH, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Mayor Vallejo opened the item for public comment: *None*

Public comment closed.

Consultant Ed Dion of Nabors, Giblin & Nickerson, P.A. gave a brief explanation.

Mayor and Council discussed the item.

MOTION by Vice Mayor DeFillipo, seconded by Councilwoman Kramer, to adopt **Resolution No. R2013-43.** (**Approved 6-0**)

16.3 Resolution No. R2013-44

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DETERMINING THAT CERTAIN IMPROVED PARCELS WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING THE METHOD OF ASSESSING THE COST OF STORMWATER MANAGEMENT SERVICE AGAINST ALL TAX PARCELS THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF AN INITIAL STORMWATER SERVICE ASSESSMENT ROLL;

ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mayor Vallejo opened the item for public comment: *None*

Public comment closed.

MOTION by Vice Mayor DeFillipo, seconded by Councilwoman Smith, to adopt **Resolution No. R2013-44. (Approved 6-0)**

Miami-Dade County Commissioner Sally Heyman spoke briefly before the city Council.

15. DISCUSSION ITEMS (Taken out of the regular order of business – see above Item 4.1)

15.2 Review of City Attorney’s Contract

15.3 Review of City Clerk’s Contract

MOTION by Councilwoman Kramer, seconded by Vice Mayor DeFillipo to table the review of the City Attorney and the City Clerk’s contract and move it to the Council meeting on August 6, 2013. **(Passed 6-0)**

15.1 City Manager’s Contract

Human Resources Director Rose Amberson reviewed the negotiated terms for the new city manager's contract with the Mayor and Council.

Components of the City Manger’s Contract

- Base Salary: \$157,500.00
- Benefits: \$22,167.60
- Leave: \$19,990.38

MOTION by Councilwoman Martell, seconded by Councilwoman Kramer approve the terms of the new city manager's contract.

Mayor and Council discussed the city manager's contract.

Councilwoman Martell amended motion to remove the Floating Holidays (16 hours) and Birthday (8 hours) and a start date no later than August 29, 2013 for the city manager's contract. Amendment accepted by Councilwoman Kramer.

ROLL CALL: Councilwoman Smith – **No**, Councilwoman Spiegel – **No**, vice Mayor DeFillipo – **Yes**, Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Mayor Vallejo – **Yes** **(Approved with the amendment 4-2)**

17. CITY COUNCIL REPORTS

Vice Mayor Defillipo reminded the residents of the Safer Communities Gun Buy Back Event on Saturday, July 27, 2013, from 10:00 a.m. to 2:00 p.m. at the Biscayne Landings sales office site at 15045 Biscayne Boulevard. He also reminded the residents of the Hurricane Preparation Day Event at the North Miami Beach Home Depot store at 1245 NE 163rd Street, North Miami Beach, Florida on Saturday, July 27th from 10:30 a.m. to 2:00 p.m.

Councilwoman Kramer announced the 4th Annual Hangout Day on Saturday, July 20, 2013 at 8:00 a.m. to 3:00 p.m. at Patricia A. Mishcon Field, 16501 NE 15th Avenue, North Miami Beach, Florida. There will be over twenty (20) NFL Stars, free food, health screenings, entertainment, and more.

Councilwoman Martell wished Councilwoman Smith and Mayor Vallejo a Happy Birthday. She commended City Manager Roslyn Weisblum for sticking with them through the tough times and the search for the new city manager and appreciates everything that she has done for the city and the residents. Councilwoman Martell welcomed Ana Garcia to the city and expressed how much she is looking forward to working together with her.

Councilwoman Smith wished Mayor Vallejo a Happy Birthday. She commended City Manager Roslyn Weisblum for giving 100% of her commitment and time to the City and its residents. She announced that there will be a Back-To-School Health Fair at Jackson North Medical Center on Saturday, July 27, 9 a.m.- 2 p.m., at 160 N.W. 170th St., North Miami Beach, Florida.

Councilwoman Spiegel announced that Planning & Zoning Board is having a Special Public Hearing on Monday, July 22, 2013 at 6:00 p.m. on the Braha Dixie Project. She encouraged residents to contact the Miami-Dade commissioners and voice their concern for the closing of the Eastern Shores Fire Station.

Mayor Vallejo Mayor Vallejo congratulated the next City Manager Ana Garcia. He thanked City Manager Roslyn Weisblum for her many years of service to the City of North Miami Beach. He also announced that after 29 years of service to the City of North Miami Beach and its residents, Assistant City Clerk Joanne Callahan will be retiring on August 2, 2013 and he wished her well. He also wished Councilwoman Smith a Happy Birthday.

18. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, August 6, 2013

19. ADJOURNMENT

There being no further business to come before the City Council, Meeting was adjourned at 9:45 p.m.



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Mac Serda, Interim City Manager
DATE: Tuesday, August 20, 2013

RE: Resolution No. R2013-48 (Interim City Manager Mac Serda)

BACKGROUND: AFSCME Local 3293 ratified the Collective Bargaining Agreement with the City on July 29th. 133 AFSCME members voted with 103 voting yes and 30 voting no. The term of the Agreement is from August 6, 2013 through September 30, 2015. The City Manager recommends approval of the Agreement by the City Council.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Mac Serda, Interim City Manager

ATTACHMENTS:

- ❑ [resolution No. R2013-48](#)
- ❑ [AFSCME Agreement 2012-15](#)

RESOLUTION NO. R2013-48

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY, THE AFSCME AGREEMENT RATIFIED AND APPROVED BY THE BARGAINING UNIT ON JULY 29, 2013 COVERING THE TERM AUGUST 6, 2013 THROUGH SEPTEMBER 30, 2015.

WHEREAS, the classified employees of the City of North Miami Beach, Florida, who are represented by the AFSCME Union have voted to approve a contract with the City for the term of August 6, 2013 through September 30, 2015, incorporated herein by reference; and

WHEREAS, the City Manager has requested the approval of the Mayor and City Council to enter into this contract; and

WHEREAS, the Mayor and City Council have determined it to be in the best interests of the City, its residents, citizens and employees to approve the contract.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are hereby deemed to be true and correct.

Section 2. The AFSCME Agreement between the City of North Miami Beach and those classified employees represented by the AFSCME Union, was ratified and approved by the AFSCME membership on July 29, 2013 and shall be in effect from August 6, 2013 through September 30, 2015. The AFSCME Agreement is incorporated herein by reference and is hereby approved by the Mayor and Council.

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

Florida at its regular meeting assembled this ____ **day of August, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

AGREEMENT BETWEEN
THE CITY OF NORTH MIAMI BEACH, FLORIDA
AND
NORTH MIAMI BEACH, CITY EMPLOYEES
LOCAL 3293, AFSCME

2012 - 2015

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ARTICLE 1: AGREEMENT

Section 1 - Parties: This Agreement entered into on this day of _____, 2013, by and between the CITY OF NORTH MIAMI BEACH, FLORIDA (hereinafter referred to as the City), and the NORTH MIAMI BEACH, FLORIDA, CITY EMPLOYEES, LOCAL 3293, AFSCME (hereinafter referred to as the Union). Said Agreement to be effective on the above date, provided that it has been ratified by the bargaining unit and upon ratification by the City Council of North Miami Beach, Florida.

Section 2 – Mutual Cooperation: The Union and the City, jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the City, hereby agree that the interest of both the employees and the City will best be served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The Union agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

ARTICLE 2: RECOGNITION

Section 1 – Parties Representatives: The City recognizes the Union as the sole and exclusive bargaining representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of Collective Bargaining with respect to wages, hours of employment, and other conditions and terms of employment. The Union recognizes the City Manager, or his/her designee, as the representative of the City in all such matters.

Section 2 – Bargaining Unit: The Bargaining Unit covered by this Agreement is: all regular full-time and Part-Time A employees, as defined by the Public Employees Relations Commission Certification number 738, as follows: (see Article XI Sec 4 for (*) explanation).

All other employees of the City are excluded from this bargaining unit.

Accountant I	City Electrician	Engineering Technician*
Accountant II	Civil Engineering Designer	Facility Maintenance
Account Clerk	Civil Engineering Technician	Operator Specialist*
Accreditation Coordinator	Claims Coordinator	Facility Maintenance
Administrative Aide I	Clerk	Specialist*
Administrative Aide II	Clerk Typist	Graphics Design/Sign
Administrative Assistant I	Codes Enforcement Officer*	Specialist I
Administrative Assistant II	Community Center Leader I	Graphics Design/Sign
Administrative Assistant III	Community Center Leader II	Specialist II
Administrative	Community Center Leader III	Heavy Equipment Operator*
Secretary/Floater	Community Resource	Horticulturist
Athletic Specialist	Coordinator	HVAC Air Conditioning
Automotive Mechanic I*	Construction Coordinator	Technician*
Automotive Mechanic II*	Construction Worker I*	Information Technology
Building Inspector*	Construction Worker II*	Coordinator*
Building Superintendent*	Crime Scene Technician*	Information Technology
Bus Driver	Custodian Maintenance	Operator*
Buyer I	Worker I	Journeyman/Electrician
Buyer II	Custodian Maintenance	Laboratory Technician I*
C.I.P.	Worker II	Laboratory Technician II*
Construction	Data Processing Operator	Laboratory Technician III*
Coordinator	Division Specialist	Library Assistant I
Cadd Operator I	Division Specialist II	Library Assistant II
Cadd Operator II	Draftsperson	Library Assistant III
Cadd Operator III	Engineering Technician	Library Associate I
Cashier I	Trainee	Library Associate II
Cashier II		

Library Associate III	Public Safety Clerk	Utility Mechanic II*
Lifeguard I	Public Services Analyst	Utility Worker I*
Lifeguard II	Public Services Assistant	Utility Worker II*
Lift Station Technician*	Public Services Administrative	Warehouse Worker*
Mail Clerk	Coordinator	Wastewater Heavy
Maintenance Worker I*	Public Services Administrative	Equipment
Maintenance Worker II*	Specialist	Operator*
Marketing Specialist I	Records Management	Wastewater Lift Station
Marketing Specialist II	Coordinator	Mechanic I*
Materials Control Assistant*	Recreation Leader	Wastewater Lift Station
Mechanic Apprentice	Recreation Office	Mechanic II*
Micrographics Clerk	Coordinator	Wastewater Lift Station
Micrographics Records	Recreation Specialist	Technician I*
Coordinator	Recreation Technical	Wastewater Lift Station
Motor Equipment Operator*	Coordinator	Technician II*
Network Administrator	Secretary	Wastewater Line
NMB Line Dispatcher	Senior Engineering	Technician I*
Nursery Specialist	Technician*	Wastewater Line
Nursery Technician	Senior Meter Reader	Technician II*
Occupational License	Storekeeper*	Wastewater TV Technician*
Inspector	Switchboard Operator*	Water Conservation
P.C. Technician I	T.V. Inspection Technician*	Technician
P.C. Technician II	Telecommunications	Water Meter Reader
P.C. Technician Trainee	Coordinator*	Water Plant Operator I*
Painter*	Telecommunications	Water Plant Operator II*
Permit Clerk I	Specialist*	Water Plant Operator III*
Permit Clerk II	Tire Technician*	Water Plant Operator Trainee
Plant Electrician*	Tractor Trailer Operator*	Water Service Rep. I*
Plant Electrician I*	Tradesman Technician	Water Service Rep. II*
Plant Electrician II*	Utilities Engineer I	Water Service Tech. I*
Plant Electrician III*	Utilities Engineer II	Water Service Tech. II*
Plumber*	Utility Development	Welder I*
Programmer	Coordinator	Welder II*
Programmer Trainee	Utilities Locator*	
Police Services Analyst	Utility Carpenter	
Property Custodian/	Utility Construction Worker*	
Quartermaster*	Utility Mechanic I*	

Employment of a person in a position regularly established without limitation as to the length of said employment shall be considered a regular appointment after completion of a probationary period if recommended by the appointing authority. Regular full time

appointments are for positions that are scheduled for forty (40) hours per week. Regular full time positions are entitled to the benefits set forth in this Agreement.

Section 3: Part time employment: There are two types of part time positions. Part Time A positions are those that are regularly scheduled for thirty (30) through thirty-five (35) hours per week. Part Time B positions are those that are scheduled for twenty-nine (29) hours per week or less. Part time employees are not within the Civil Service of the City and are not covered by the Civil Service Rules. Benefits, if any, associated with each type of part time position are set forth below:

Part Time A positions are entitled only to the following specified benefits: one-half ($\frac{1}{2}$) the annual leave, sick leave, and holiday leave benefits per year that are set forth in this Agreement. The leave must be used on an annual basis by calendar year and may not be carried over to the following calendar year. There is no payout of any unused leave upon leaving the employment of the City. Part Time A employees must be employed by the City for six (6) months before they are eligible for leave. Part Time A positions may use the grievance procedure set forth in the Agreement. All new hires into Part Time A positions and current Part Time A employees employed less than one year will have to serve a one-year probationary period from their date of appointment with the City. Part Time A employees are not entitled to any benefits of this Agreement not specifically mentioned in this paragraph.

Part Time B positions are not entitled to any of the benefits of this Agreement. Further, Part Time B positions in the Recreation Department may work over the twenty-nine (29) hours per week and during peak seasons: namely, the summer (mid-May through September), winter break and spring break without affecting their status as a Part Time B employee.

If Part-time B or temporary employees are hired by the City as Part-time A or regular full time employees, they will be given credit for the time served in completing their initial probationary period as a bargaining unit employee.

Section 4: It is agreed by the parties that, if new position classifications are created by action of the City Council of North Miami Beach, the question of inclusion or exclusion within the Bargaining Unit shall be determined by reference to the above classifications, after consultation with the Union Representative and the City Manager or his designee. If no agreement is reached, the party desiring inclusion or exclusion may petition the Public Employees Relations Commission.

Section 5: Employment of a person in a position for a limited or specified period of time of six (6) months or less is a temporary appointment. (Temporary appointments may be renewed as set forth in the Civil Service Rules.) Temporary appointments are not covered by this Agreement and are not part of the bargaining unit. Seasonal employees (i.e., summer contract employees) and temporary employees are temporary appointments of the City classified as Part Time C positions.

Section 6: The City agrees to limit the employment of “contract” employees to those positions outside the bargaining unit.

Section 7 – New Hires: New hires shall be given a copy of the Civil Service Rules (via CD) and the City's Policy and Procedures Packet.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1: The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to:

- (a) decide the scope of service(s) to be performed and the method of service(s);
- (b) hire; fire, demote, suspend (or otherwise discipline) for just cause; promote, lay off, and determine the qualifications of employees;
- (c) reasonable transfer of employees from location to location and from time to time;
- (d) rehire employees;
- (e) determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 10;
- (f) merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (g) control the use of equipment and property of the City;
- (h) schedule and assign the work to the employees and to determine the size and composition of the work force;
- (i) fill any job on an emergency or interim basis not to exceed sixty (60) days;
- (j) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- (k) formulate and revise rules and regulations, provided same are not inconsistent with this Agreement; and
- (l) have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above.

Section 2: It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees

covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union not less than sixty (60) days of the City's intent to contract and/or subcontract any existing or future work and will inform the Union of the estimated scope and duration of such work. This does not imply any limitation to the City's right to contract and/or subcontract such work. When contracting or subcontracting is necessary, the City agrees to make every reasonable effort to minimize the impact of such action by using reasonable efforts to place affected employees in other existing permanent positions for which there are vacancies and for which the employees are qualified. When contracting or subcontracting of work is necessary, the City further agrees to request that the contractor involved employ available employees or laid-off employees who are qualified; and to request that the contractor pay at least the equivalent of the wages of employees in the same classification of the City.

Section 3: The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

Section 4: If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed to constitute a waiver of the City's right to exercise any or all of such functions.

ARTICLE 4: NON-DISCRIMINATION

Section 1 – Union Membership as a Condition of Employment: It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2 – Union Membership Discrimination: The City agrees it will not discriminate against, coerce or intimidate any employee covered by this Agreement because of membership or non-membership in the Union, or for filing a grievance.

Section 3 – Other Forms of Discrimination: Neither the City nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or physical handicap.

Section 4 – Access to City Property: The Union agrees that no officer, agent, representatives or members of the Union will coerce, or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

Section 5 - Grievances: Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

ARTICLE 5: NO STRIKES

Section 1 - Prohibitions: There shall be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure, or refusal to perform assigned work by the employees or the Union covered under this Agreement and there will be no lockout by the City for the duration of this Agreement. The Union supports the City fully in maintaining efficient operations.

Section 2 – Discipline for Violations: Any employee who participates in, or promotes a strike, work stoppage, picketing, slowdown, boycott, or concerted failure or refusal to perform assigned work, may be disciplined or discharged by the City and the sole and exclusive jurisdiction to grieve such discipline or discharge shall be as provided in Article 13 of this Agreement, provided the arbitrator shall dismiss the grievance if he/she finds the employee violated any of the prohibitions set forth in this Article.

Section 3 – Irreparable Injury: It is recognized by the parties that the City is responsible for, and engaged in activities, which are the basis of the health and welfare of the citizens of the City and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article, if neither the Union, nor any of its officers or agents, instigated, authorized, condoned, sanctioned, or ratified such action and, provided further, that the Union and its officers or agents have used every reasonable means available to prevent or terminate such actions.

Section 4 - Picketing: There shall be no picketing by the Union or members of the bargaining unit, provided however they may engage in informational picketing solely for the purpose of conveying to the general public the Union's position in the labor dispute, subject to the following restrictions:

- A. picketing shall be confined to that area of the sidewalk immediately in front of the front plaza of City Hall;
- B. pickets shall be off duty and shall not be in City uniform;
- C. the public's unrestricted use of City facilities shall not be impaired;
- D. mass picketing (more than ten (10) pickets at any one time) will not be permitted;
- E. the picketing does not interfere with or impede the ability of employees to perform their duties or the providing of City Services.

ARTICLE 6: DUES

Section 1 – City Deduction: Upon receipt of a written authorization from an employee, the City agrees to deduct the regular Union dues of such employees from his/her regular pay and remit such deduction to the duly elected Treasurer of the Union, AFSCME, Council 79, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301, within ten (10) working days from the date of the deduction. The Union will notify the City, in writing, thirty (30) days prior to any change in the regular Union dues structure.

Section 2 – Revocation of Authorization: An employee may revoke his/her union dues deduction authorization only by requesting such revocation upon 30 days written notice to the employer and the Union.

Section 3 - Indemnification: The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City, as a result of any action taken by the City under the provisions of this Article.

Section 4: It is agreed and understood that the City, through its Manager, department heads, division heads, supervisory employees and those employees not included in this bargaining unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

**ARTICLE 7: UNION STEWARDS,
UNION REPRESENTATION, AND SERVICES TO THE UNION**

Section 1 – Number of Stewards / Locations: The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the City Manager and the Human Resources Department by the Union. It is agreed to and understood by the parties to this Agreement that Union Stewards may, with prior approval of his supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. When given permission to leave the job to perform Union business, the Steward is to clock out, unless it is to attend a grievance or other meeting called by the City during the Steward's scheduled work day in which the Steward shall remain on the clock. It is agreed to and understood by the Union, that Union Stewards shall process grievances in such a manner as to not disrupt normal City activities and services. An employee may be designated as a Union Steward and be a member of the Union's Executive Board, but must be designated as a Union Steward in order to process grievances as provided in this paragraph. There may be one (1) Union Steward from each of the following locations:

City Hall	17011 N. E. 19 th Avenue North Miami Beach
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Leisure Services	17051 N. E. 19 th Avenue North Miami Beach
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Public Services Administrative Offices	17050 N. E. 19 th Avenue North Miami Beach
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Public Services Operations Center	2101 N.E. 159 th Street North Miami Beach
Solid Waste/Fleet Maintenance (includes Beautification personnel)	1965 N. E. 151 Street North Miami Beach
Wastewater	17820 N.W. 29 th Court Miami, Florida
Norwood Water Plant	19150 N. W. 8 th Avenue Miami, Florida

Section 2: The City agrees that the person designated as Steward shall remain on the job as long as there is work in their classification. In no event shall the City discriminate against a Steward or lay the Steward off or discharge the Steward for any reasonable and lawful action taken by the Steward in the proper performance of his duty as a Steward. A Steward shall not be laid off unless all employees in the like classification have been laid off and in the event the Steward is laid off, the Steward shall be the first person to be re-employed.

Section 3 – Timely Investigation: Every effort shall be made, by both the City and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same day as the grievance becomes known and at least within one (1) working day.

Section 4 – Union Representatives: Non employee Union Representatives, including Business Representatives, shall be certified, in writing, to the City Manager by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such a fashion as not to interfere with normal work production and they shall not enter work areas without the permission of the managerial employee responsible for the area the representative wishes to visit.

Section 5: The City shall provide two hundred forty (240) hours of paid leave annually to be used by the Union in order to attend state or national AFSCME/Union Conventions as well as any other AFSCME/Union related business. In order to use paid leave, the leave must be

requested at least two (2) weeks in advance for leave of eight (8) hours or more. Approval for use of paid leave for periods of less than eight (8) hours will normally be approved with four (4) hours notice. Unused leave time will roll over from year to year.

Section 6 – Employee Information: The City agrees to furnish to the Union, electronically or by hard copy, a copy of the names, addresses, telephone numbers, job classification, department, division, and current pay rate of all employees in this Unit quarterly. All new hire information will likewise be forwarded to AFSCME weekly at the close of payroll (if available).

Section 7 – Other Information: The City agrees to notify the Union in writing as early as practicable, of any public hearing in which personnel matters relative to this Unit are to be the subject of discussion. To facilitate this section, the City agrees to furnish the Union the following documents and publications:

Civil Service Board Agendas and Minutes

Civil Service Eligibility List

Civil Service Job Announcements

New Classification Specifications

Proposed and Final Annual Budget and Pay Plan

1 Set of Current Job Descriptions

A copy of the AFSCME Agreement on the City's Intranet site, "Inside NMB"

A copy of the AFSCME Agreement via CD or the equivalent and a hard copy for each division

The City shall make other public documents available to the Union upon proper request at the same terms it supplies them to the public; provided, the City will not charge the Union for the first ten (10) pages of a document properly requested.

Section 8: Four (4) employees from the Bargaining unit will be permitted to attend contract negotiations on City time.

Section 9: The Union shall receive a written invitation to attend all orientation programs sponsored by the City in each department covered by this Agreement.

Section 10 – Union Pool Time: Employees may contribute up to eight (8) hours of earned annual leave each year to a Union Pool Time Bank. The contributions shall be voluntary and shall be made during the months of November and April each year. Union pool time may be utilized to avoid the loss of pay when permission is granted to clock out for any of the following purposes:

- A. Preparation for and participating in collective bargaining, the contractual grievances and arbitrations.
- B. Attending meetings and conventions relating to union business.
- C. Engaging in other Union related activities.

Administration of the Union Pool Time Bank shall be the sole responsibility of the Union and the only responsibility of the City is to transfer the earned annual leave upon the employee's written authorization to the Union Pool Time Bank and to pay employee's from the Bank upon a written request from the Union President or his/her designee specifying the hours, rate and activities for which the employee is to be paid.

Section 11 – Information to Employees: Upon completion of the bargaining process and the ratification of this Agreement, the City shall cause to have printed twenty (20) copies of the signed and ratified Agreement and will provide via CD or its equivalent a copy of any departmental procedural directives. The City will provide to the Union via CD, its equivalent, or a hard copy of the collective bargaining agreement, any rules, regulations, policies or

departmental procedural directives applicable to bargaining unit employees. Each division of each department will also make one (1) hard copy of any departmental procedural directives, rules, regulations and policies applicable to employees easily accessible to employees within the division. Access to the collective bargaining agreement will be made available for each department by electronic means or hard copy.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Section 1 – Departmental Committees: There shall be a Labor-Management Committee formed within each department affected by this Agreement. Said Committee shall consist of one (1) bargaining unit member designated by the Union and of one (1) member of management designated by the head of each affected department. By mutual agreement, the parties may each have up to three (3) bargaining unit members and three (3) members of management at meetings of larger departments. The City Manager or his/her designee may also participate in all such meetings. In the event the City Manager or his/her designee chooses to participate in a meeting the Union will be permitted to select one (1) additional bargaining unit employee to participate on the Committee for that meeting.

Section 2 - Meetings: Each department Labor-Management Committee shall meet as needed by mutual consent. These meetings shall be held during working hours, without loss of pay. The purpose of these meetings will be to discuss problems and objectives of mutual concern.

Section 3 - City Manager: Upon mutual agreement, there shall be a Labor-Management meeting every six (6) months between the City Manager and the Union President to discuss general topics of interest. Each may be accompanied by up to two (2) other persons unless the parties both agree otherwise.

ARTICLE 9: SENIORITY, LAYOFF, RECALL

Section 1 – Definition / Accumulation:

- A. Bargaining unit seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was hired so long as the employee has been carried for payroll purposes as a full time civil service employee.
- B. Bargaining unit seniority will continue to accrue during all types of City of North Miami Beach approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absences without pay for less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

Section 2: If it is necessary to reduce the workforce, layoffs will first be by type of position within the division, as follows: temporary appointments, provisional appointments, substitute appointments, part time appointments (Part Time B and then Part Time A), full time probationary appointments, and regular full time appointments. If it is necessary to layoff regular full time employees, bargaining unit seniority by division, by classification, will be used for the purpose of layoff and recall and for other purposes as provided in this agreement. Regular full time employees are the only employees entitled to recall. The other types of employees within the City (i.e., temporary, provisional, substitute, Part Time A or Part Time B) do not have recall rights. Nothing herein shall adversely affect a laid-off full-time employee's right to displace another employee with less bargaining unit seniority in an equal or lower bargaining unit position, which he or she is qualified.

Section 3: An employee affected by a reduction in force shall have the right to displace another employee with less bargaining unit seniority in any equal or lower bargaining unit

position, provided the retained employee has satisfactorily completed the probationary period in the equal or lower job classification, is technically qualified, and physically capable of performing the duties of the position.

Section 4 - Recall: Regular full time employees are the only employees entitled to recall and they shall be recalled in their job classification in the department in reverse order of their layoff. Recall rights shall expire after twenty four (24) months.

Section 5: Any employee who accepts a lower paid position shall retain their eligibility for longevity pay as previously attained in the old position.

Section 6 – Recall Procedure: When a vacancy occurs within the bargaining unit, the Human Resources Department will send a certified letter of notice to the employee eligible for recall at the last known address he/she filed with the City with a courtesy copy to AFSCME. Further, the City agrees not to hire new employees while laid off employees qualified to perform the job remain on the recall list. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff, except for time spent on a layoff for less than thirty (30) days, shall not be credited in the calculation of benefits.

If an employee refuses to return to work on the classification for which he or she is recalled for, or if no response is received within ten (10) working days after the notice of recall is sent, such employee's recall rights are forfeited. The employee would still be eligible for employment with the City, but not on a preferential basis.

Section 7 – Recall List: The Human Resources Department will maintain a recall list of regular full time employees based on department, by classification, by bargaining unit seniority. Seniority lists by department, by classification, shall be furnished to the Union, and shall be kept posted in each department that has bargaining unit members. Such lists shall be provided to

AFSCME by Human Resources by January 1st and June 1st of each year. In preparing seniority lists, when it is impossible to determine the proper order by date of hire or length of service with the City, then the names shall be listed in alphabetical order by surnames.

Section 8 – Severance in Lieu of Notice: All employees shall receive at least two (2) weeks' notice of layoff or, in lieu of notice, two (2) weeks' pay at his/her regular rate of pay. AFSCME shall be furnished copies of all layoffs at the same time as the laid off employee receives notice.

ARTICLE 10: WORK SCHEDULE

Section 1 – Work Hours: The standard workweek shall consist of seven (7) consecutive twenty-four (24) hour “days” coinciding with the “pay period” week, Thursday through Wednesday.

Section 2 - Hours: The standard number of working hours during any standard workweek will normally be forty (40) hours. This Article is intended to be construed as establishing a basis for overtime and shall not be construed as a guarantee of hours of work per day or week.

Section 3: No change in the number of days of work per week, or number of hours of work per day, shall be made without prior consultation and written notification with the Union.

- A. The City agrees to continue scheduling employees engaged in “residential” and “commercial” sanitation collection on a task assignment basis, a “task” being defined as when all scheduled collection for the day has been completed on all routes. This means that the City shall have the right to direct crews who have completed their route to assist other routes in completing their collection.
- B. It is recognized that from time to time the City may need to change permanently the employees’ hours and/or days of work, routes, methods of sanitation collection and/or otherwise make alterations to the employees’ work schedule. The City may formulate and implement any such changes in its discretion provided that it first discusses them with the Union and notifies the union in writing. Any such changes made by the City will be subject to the grievance/arbitration procedure of this Agreement. However, an arbitrator’s jurisdiction is limited to determining whether the City is maintaining a task assignment. If so, then the City’s “changes” must be upheld. If not, the arbitrator nevertheless has no jurisdiction to impose any particular work schedule. Rather, the City will then have ninety (90) calendar days which to implement a work schedule that is consistent with a task assignment. The Union may challenge this “new” schedule, but only as provided herein above.

Section 4: The City will not change employee’s work schedules to avoid the payment of overtime.

Section 5 – Days Off: All regular full time employees shall receive two (2) consecutive or three (3) days off at the completion of five (5) consecutive days or four (4) days of work,

whichever applies. In Monday to Friday operations, these days off shall be Saturday and Sunday. In seven (7) day per week operations, these days off shall be either Friday and Saturday, Saturday and Sunday, or Sunday and Monday. Due to scheduling necessities, Library Personnel, Recreation Personnel, Water Plant Operators, Crime Scene Technicians, Code Compliance and Public Works employees may be exempted from the provisions of this Section based on operational needs.

Section 6 – Shift Assignment Change: Employees shall be notified in writing at least fourteen (14) calendar days in advance of any change in their assigned shift except Recreation Personnel, Crime Scene Technicians, and Library Personnel which may receive less notice due to scheduling necessities.

Section 7 – Lunch Breaks: Employees will have a sixty (60) minute unpaid lunch break. The timing of said lunch period will be determined at the discretion of the employee's department head.

ARTICLE 11: OVERTIME

Section 1 - Overtime: An employee shall be compensated at one and one-half (1-1/2) times his/her normal base hourly rate for time worked in excess of forty (40) hours in a week, provided however, that overtime shall first be certified by an authorized representative of the City as being necessary.

A: The majority of classifications in the Civil Service are assigned to a forty (40) hour week and such is considered their normal workweek. Where employees are serving in positions wherein they are required to work varying schedules, as necessary to accomplish the required work, overtime compensation provisions will not apply. In classifications where the normal work schedule assigned is over forty (40) hours, salaries are set at a level to compensate for this factor and overtime compensation provisions will not apply, unless the total worked is in excess of the prescribed normal work schedule.

B: Overtime compensation will not be paid, unless the normally scheduled work week is actually worked in full. Early completion due to planned incentive scheduling shall not constitute the normal work day or normal work week. However, paid holiday leave and annual leave (but not sick leave) shall be included as part of the normal workweek for purposes of computing eligibility for overtime payment.

Section 2 - Call Out Pay:

There will be no guaranteed minimum for regularly scheduled overtime.

- A. Employees who are called from home to work and who actually report as requested, shall be guaranteed three (3) hours' pay at one and one-half (1-1/2) their regular straight time rate of pay.
- B. Employees who work emergency overtime, and who complete their task within the guaranteed call back hours, will not be required to remain on-duty for the full

three (3) hours. No additional compensation will be paid for other call backs within the three (3) hours.

- C. An employee who works two (2) or more hours beyond his/her normal work day shall be allowed one-half ($\frac{1}{2}$) hour for mealtime without loss of pay.
- D. An employee called to work at least three (3) hours before his/her normal starting time shall be allowed one-half ($\frac{1}{2}$) hour break with no loss of pay, provided he/she completes his/her normal shift. Non-Exempt Supervisory personnel, unless on regular duty, will not perform work which is ordinarily performed by Bargaining Unit employees in order to avoid payment of overtime to Bargaining Unit employees.

Section 3 – Overtime Assignments:

- A. Overtime work shall be offered according to seniority in the division on a rotating basis. Qualified employees who decline an offer of overtime work shall be placed at the bottom of the seniority rotation roster. In the event all employees decline overtime, it shall be assigned to the least senior qualified employee at the discretion of the Department Head.
- B. In cases of an emergency condition, when an employee is dispatched or is on-site/route the employee must remain on-site/route until properly relieved even though the employee may be working beyond his/her scheduled work shift and will be paid in accordance with the FLSA. Grieving any issues relating to this Section shall not be grounds for not adhering to this Section.

Section 4 - Disasters: In the event the City Manager declares an emergency condition due to a disaster, or in preparation for a potential disaster such as a hurricane, or other unforeseen event, such declaration being made at his sole and exclusive discretion, employees who are informed by their department head to remain at work or to report to work during the emergency will be compensated at two and a half ($2 \frac{1}{2}$) times their normal rate of pay for the duration of the emergency condition. Employees who are sent home on the day the emergency condition is declared will receive their normal pay for the remainder of that day. Employees who are directed by their department heads not to report to work on subsequent days of the emergency will be paid as follows:

a. The first five days that a civilian employee would have been scheduled to work and is unable to do so as determined by his/her department head, will be paid by the City at the civilian employee's normal rate of pay. These hours of compensation may not be used towards meeting the 40 work hour requirement for overtime purposes.

b. If the condition as declared by the City Manager continues beyond the initial five (5) day period and department heads are still not able to direct their civilian employees to return to work, they must then use accrued sick or annual leave time if they wish to continue to receive weekly compensation.

c. Since normally they would not have been scheduled to work, civilian employees who are already on vacation or using sick hours, during or when the emergency is declared, are not eligible to be paid by the City for the hours described in paragraph a., above. They will continue to use their pre-arranged vacation or sick time. If said employee is scheduled to return to work, they will be subject to a. or b. whichever applies.

d. On May 1st of each year the City shall establish and display a list of job classifications designated as essential in case of emergency. The City reserves the right to modify said list as necessary.

Section 5 – Overtime List: City will provide a monthly overtime list including new hire list for previous month, in accordance with seniority in each department indicating the relative seniority of each employee by classification and division within a department. This list shall be posted in a conspicuous location and periodically updated as required by personnel activity.

Section 6 – Return to Work for Disciplinary / Corrective Action: When employees are required to return to work for corrective or disciplinary action, they shall be entitled to overtime compensation beyond his/her regular shift. However, an employee who has not worked a forty

(40) workweek shall be compensated at the regular straight time rate until the forty (40) hours has accrued.

Section 7 – Appearance on Behalf of the City: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, the employee will be paid their regular straight-time rate of pay. If the employee has already worked a forty (40) hour workweek and attendance at such proceeding would cause the employee to exceed forty (40) hours in the workweek, the employee will be paid their overtime rate for any time spent over forty (40) hours. This provision shall not be interpreted to provide payment to an employee for appearance at proceedings brought by the employee against the City.

Section 8 – Witness Fees: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, and the employee receives a witness fee, the employee shall be entitled to keep the witness fee. If the employee receives reimbursement for mileage, such reimbursement shall be provided to the City only if the employee used a City vehicle for transportation to and from the proceeding.

ARTICLE 12: MAINTAINING OF DISCIPLINE

Section 1: Whenever an employee violates any rule, regulation, or policy, or upon discovery of the violation, the employee shall be notified by his/her supervisor of said violation within twenty one (21) days. An informal discussion with the Union representative and the employee prior to the issuance of any disciplinary action will be conducted if requested by the employee. It is the responsibility of the employee to assure the Union representative's attendance at such meeting; the supervisor shall delay such meeting to allow a reasonable time (within one week) for the Union representative (shop steward) to be present. Prior to any action more serious than a written reprimand, a pre-disciplinary hearing will be conducted by the Department Head or his designee and written charges will be presented to the employee.

Section 2: Notice of Disciplinary Action: The City agrees to promptly furnish the Union with a copy of any disciplinary action notification against an employee in this Bargaining Unit.

Section 3: The City agrees that all performance reports, evaluation statements and the employee counseling report will have a place designated for the employee's signature and will provide a space for an employee to comment on the content of the form report. After presenting aforementioned form to an employee, the City shall provide the employee a maximum of two working days to prepare a response if he/she so desires. There shall be no performance report, evaluation statement, or employee counseling report in an employee's personnel folder, unless the employee has been given a copy at the same time it is placed in the file.

Section 4: The employee shall have the right to representation on any matter, including discussions on disciplinary action.

Section 5: Employees shall have the right to respond in writing to all letters of reprimand and shall have that response placed in his/her personnel folder, attached to the letter to which it responds.

ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – General:

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of the grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

B. It is understood and agreed by the parties that this grievance/arbitration procedure is intended to be the sole and exclusive method of resolving grievances. Accordingly, employees covered by this Agreement may no longer file a grievance pursuant to Civil Service Rules Chapter 13, Sections 13.01 and 13.07 nor to City Charter, Article 13, Department of Personnel, Section 79 (Appeals) and, therefore, the Civil Service Board shall not have jurisdiction to hear any grievance filed by a bargaining unit employee (i.e., whether it is a grievance over discipline or any other matter).

Section 2 – Definition of a Grievance: A grievance is restricted to a claim by the Union that a specific provision or provisions of this Agreement has been violated, misapplied or misinterpreted.

Section 3 - Timelines: Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by management within the time limits provided below will automatically advance to the next higher step of the grievance procedure, unless waived by mutual consent.

Section 4 - The Grievance Process: Grievances shall be presented in the following manner.

Step 1: The employee, with or without the Union representative or Steward, shall first take up his/her grievance with his/her immediate supervisor within seven (7) working days of the occurrence of the event(s) which gave rise to the grievance, or when the Union knew or should have known of the grievance, whichever first occurs. Such grievance shall be presented to the supervisor in writing, shall be signed by the employee, and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the relief requested. If within seven (7) working days of the presentation of the grievance the dispute has not been satisfactorily resolved, the employee may proceed to Step 2;

Step 2: In the event that the Union is not satisfied with the disposition of the grievance in Step 1, the Union shall have the right to appeal his/her immediate supervisor's decision to his/her Department Head within seven (7) working days of the date of issuance of the immediate supervisor's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the Union requesting that the immediate supervisor's decision be reversed or modified. The Department Head shall, within seven (7) working days of the appeal (or for such longer period of time as is mutually agreed upon) meet with the employee. Within seven (7) working days of this meeting (or for such longer period of time as is mutually agreed upon), the Department Head shall render his/her decision in writing.

Step 3: In the event that the Union is not satisfied with the disposition of the grievance in Step 2, the Union shall have the right to appeal the Department Head's decision to the City Manager within seven (7) working days of the date of issuance of the Department Head's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee requesting that the Department Head's decision be reversed or modified. The City Manager, or his/her designee, shall, within ten (10) working days of the appeal (or for such longer period of time as is mutually agreed upon); review the

decision and all evidence submitted by the employee and the Department Head; and render his/her decision in writing.

Section 5 – General Grievances: Where a grievance is deemed, by mutual agreement between the City and the Union, to be general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly to the Second or Third Step of the Grievance Procedure, whichever is appropriate, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

Section 6 - Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3, above, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager, or his/her designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation Conciliatory Service to furnish a panel of seven (7) names. The selection of a neutral arbitrator shall be in accordance with the procedures of the Federal Mediation Conciliatory Service.

Section 7 – Arbitration Procedure: The City and the Union may mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this

Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to the extent as specifically provided herein.

Section 8: The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing.

Section 9 - Expenses: Each party shall bear the expense of its own witnesses and of its own representative(s) for the purpose of the arbitration hearing. Upon advance notice being given, the City shall make appropriate arrangements to excuse from work necessary witnesses. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

Section 10 - Decision: Upon conclusion of the hearings, the arbitrator shall render his/her decision within thirty (30) days. Such decision shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator's award shall be final and binding on the parties. Copies of the award shall be furnished to both parties.

Section 11 – Probationary and Part-Time A Employees: Probationary and Part-Time A employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension or other discipline.

Section 12: The Union shall not be required to process grievances for employees covered by this Agreement who are not members of the Union.

ARTICLE 14: LEAVE

Section 1: Annual Leave: All full time employees will earn ninety-six (96) hours of annual leave each year at the rate of one (1) day (8 hours) per calendar month. Leave may be utilized for vacation or personal purposes by the employee after it has been earned; an employee may not draw upon future leave earned. All use of annual leave, other than in an emergency situation, must be requested and approved by the employee's Department Head in advance of use per Civil Service Rule 12.13. Prepayment of salary for vacation purposes will be made, provided there is sufficient leave accrued to cover the vacation period, it is approved by the Department Head, and is submitted to the Human Resources Department not less than three (3) weeks in advance of the date requested for the advance payment.

Part-time A employees shall be eligible for one half (1/2) of the vacation provided to regular full time employees based on the same continuous years of service.

Probationary employees will earn leave at the rate indicated above; however, during the first six (6) months of the probationary period they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited.

Section 2: Service Leave: Full time employees who have completed six (6) years of continuous service with the City will earn an additional eight (8) hours of annual leave; employees with ten (10) continuous years of service will receive twenty four (24) hours of annual leave; employees with fifteen (15) years of continuous service will receive thirty two (32) hours of annual leave; employees with twenty (20) years of continuous service will receive forty (40) hours of annual leave.

Section 3: Annual Leave Accumulation and Carryover: All annual leave may be accumulated up to a maximum of 250 hours. Employees will not be allowed to cash in any unused annual leave until separating from the City. For employees having more than two hundred and fifty (250) hours of accumulated leave on January 1, 2013, the maximum amount of leave shall be grandfathered in as the number of hours in the employee's leave account on January 1, 2013, up to a maximum of four hundred (400) hours. For subsequent years, the maximum allowable accumulated leave balance shall be the lowest balance in the employee's account as of January 1, 2013, or any year thereafter. If the balance on January 1 of any year should drop below two hundred and fifty (250) hours, the maximum accumulation shall be two hundred and fifty (250) hours.

Section 3(a): Upon separation of employment, payment for annual leave will be at the employee's current rate of pay.

Annual leave may be temporarily accumulated above the allowable maximum during the course of a calendar year, however, any such leave not taken by December 31 of the year in which it was earned will be forfeited.

Section 4: Reporting on Leave: Each employee will receive an annual balance sheet indicating leave earned, leave used, and any balance left. The official record of annual and sick leave credits is maintained in the Human Resources Department.

Section 5: Scheduling of Leave: Annual leave will be scheduled in accordance with the desires of the employee, subject to the following:

- (a) leave must have been earned prior to the date of utilization;
- (b) the needs of the Department must be met;

(c) strict seniority by classification will be the determining factor in choice of leave dates between employees provided, if an employee had his/her vacation request approved, a senior employee's later request for the same vacation time will be denied unless management determines both employees can have the same vacation time.

Section 6: Sick Leave: All full time employees will earn seventy two (72) hours of Sick Leave each year at the rate of six (6) hours per calendar month. Leave may be utilized for the following purposes only:

- (a) for personal or family illness (as per Section (c) below) or injury, including pregnancy, or pregnancy related illnesses, and any reason that qualifies for family and medical leave. Verification of illness by a certified physician may be requested for any illness or injury absence of one (1) day or more; verification of illness or injury by a certified physician may be required.
- (b) for personal visits to a physician or dentist that cannot otherwise be arranged during off duty hours; permission must be obtained forty-eight (48) hours in advance of appointment, except in emergency situations.
- (c) employees are entitled to City paid leave of up to three (3) days when no travel outside of the State of Florida is needed and up to five (5) days when travel outside the State of Florida is needed for bereavement purposes. Sick leave may also be used for bereavement reasons, due to a death in the employee's immediate family; immediate family is defined as parent (by blood or legal adoption), spouse, child (by blood or legal adoption), brother, sister, grandparents, or in-laws residing in the same household.

Section 7: Sick Leave Accumulation All unused or unconverted sick leave shall be accumulated in a "sick leave bank." The accumulation of sick leave shall be unlimited.

However, upon separation, employees are subject to a sick leave maximum compensable balance of 600 hours. Upon separation from employment, payment for sick leave will be at the employee's current rate of pay.

The rate of payment due to an employee upon separation from Civil Service based upon the limits set forth above, shall be in accordance with the following schedule:

Date of hire to 2 ½ years of service.....	0%
2 ½ years to 10 years of service.....	15%
10 years to 15 years of service.....	25%
15 years to 20 years of service.....	40%
Over 20 years of service.....	50%

Current employees as of the date of execution of this agreement will be grandfathered in at their then-current percentage rate, but will only be permitted to advance based upon the new rates outlined above. For example, a fourteen (14) year employee will be grandfathered in at the rate of fifty percent (50%), and will be maxed out at that percentage rate. A nine (9) year employee will be grandfathered in at the rate of twenty five percent (25%), and will be eligible to accrue up to forty percent (40%) or fifty percent (50%) based on their subsequent years of service with the City. Any payment made for use of sick leave during the course of an employee’s normal employment shall be made at the then current rate of pay.

Probationary employees will earn leave at the rates indicated above; however, during the first six (6) months of the probationary period, they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited. Part-Time A employees will earn sick leave at one half (1/2) of the rates of regular full time employees.

Section 8: Official Leave: Full time employees will be granted official leave (time off with pay) for the purposes of jury duty service and to attend official or educational meetings as directed by the City only. Such time off will not be charged against the employee’s Annual or Sick leave accounts. Jury fees may be retained by the employee.

Section 9: Military Leave: The City of North Miami Beach is governed by Federal and State Law concerning military leave and all employees covered under this agreement shall receive the benefits of such laws.

Section 10: Workers' Compensation: In the event a regular full time employee suffers an injury arising out of the course of his/her employment, he/she shall be entitled to receive benefits subject to the following conditions:

- (a) The injury must be attributable to the employee's occupation in the City and be considered as such under the administrative code and rules and regulations of the Workers' Compensation Statute of the State of Florida.
- (b) All Workers' Compensation Medical Benefits and Leave will be provided in accordance with the applicable Workers' Compensation law of the State of Florida.

Section 11: Leave Without Pay:

- (a) A permanent employee may be granted Leave of Absence without pay for a period not to exceed six (6) months, provided it is first requested and then approved in advance by the Department Head and the City Manager. The decision of the City Manager is final and binding. Extensions for up to an additional six (6) months may be made, subject to these same prior approvals. Under no circumstances will a Leave of Absence Without Pay exceed one (1) year except as provided by Federal Law for Military Services.
- (b) Leave without pay, up to thirty (30) days, may be granted by the City Manager or his designee. Employees will not accrue benefits for unpaid leaves in excess of thirty (30) calendar days.

- (c) Requests for unpaid sick/maternity/adoption leave shall be subject to the provisions of the Family Medical Leave Act (FMLA).
- (d) Leave of Absence may be granted to a permanent employee to enable him/her to take an appointment in the exempt service; however, this leave of absence period shall be limited to a maximum of one year effective from the exempt service appointment date. If an employee returns to bargaining unit member status after the one year leave of absence as an exempt employee having expired, he/she will regain the bargaining unit seniority/benefits status that he/she had as of the exempt service appointment date. Leave may also be granted for sickness or disability, to engage in a course of study, or other good and sufficient reasons which are considered to be in the best interests of the City of North Miami Beach.

ARTICLE 15: HOLIDAYS

Section 1 – Holidays Recognized: The following shall be recognized holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two (2) Floating Holidays

Section 2: Use of Floating Holiday: The Floating Holidays may be used in one-hour blocks for any purpose desired by the employee, provided:

- (a) it is requested and approved;
- (b) it does not disrupt the functioning of the department or division;
- (c) must be used within the calendar year, January 1st through December 31st; and
- (d) will be forfeited if not utilized - i.e., there will be no payment for unused day.

Section 3 – Official Day of Observance: Holidays falling on a Saturday will normally be observed on the Friday before; holidays falling on a Sunday will normally be observed on the Monday after. However, exception may be made if the Federal Government's official observance of a holiday is contrary to this Section.

Section 4 – Holiday Pay:

- A. Holiday pay for full time regular employees shall be eight (8) or ten (10) hours depending on the employee's regular schedule.
- B. Holiday pay for Part-Time A employees shall be four (4) hours.

Section 5: Christmas and New Year's Eve: When the day immediately preceding December 25th and December 31 falls on a weekday (Monday through Friday) which is a normal work day, employees may be allowed one-half (½) day off with pay in the sole and exclusive discretion of the City Manager. This shall not be considered a holiday and employees not receiving time off under this provision will not be entitled to compensatory time off or overtime pay. Employees on Annual Leave or Sick Leave on this day will be charged for a full day. Employees not allowed to take their one-half (½) day on this day shall receive equivalent administrative leave prior to April 1st. However, no employee shall be entitled to pay for such leave if it is not used.

Section 6: Holiday Pay:

- (a) When a Holiday falls on an employee's regularly scheduled work day and the employee is required to work that day, the employee shall receive either one day's pay plus one and one-half (1½) times the hourly rate for all hours worked that day (in effect, the employee will be paid double time and one-half for that (8) hour day) or one and a half (1½) times the hourly rate for all hours worked that day and he/she will be allowed to take a day off with pay within ninety (90) days after the holiday. The days off that may accrue in this "holiday time" bank may be taken in conjunction with scheduled regular leave time. It is also expressly understood that any hours that may be accrued in the "holiday bank" but not taken, at the time of an employee's termination will not be paid by the City. The selection as to which method of payment to use for compensating employees working a holiday shall be at the discretion of the employee's department head.

- (b) When a Holiday falls on an employee's regularly scheduled day off, and the employee is not required to work, the employee shall receive another day off, or an extra day's pay within the same pay period, at the convenience of the Department.
- (c) When a Holiday falls on an employee's regularly scheduled day off and the employee is required to work, then the employee shall be entitled to be paid at one and one-half (1-1/2) times the hourly rate for all hours worked on that day, with a guaranteed minimum of four (4) hours. In addition, the employee, at his department head's discretion, will be entitled to either:
 - 1. an additional eight (8) hours' pay for the Holiday; or
 - 2. one (1) day off within the same week.
- (d) Whenever an employee works a second shift under the conditions specified in Section 5(c) above, the employee will be paid at two (2) times his regular straight time rate of pay for the hours of the second shift actually worked, but will not receive the additional compensation provided for in Section 5(c) (1) and (2) for the second shift.

Section 7: To be eligible for holiday pay, the employee must work his/her scheduled work day or shift immediately preceding and after the holiday unless the absence is approved or excused by his/her Department Head.

ARTICLE 16: GROUP INSURANCE

Section 1 - Health: The City shall provide group health insurance for its regular full time employees covered by this Agreement, subject to the following conditions:

- (a) The employee will be responsible for paying the following contributions toward the cost of HMO coverage:
 - 1. \$10.00 weekly by an employee solely electing Single coverage;
 - 2. \$40.00 weekly by an employee electing Couple coverage; and
 - 3. \$95.00 weekly by an employee electing Family coverage.
- (b) Should the employee elect POS or PPO coverage, the schedule will be as follows:
 - 1. POS Single - \$22.00 weekly
POS Couple - \$71.75 weekly
POS Family - \$113.75 weekly
 - 2. PPO Single - \$23.00 weekly
PPO Couple - \$72.40 weekly
PPO Family - \$115.75 weekly
- (c) It is agreed that the City may establish, change, supplement and implement the City Health Insurance program, including but not limited to changes in benefits and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof.
- (d) The company selected shall be at the option of the City. Prior to making a change of health insurance carriers the City shall survey employees to ascertain their level of satisfaction with the present carrier. This information will be considered in the

overall decision making process by the City but the City shall not be bound by the results of the survey.

Section 2 - Life: The City shall provide a term Life Insurance policy equal to the employee's annual salary rounded to the nearest thousand for each regular full time employee at no cost to the employee.

Section 3 - Disability: The City shall provide a short term disability insurance program as per City Ordinance 79-14 with disability compensation computed at 75% of employee's base salary.

Section 4: The City agrees to deduct and remit, as required Death Benefits Premiums from employees pay checks, upon request. This shall be limited to one such program.

Section 5: The Union will be entitled to appoint one (1) member to the Health Insurance Solicitation Committee.

ARTICLE 17: SAFETY & HEALTH AND SAFETY PROGRAM

Section 1: Employees shall not be expected to perform work in unsafe and unsanitary conditions. If any employee believes that he/she is being required to work under such conditions, he/she should notify his/her immediate supervisor, who will immediately investigate the condition and take corrective action, if necessary. If no action is taken, the employee should refer the matter to his/her department head who may, in turn, refer the matter to the City Manager's Office for investigation. The employee may file a grievance if the results of the investigation are unsatisfactory. If the condition is not remedied by the supervisor, the employee must refer the matter to his/her Department Head for resolution or referral to the City Manager's Office. If the City Manager, or his/her designee, determines the condition is not unsafe or unsanitary, the employee will perform the work. If the employee refuses to do so, and is disciplined, he/she may file a grievance.

Section 2: It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safety-conscious work force. The Union will cooperate with and assist management in living up to this responsibility.

Section 3: The City and the Union insist on the observance of safety rules and safety procedures by employees and insist on correction of unsafe conditions, as determined by the City Manager.

Section 4 – Safety Training: If, in the discretion of the Department Head, it is determined that any employee must take or participate in a safety related course or program, the employee may be required to take such course or program as a condition of continued employment. All time spent by the employee at the direction of the City shall be considered hours of work.

Section 5– Safety Devices / Equipment: Employees who work at jobs in areas deemed by the Department Head in his/her discretion, to be dangerous, shall be required to wear safety devices and/or safety equipment designated by that office as necessary for their protection. Such devices and equipment will be provided by the City at no cost to the employee.

Section 6 - Standards: Minimum standards for safety and health shall be determined by the City Manager, at his/her discretion.

Section 7 – Safety Program: The parties recognize the need for flexibility in the administration of the Safety Program. Accordingly, where modification of the Safety Program is necessary, the City agrees to give the union notice of any intended modification and to meet and confer with the Union prior to implementation of such modification.

Section 8: The City will furnish safety shoes to the employees who it determines need them. The shoes to be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

ARTICLE 18: UNIFORMS, CLOTHES, SHOES, EQUIPMENT AND PERSONAL ITEMS

Section 1 - General Guidelines: The following shall apply to all uniforms, clothes, shoes and equipment required and supplied by the City:

- A. The City shall determine the uniforms, clothing, shoes and all equipment to be used by employees in the performance of their duties and except as provided below, will supply them without cost to the employee. Employees shall be

responsible to report to work in clean and serviceable uniforms, clothes, and shoes; to maintain equipment in good working condition; and to report to their division manager when uniforms, shoes or other equipment are in need of replacement or repair.

- B. Employees shall be responsible to replace uniforms, clothes, shoes or other equipment lost or damaged due to employee neglect.
- C. Uniforms, clothes, shoes and equipment are not to be used except in connection with the employee's work as a City employee, unless specifically authorized by the department manager.
- D. Uniforms, clothes, shoes and equipment which need to be repaired or replaced should be turned in when in need of repair or replacement.
- E. The City shall determine whether repair or replacement is appropriate.
- F. Reimbursement shall be made only upon a presentation of a receipt acceptable to the City.

Section 2 – Replacement, Repair or Reimbursement: Subject to Section 1 above the City shall replace and/or reimburse the employee for replacement or repair damaged or worn out uniforms, shoes and equipment as follows:

- A. Safety Shoes – replace or reimburse up to seventy dollars (\$70.00) for City approved safety shoes.
- B. Each employee holding the classification of Welder I, Welder II, Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice and who weld as part of their job duties shall be reimbursed up to a maximum of

\$300.00 per fiscal year for replacement of damaged prescription eyeglasses. Such reimbursement will be made only upon submission of a paid receipt for new eyeglasses.

- C. Each employee holding the classification of Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice shall be reimbursed up to a maximum of \$400.00 per fiscal year for replacement of tools necessary for their job. Reimbursement will only be made upon submission of a paid receipt for the new tool.

Section 3 – Special Uniforms: Subject to Section 1(A) above, special uniforms shall be supplied by the City as follows:

A. Crime Scene Technician:

The City will furnish the following uniform items to employees in the job classification of Crime Scene Technician: 3 pairs of BDU'S; 1 pair of dress trousers; 2 pairs of shorts; 1 dress shirt; 5 polo shirts; 1 thermal jacket; 1 badge; webgear; 1 raincoat; radio holder; up to a \$70.00 voucher for each of 2 pairs of shoes; 1 vest; 1 traffic vest; 1 handcuff case; 1 flashlight with holder and badge holder; and an annual cleaning allowance of \$350.00. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

B. Code Enforcement Officer:

The City will furnish the following uniform items to employees in the job classification of Code Enforcement Officer: 2 pairs of long pants; 4 pairs of shorts; 5 City logo polo shirts; 1 thermal jacket; 1 raincoat; and up to a \$70.00 voucher for each of 2 pairs of shoes. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

C. Salary Differential:

Automotive Mechanics are entitled to a salary differential of \$4.00 per week for each Automotive Service Excellence Certification ("ASE Certification") class or examination that the employee passes up to a maximum amount of \$32.00 per week (or a maximum of eight (8) classes or examinations).

D. Safety Committee:

The City will formulate a Citywide Safety Committee inclusive of one (1) representative from each department. This Committee will meet monthly. A Representative from AFSCME and IUPA may also be committee members.

ARTICLE 19: PROBATIONARY PERIOD

Section 1 – Initial Probation: The standard probationary period for all full time new employees shall be one year from date of hire. Upon the expiration of this time period, the Department Head shall either recommend retention of the employee, at which time the employee shall be granted full time regular status; or, in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically be terminated with no rights of appeal to any authority.

Section 2 – Promotional Probation: In the event an employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of six (6) months from the date of promotion. Upon the expiration of this time period, the Department Head shall either recommend retention of the employee in the position to which he/she was promoted, at which time the employee shall be placed in regular status or, in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically revert to the lower position with the rights and benefits of the position, from which he/she had been promoted. Such reversion shall be final with no rights of appeal to any authority.

Section 3 – Promotion During Promotional Probation: Employees who are on probation due to a promotion may test for a higher classification. However, such employees must have completed three (3) months of the promotional probation before being eligible to be promoted to a higher classification.

ARTICLE 20: JOB DESCRIPTIONS AND TEMPORARY ASSIGNMENTS

Section 1 – Work in Higher Classification: When an employee of a lower classification is assigned to perform the duties of an employee of a higher classification, or those of a Department Head, due to the temporary absence of an employee, or due to a position in a higher classification being vacant (*), the employee so assigned shall receive a salary differential of \$1.00 per hour while acting in this capacity. Such assignment may exceed sixty (60) working days but no more than six (6) months, unless extended by the City Manager.

(*) For purposes of this Section, a temporary absence shall be a period exceeding one (1) week.

Section 2 – On Call Employees: When an employee is assigned on call duty, the employee shall receive a pay differential of \$1.00 per hour when on call. The selection of employees to be on call is within the absolute discretion of the City.

Section 3 – Lead Worker: When an employee is assigned to work as a lead worker, the employee shall receive a pay differential of \$1.00 per hour. The decision on whether a lead worker is necessary for a particular assignment as well as the selection of employees to be lead workers is within the absolute discretion of the City.

Section 4 – No Duplication: It is agreed to and understood between the parties that an employee cannot receive both the lead worker differential and the working in a higher classification differential for work performed during the same period of time.

Section 5 – Work Assignments: It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally and employees are to perform work as assigned.

Section 6 – Job Descriptions: Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the City shall discuss with the Union the proposed change in the job description. If the Union is not satisfied with the proposed change, it may, in writing, request permission to appear before the City Manager for the purpose of presenting its views prior to acceptance of the change and approval of the City Manager.

ARTICLE 21: TRAINING AND TRAINING PROGRAMS

Section 1 – Training and Development: The City and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the City relative to the training of employees within this Bargaining Unit. The City will consider recommendations and improvements submitted by the Union. The parties agree to meet, at the request of either party, for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Section 2 – Pay for Training: Employees may be required to attend classes or training programs in order to retain their present jobs or positions. The time spent at the direction of the City shall be considered hours worked.

Section 3 – Educational Reimbursement:

- A. Maximum limitation on reimbursement shall be \$4,000 for undergraduate studies or for graduate studies per fiscal year.
- B. The eligibility requirements for education assistance are as follows:
 - 1. Must be a full time employee and not a participant in the DROP program;
 - 2. Must have completed one (1) year of continuous service;
 - 3. Must be an employee when course is completed;
 - 4. The course is determined to be job related and beneficial to the City by the City Manager in advance of registering for the course;
 - 5. The course must be given by an institution or entity acceptable to the City Manager.

- C. Every application shall be subject to the prior approval of the City Manager or designee and shall not be subject to Article 13. The decision of the City Manager/designee shall be final in all respects.
- D. Reimbursement will be made at the conclusion of a successfully completed course, pursuant to the following schedules, and up to the maximum limitation listed in Section 3A.
- “A” grade -- 100% of the tuition
 - “B” grade -- 75% of the tuition
 - “C” grade -- 50% of the tuition
 - Grades lower than a “C” – no reimbursement
 - PASS -- The City will reimburse 100% of the tuition
 - FAIL -- The City will reimburse 0% of the tuition

Requests for reimbursement must be submitted to Human Resources no later than ninety (90) days after completion of the eligible educational course. Requests must be accompanied by paid receipt for tuition, and a copy of the grade report.

In order to be reimbursed for approved educational expenses under the City Tuition Reimbursement Policy before he/she registers, the employee agrees that the reimbursement may be deducted from accumulated leave to pay the City back if he/she leaves employment within three (3) years of receipt of the reimbursement.

ARTICLE 22: BULLETIN BOARDS

Section 1 – Size and Locations: The City will furnish the Union with sufficient Bulletin Board space for up to four (4) Union notices size 8½" x 14" at agreed upon locations.

Section 2 - Contents: All articles to be posted shall be informational only and shall not be political in nature nor shall they promote specific products other than those that are union related, service or religious belief or in any way demean or cast aspersions upon the City or any of its representatives; nor shall they exhort, encourage or influence the employees in any way to perform their duties other than at full capacity. To this end, copies of all articles shall be submitted to the Human Resources Director before posting.

Section 3: These Bulletin Boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. A key shall be provided to the union for each locked bulletin board.

ARTICLE 23: SAVINGS CLAUSE

Section 1: There shall be no special agreements or arrangements entered into between the City and any employees of this unit for the specific purposes of circumventing any of the provisions provided in this Agreement.

ARTICLE 24: WAGE PROVISIONS

The following provisions shall constitute the entire wage provision for the employees covered by the provisions of this Agreement.

Section 1 - Payday: Employees may be paid on a biweekly basis or a weekly basis.

Section 2 – Interim Wage Adjustments: The City agrees that there shall be no wage adjustments for any classification covered by this Agreement, other than those specified herein, unless it shall first negotiate such adjustment with the Union.

Section 3: At the discretion of the City Manager, all employees may receive a Holiday bonus.

Section 4: In recognition of longevity of service, employees who qualify for a longevity bonus on or before February 10, 1994, shall continue to qualify for such bonus, but will not advance to the next level. For example, if an employee is currently receiving \$700, he/she will not advance to the next level of \$1,050. There shall be no new longevity bonuses provided. That is: employees who are not currently receiving a longevity bonus by February 10, 1994, will not be eligible for such a bonus in the future. Any longevity bonus shall be paid in a lump sum during that pay period covering the employees' anniversary date. The above bonuses are non-cumulative in that employees may not receive more than one of any of the longevity steps at any one time. If an employee terminates his/her service during the year, the employee will receive a pro-rata portion of the bonus in their final payout.

Section 5 - Wages: Employees covered by this Agreement will be subject to a wage freeze of any and all wage increases including, but not limited to, cost-of-living increases, merit increases, and/or step increases for the duration of this fiscal year (October 1, 2012 – September

30, 2013), and until an increase is agreed to pursuant to Section 6 - Reopener. The City has set salary ranges for each position title covered by this Agreement that has been agreed to during the negotiation of this article. The City agrees that any employee earning more than the "Maximum" of the range for his/her position will not have his/her salary reduced to place them within the range for the position. The City shall attach to this agreement all AFSCME salary ranges/titles upon ratification of this agreement.

Section 6 – Reopener: Either party may reopen this Article with written notice to the other on or before August 1, 2013, for the fiscal year beginning October 1, 2013, and for the fiscal year beginning October 1, 2014 on or before April 1, 2014.

Section 7 – Promotional Increases: Employees who receive a promotion to a higher classification will receive either a four (4%) percent increase to their base salary or an increase in base salary to the minimum of the pay range for the new position, whichever is greater. In no event, however, will the increase to an employee's base salary place that employee above the maximum salary for a position. Thus, if the four (4%) percent increase to the base salary is greater than the maximum salary for the new position, the employee will receive a base salary equal to the maximum salary for the new position.

ARTICLE 25: DRUG AND ALCOHOL POLICY

Section 1 - General: The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug, or alcohol, as further defined below.

Section 2 - Prohibitions:

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol.

Section 3 - Types of Testing:

The City agrees to use a licensed or certified laboratory that will abide by the requirements of Section 440.102(5) and (9), Florida Statutes.

The following types of testing are authorized: job applicant testing; reasonable suspicion testing; routine fitness for duty testing; follow-up testing. In addition, employees in safety

sensitive and/or special risk positions shall also be subject to random drug testing in accordance with applicable law.

Reasonable suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work; and
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

“Drug” means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

Section 4 - Discipline for Violation of Policy:

Employees who violate this article; or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized an illegal controlled substance at any time or to have violated the prohibitions in section 2 shall be subject to discipline up to and including immediate termination.

Section 5: The City agrees to create an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

Section 6: The City agrees to provide yearly briefings on the Drug Free Work Place Policy to all employees. These briefings will cover all aspects of the Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy.

ARTICLE 26: RETIREMENT

1. The benefit multiplier shall be 2.5% for all service after the effective date. Members who are employed on the effective date shall retain their accrued benefits based on service prior to the effective date.
2. There shall be a .75% cost of living adjustment applied to all benefits earned based on service after the effective date.
3. The normal retirement eligibility is the earlier of attainment of age sixty-two (62) with ten (10) years of service; or attainment of age sixty (60) with twenty-five (25) years of service (future accruals after the effective date).
4. The early retirement eligibility will be in accordance with the Plan.
5. Employees shall be vested 100% after 10 years of service for currently non-vested members.
6. The maximum period for DROP participation is thirty-six (36) months (for future retirees and DROP participants).
7. COLA is deferred three (3) years following termination of employment for future retirees and future DROP participants.
8. The foregoing provisions shall not apply to any member who is employed on the effective date and has attained age fifty-five (55) with 20 or more years of service or age 62.

ARTICLE 27: TERM OF AGREEMENT AND REOPENING

Section 1: This Agreement shall be effective upon ratification by the Union and approval and appropriation of necessary funds by the City Council of North Miami Beach, Florida, and it shall continue until September 30, 2015.

Section 2: Either party may require, by written notice to the other, between April 1, 2015, and not later than June 1, 2015, discussions concerning modifications, amendments and renewal of this Agreement to be effective October 1, 2015. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed for the period of October 1, 2015, through September 30, 2016.

ARTICLE 28: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1 – Complete Agreement: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements, memoranda of understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled “TERM OF AGREEMENT AND RE-OPENING.” The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to covered in this Agreement, or to any subject or matter not specifically referred to or covered, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated. This entire Agreement may be re-opened for negotiations in the event any portion of it is not approved by the City Council of North Miami Beach, or funds are not made available for its implementation.

Section 2 – Conflict with Law: It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws or mandatory provisions of the City Charter or ordinances, such parts shall be renegotiated and the appropriate mandatory provision shall prevail.

Section 3 – Saving Clause: Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible,

to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

Section 4 - Implementation: Any delays in the signing of this Agreement after ratification by the City Council and the Union membership shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this Agreement.

THIS AGREEMENT SIGNED THIS _____ DAY OF _____, 2013.

North Miami Beach, Florida
City Employees, Local 3293

City Manager
City of North Miami Beach

AFSCME:

CITY:

President Local 3293

Labor Counsel
North Miami Beach

Vice President Local 3293

City Attorney
(Approved as to form and as
authorized by Mayor and City
Council and as drafted by
Labor Counsel.)

AFSCME Chief Negotiator

Witness

Witness

Attachment 1

ATTACHMENT TO AFSCME/CITY OF NORTH MIAMI BEACH

BARGAINING AGREEMENT

Revised as of the effective date of this Agreement.

CONFIDENTIAL EMPLOYEES' JOB TITLES

Human Resources Coordinator	Secretary to Public Services Director
Risk Management Coordinator	Administrative Secretary to City Manager
Human Resources Clerk	Finance Director's Secretary
City Manager's Secretary	Administrative Assistant III/Mayor and Council
Secretary/Mayor and Council	Sr. Application Systems Analyst
Office Manager to Police Chief	Administrative Assistant I to Library Director
Sr. Network Administrator	City Attorney Secretaries
Personnel Technician I	Personnel Technician II
All Department and Division Heads	

Attachment 2

CDL AND SAFETY-SENSITIVE POSITIONS



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

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: Tuesday, August 20, 2013

RE: Litigation List

BACKGROUND: N/A
RECOMMENDATION:
FISCAL IMPACT:
CONTACT PERSON(S): Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: August 20, 2013

LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

III. Other Litigation:

IV. Forfeitures:

CNMB v Nieves/Garcia-Florez

**PARTIALLY SETTLED AND
PARTIALLY DEFAULTED**

V. Mortgage Foreclosures:

*** Deutsche Bank v CNMB (Sweeney)**

VI. Bankruptcies:

***New Cases**



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Mac Serda, Interim City Manager
DATE: Tuesday, August 20, 2013

RE: Resolution No. R2013-47 (Public Services Director Shari Kamali)

BACKGROUND: The applicant, Braha-Dixie, LLC., requests site plan approval and conditional use approvals in order to construct a 10 story, 658,483 square foot mixed-use building on a 188,179 square foot (4.32 acres) vacant parcel of land located at 17400 West Dixie Highway, in the B-2, General Business Zoning District.

Conditional uses requested are as follows:

1. Request conditional use approval in accordance with Section 24-52(C)(8) for the operation of a 275 room hotel.
2. Request conditional use approval in accordance with Section 24-52(C)(4) for the operation of a bar and /or lounge.

RECOMMENDATION: Approval
FISCAL IMPACT: None
CONTACT PERSON(S): Shari Kamali, Director of Public Services

ATTACHMENTS:

- [Staff Report](#)
- [P&Z Minutes - July 22, 2013](#)
- [Resolution R2013-47](#)



City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

CITY COUNCIL

TUESDAY, AUGUST 20, 2013

ITEM # 13-545	Parkview Business Center
OWNER OF PROPERTY	BRAHA-DIXIE, LLC.
ADDRESS OF PROPERTY	17400 WEST DIXIE HIGHWAY
FOLIO NUMBER	07-2209-015-0010
LEGAL DESCRIPTION	LOTS 1, 2, 3, 4, & 5, LEADER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 82 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
EXISTING ZONING	B-2, GENERAL BUSINESS ZONING DISTRICT
EXISTING LAND USE	VACANT PARCEL
FUTURE LAND USE DESIGNATION	BUSINESS

The applicant, Braha-Dixie, LLC., requests site plan approval and conditional use approvals in order to construct a 10 story, 658,483 square foot mixed-use building on a 188,179 square foot (4.32 acres) vacant parcel of land located at 17400 West Dixie Highway, in the B-2, General Business Zoning District.

Conditional uses requested are as follows:

1. Request conditional use approval in accordance with Section 24-52(C)(8) for the operation of a 275 room hotel.
2. Request conditional use approval in accordance with Section 24-52(C)(4) for the operation of a bar and/or lounge.

ZONING – The subject property and the properties to the east, on the west side of Biscayne Boulevard, are zoned B-2, General Business Zoning District. The properties to the west and southwest are zoned RM-23, Residential Mid-Rise Multifamily Zoning District. The properties to the south are zoned B-1, Limited Business Zoning District. The property to the north is Greynolds Park, located in Unincorporated Miami-Dade County. (See attached Exhibit #1 for a Zoning Map of the subject property).

EXISTING LAND USE - The subject property is currently vacant. The properties to the west and southwest contain multifamily residential buildings. The properties to the south are a mix of retail and restaurants. The property to the east, on the west side of Biscayne Boulevard, is an adult entertainment establishment. The property to the north is a county park, located in Unincorporated Miami-Dade County. (See attached exhibit #2 for a Land Use Map of the subject property).

◆-----◆
FUTURE LAND USE - The subject property, the properties to the south, and the property to the east have a future land use designation of Business. The properties to the west and southwest have a future land use designation of Residential High Density. The property to the north is located in Unincorporated Miami-Dade County. (See attached exhibit #3 for a Future Land Use Map of the subject property.)

◆-----◆
THE SITE – Subject property is irregularly shaped with approximately 422 feet of frontage along West Dixie Highway and 195 feet of frontage along NE 173 Street. The parcel contains approximately 188,179 square feet, or 4.32 acres.

◆-----◆
THE PROJECT – The project proposes the construction of a 658,483 square foot, 10 story mixed use building. The building consists of a 4 story pedestal, which contains ground floor retail space, a parking garage, and restaurant/lounge space. The pedestal is topped with a 6 story office building fronting NE 173 Street and West Dixie Highway. The balance of the pedestal contains a 6 story hotel building. The hotel provides 160 short stay rooms and 115 extended stay rooms, a total of 275 rooms. The top of the pedestal (5th floor) also contains the hotel amenities, including the swimming pool.

Off-site improvements include the installation of landscaped islands on West Dixie Highway, repair and replacement of sidewalks, installation of curbing, and the installation of five (5) traffic circles.

◆-----◆
REVIEW BY OTHER CITY DEPARTMENTS –

Engineering

A. General

1. West Dixie Highway is a Miami-Dade County right of way. Permit from the County will be required (required at permitting).
2. Curb on right of way must be Type F curb and gutter to match existing (circle area).
3. Drainage system will be required due to elevation or drainage flow line changes in the right-of-way at the location of the circle.
4. Utility clearance letter for the masonry wall along the west property will be required due to the utility easement (required at permitting).
5. Set up meeting with Florida Game and Wildlife due to protected water of Greynolds Park. Adjacent area is wildlife reserve. Modification to the site plan or construction restrictions may be necessary at waters adjacent to Greynolds Park.
6. Listed below are additional permit approval requirements.

B. Engineering (Paving & Drainage) Permit Approval Requirements:

1. Submit two (2) sets of Engineering Plans (Paving, Grading and Drainage). Plans must be signed and sealed by a State of Florida certified Engineer and must be **stamped approved by D.E.R.M. and Miami Dade County Public Works**. Plans must show at least, but not limited to the following:
 - Existing and proposed elevations around the property and adjacent public right-of-way, rim elevations, to indicate that the storm water run-off will be kept within the property and not allowed into the public right-of-way and adjacent properties.
 - Tributary areas for each catch basins or indicate flow of run-off to catch basins.
 - Profile and standard detail drawings of drainage facilities, cross-section showing elevations and dimensions per design calculations.
 - Profile and standard detailed drawings of proposed pavement, curbing, ADA compliant handicap parking stalls, ramps, sidewalk, and driveway constructions.
 - Dimensions of sidewalks, driveways, parking stalls, parking aisles, medians, islands, setbacks per City of North Miami Beach standard specifications.
 - Traffic signs and pavement markings.
 - Locations and points of discharge of rain leaders or connection to catch basins.
2. Submit two (2) sets of Drainage Calculations, signed and sealed by an Engineer. Drainage Calculations must specify design criteria and must include all maps, charts, tables, and sources to support parameters used in calculations. Drainage calculations must be based on minimum of 5-year Storm, 10 minutes time of concentration (Intensity = 6.20 inches/hr.).
3. Submit two (2) sets of S.F.W.M.D Usual-Open-Hole Percolation Test, signed and sealed from an approved testing laboratory, 15' deep test hole at location of proposed exfiltration trench. Percolation rate from this test must be used for the drainage design. This will only be required if an exfiltration trench will be used. Other system such as an injection well can also be used.
4. Minimum exfiltration trench must be 15' deep, 3 feet wide and 25 feet in length.
5. Submit Erosion & Sediment Control Plan. CGP/NOI permits from DEP may be required (for projects 1 acre and above).

Water and Sewer

WATER:

1. Site is within the City of North Miami Beach water service area and is currently served with a 12" water main located along West Dixie Highway and a 6" water main along NE 173 Street.
2. There are three fire hydrants fronting the property, as well as two stub outs with meters for the old nursing home.
3. The existing domestic water service & Fire line will need to be re-evaluated and upgraded to meet current codes with the installation of appropriate backflow protection devices at a minimum. Additional connections are shown to be required. A new 12" water main will need to be extended along NE 173 Street to service the rear of the project.

4. The installation of a separate irrigation meter and backflow device is highly recommended, since the property is on County sewers.
5. The referenced installations will be the responsibility of the owner and must be permitted through the City's Engineering Dept. The City's Engineering Dept. should be contacted for standard requirements of water service connection approvals.
6. Inplant fees for the facility will be computed based on the RER (formerly DERM) criteria, assessed at \$5.22 per GPD. Irrigated areas are also assessed at 0.09 gpd per square foot of irrigated area. A credit for the 200 bed nursing home being demolished is subject to verification, and if approved, will reduce the new gallonage allocated for the site. It will still be a net increase though.
7. A Fireflow Demand charge is assessed for the new construction at a rate of \$1.75 per gross square foot built for the first 100,000 square feet and at a decreasing rate on a sliding scale thereafter. See Engineering Office for details.

SEWER:

1. This site lies within the County's sewer service area.
2. An 8 inch gravity sanitary sewer main is available for connection on NE 173 St.
3. The county must be contacted directly for their requirements and current sewer connection charges.
4. The Land Plan Engineering Group report incorrectly states that the sewer service will come from North Miami Beach and that they have verified with North Miami Beach that there is adequate sewer capacity. Couldn't be!

PLANS:

1. Building plans must also be submitted to the City's Engineering Division for review and assessment of above referenced fees and for sign off after payment of said fees.
2. This process and above referenced approvals must take place prior to a building permit being issued by the City's Building Dept.
3. Utility easements will need to be dedicated to the City for any on site water mains and appurtenances.
4. There is a proposed water line near the water embankment, that appears to be too close to the embankment edge.
5. Plans show connections on NE 173 Street to an existing main. That main is a 6- inch asbestos cement line and must be upsized to meet the fireflow needs of the project.
6. A fire hydrant on NE 173 Street must be relocated as shown on plans

◆-----◆

COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS

In accordance with Section 24-175 (C) of the Land Development Regulations, Conditional Uses are being sought for the operation of a hotel and bar, which is a common and customary accessory to a hotel.

Section 24-75, entitled Conditional Uses, list eight (8) Conditional Use review standards which are to be considered when determining the appropriateness of garneting the use. They are as follows:

1. *The proposed use will be consistent with the existing natural environment and other properties within the neighborhood.*

The neighborhood is an eclectic mix of single family and low rise multi-family residential, commercial, automobile repair, service stations, a county park, a monastery and a municipal tennis center. To the east, on the side of Biscayne Boulevard, one of two proposed 24 story high rise residential towers is under construction. A mixed use project as that proposed would be a welcome addition to the neighborhood, and a significant upgrade to all of the existing commercial enterprises, as it includes a national brand hotel, class A office space, restaurants and retail activity.

2. *The proposed use will create no substantial detrimental effects on neighborhood property values.*

It is expected that the construction of a major new mixed-use development that includes a national brand hotel and class "A" office space with be enhancement to property values and spur further redevelopment on the West Dixie Highway corridor.

3. *The proposed use can be accommodated by adequate community facilities such as schools, streets, parks and utilities.*

As the proposed project has no residential component, there will be no impact on schools or parks. Adequate utilities are in place to accommodate the project, and the required transportation study finds that the level of service will not be diminished. In addition, the applicant has agreed to provide four traffic-calming roundabouts on NE 174 Street west of the project, between West Dixie Highway and NE 19 Avenue.

4. *The proposed use will have adequate provisions for vehicular and pedestrian traffic movement, both internal to the use and in the area which will serve the use.*

Adequate pedestrian access has been provided into the project, and the traffic study indicates that vehicular traffic can be adequately handled by the existing street system.

5. *The proposed use will have adequate drainage systems to service the use with particular attention to the necessity for on-site retention systems to alleviate runoff and pollution problems.*

A preliminary engineering plan has been submitted with the applicant's plan. A more detailed drainage plan will be submitted and a more in-depth review of drainage will be conducted at the time of submittal for building permit. Adequate drainage, including retention of all storm-

water on site, as well as pollution control is, and will be, a standard condition of project approval.

6. *The proposed use will have adequate setbacks, buffering and general amenities in order to control and adverse effects of noise, light, dust and other nuisances.*

All required setbacks for this project have been met, and no variances are required. Sufficient landscape buffer has been provided, particularly at the north end where the project abuts Greynold's Park,

7. *The proposed use will be located on property which is sufficient, appropriate and adequate for any reasonably anticipated expansion thereof.*

There is no reasonably anticipated expansion.

8. *Any other conditions as may be stipulated and made a requirement in granting any conditional uses, when it is considered necessary to further the intent and general welfare, including, but not limited to:*

(a) Limitations on the hours of commercial and industrial operations

By its nature, a hotel is a 24 hour operation, and limitations on hours could not be considered. The hours of operation for a bar are already dictated by the City Code.

(b) Limitations of the number of occupants of any building at any one time.

Both the Building Department, through use of the Florida Building Code, and the Miami-Dade County Fire Department limit the maximum occupancy of a structure.

Planning & Zoning Board History

This item was heard at the Planning & Zoning Board meeting of July 22, 2013 and received a favorable recommendation with a vote of 4-1.

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION

It is recommended that the request for site plan review and conditional uses be approved, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
 - Survey, Sheet 1 of 1, by Fortin, Leavy, Skiles, Inc., date 10/10/2005, revised 4/12/2010;
 - Site Plan, Sheet SP-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/2013;
 - Preliminary Engineering Plan, Sheet PE-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/13;
 - Pavement Marking Plan, Sheet PM-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/2013;

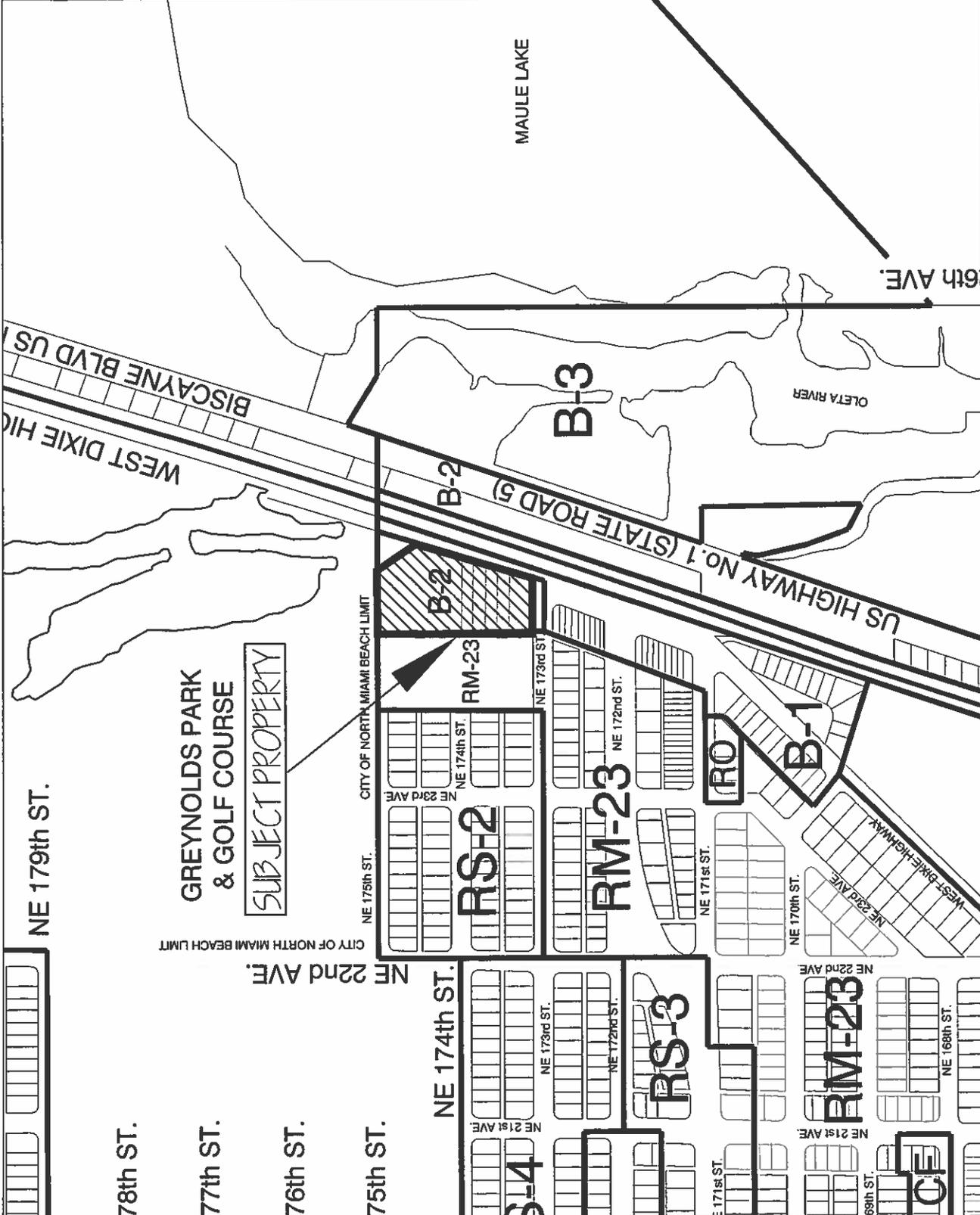
- Site Data Sheet, Sheet A00.01, by Slattery & Associates, dated 5/30/2013;
 - Site Plan Details, Sheet A1.02, by Slattery & Associates, dated 5/30/2013;
 - Ground Floor Plan, Sheet A2.01, by Slattery & Associates, dated 5/30/2013;
 - 2nd Floor Plan, Sheet A2.02, by Slattery & Associates, dated 5/30/2013;
 - 3rd Floor Plan, Sheet A2.03, by Slattery & Associates, dated 5/30/2013;
 - 4th Floor Plan, Sheet A2.04, by Slattery & Associates, dated 5/30/2013;
 - 5th Floor Plan, Sheet A2.05, by Slattery & Associates, dated 5/30/2013;
 - 6th Floor Plan, Sheet A2.06, by Slattery & Associates, dated 5/30/2013;
 - 7th Floor Plan, Sheet A2.07, by Slattery & Associates, dated 5/30/2013;
 - 8th Floor Plan, Sheet A2.08, by Slattery & Associates, dated 5/30/2013;
 - 9th Floor Plan, Sheet A2.09, by Slattery & Associates, dated 5/30/2013;
 - 10th Floor Plan, Sheet A2.10, by Slattery & Associates, dated 5/30/2013;
 - Roof Plan, Sheet A2.11, by Slattery & Associates, dated 5/30/2013;
 - Elevations (East & South), Sheet A3.01, by Slattery & Associates, dated 5/30/2013;
 - Elevations (West & North), Sheet A3.02, by Slattery & Associates, dated 5/30/2013;
 - Sections, Sheet A4.01, by Slattery & Associates, dated 5/30/2013;
 - Landscape Plan, Sheet L-1.3, by James Santiago Landscape Architect, dated 5/29/2013;
 - Landscape Plan, Sheet L-2.3, by James Santiago Landscape Architect, dated 5/29/2013;
 - Landscape Details, Sheet L-3.3, by James Santiago Landscape Architect, dated 5/29/2013;
 - Tree Disposition Plan, Sheet TD-1.2, by James Santiago Landscape Architect, dated 5/29/2013;
 - Tree Disposition Plan, Sheet TD-2.2, by James Santiago Landscape Architect, dated 5/29/2013;
 - Site Photometric Plan, Sheet PH.01, by Slattery & Associates, dated 5/30/2013.
2. A complete paving and drainage plan showing proposed and existing grading, drainage details and calculations must be submitted to and approved by the City Engineer prior to the issuance of a building permit.
 3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.
 4. Building materials and color samples must be submitted to, and approved by, the Director of Public Services prior to the issuance of a building permit for this project.
 5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. All lighting shall be contained on-site.
 6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be

approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy.

7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles, street furniture, and bicycle racks must be submitted to and approved by the Director of Public Services.
8. Garbage dumpsters shall be constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, interior light, running water, hose hook-up and a floor drain.
9. All roof top equipment shall be screened form ground view of all surrounding and adjacent properties.
10. All wall signage must be of individual, flush mounted channel letter type only. The number and size of which may not exceed that as permitted in the City's Land Development Regulations (LDRs). All signage requires a separate permit prior to installation.
11. Window signage shall be limited to 25% coverage and windows shall not be framed in neon lights.
12. All off-site improvements including turn-about must be installed prior to the issuance of a Certificate of Occupancy.
13. The installation of the perimeter wall at the west property line must be installed prior to site preparation and building construction.
14. The signed resolution shall be recorded by the applicant with the Miami-Dade County Clerk of the Court, and a copy of the recorded resolution must be submitted to the City with the building permit plans prior to the issuance of a building permit for said project.
15. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution, after it has been recorded, approving this project, including all conditions related to said approval.

Legend:

- RS-1 Residential Single Family (8,000 SF minimum)
- RS-2 Residential Single Family (7,000 SF minimum)
- RS-3 Residential Single Family (6,000 SF minimum)
- RS-4 Residential Single Family (5,000 SF minimum)
- RS-5 Residential Single Family (1,200 SF minimum)
- MH-1 Mobile Home Subdivision
- RD Residential Two-Family (Duplex)
- RM-19 Residential Low Rise Multifamily Medium Density-19 Units / Acre
- RM-23 Residential Mid-Rise Multifamily High Density-23 Units / Acre
- RM-32 Residential High-Rise Multifamily High Density-32 Units / Acre
- RO Residential Office District
- B-1 Limited Business District
- B-2 General Business District
- B-3 Intensive Business District
- B-4 Distribution Business and Light Industrial
- B-5 Distribution Business and Medium Industrial
- CF Community Facility
- PUD Planned Unit Development



City of North Miami Beach
 17050 N.E. 19th Avenue
 North Miami Beach, Florida 33162

MIXED USE OFFICE & RETAIL
 17400 WEST DIXIE HIGHWAY



Existing Zoning Map
 Exhibit No. 1
 Prepared by CNMP Engineering Division



City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING & ZONING BOARD
SPECIAL MEETING
MONDAY, JULY 22, 2013**

Attendees:

Members -	Chairman Evan Piper	Darcee Siegel, City Attorney
	Julian Kreisberg	Shari Kamali, Public Services Director
	Joseph Litowich	Steven Williams, Board Recorder
	Jeffrey Lynn	
	Saul Smukler	

Call to Order and Pledge of Allegiance:

Chairman Piper called the meeting to order at 6:10 p.m. The Pledge of Allegiance was recited and roll was called. It was noted that a quorum was present.

NEW BUSINESS

Item 13-545: Site Plan Review & Conditional Use Approval: 17400 West Dixie Highway: Parkview Business Center

City Attorney Darcee Siegel requested that the Board members disclose any contact with the Applicant or the Applicant's representatives in relation to this Item. Mr. Litowich advised that he had been approached by individuals prior to the meeting, but he had informed them he could not comment on the Item until after the meeting had concluded.

Chairman Piper administered the oath for any members of the public wishing to speak during the meeting. He instructed them to sign in as well. He also noted that each speaker would be limited to two minutes of speaking time.

Mr. Williams stated that the Applicant, Braha Dixie, requests site plan review and conditional use approval to construct a 10-story, 658,483 sq. ft. mixed-use building on a 3.2 acre parcel of land. The zoning district for this parcel is B-2, General Business. Conditional uses are requested for the operation of a 275-room hotel, as well as a bar and lounge.

Rod Feiner, representing the Applicant, provided a brief history of the subject property, recalling that a Land Use Plan Amendment had come before the Board two years ago to change the property's land use from RM-23 to Commercial. This Amendment was approved by City Council. The property has since been rezoned to B-2 with a declaration of restrictive covenants, which states a hotel is allowed on the property as a

conditional use. The declaration also allows for the construction of a building up to 10 stories in height on the property.

Mr. Feiner continued that the conditional use currently before the Board includes both the hotel use and the accessory use of a lounge that will be part of the hotel. He pointed out that City Staff recommends approval of the Application. The Applicant has also submitted written documentation describing how the Code criteria are satisfied.

A traffic study was performed to analyze whether the hotel's office and retail components would cause nearby roadways to fall below acceptable levels of service for their design capacity. Mr. Feiner asserted that the Applicant's traffic engineer concluded the additional traffic would not overburden the roadways. He advised that the City had also retained a traffic engineer to review the Applicant's methodology and conclusions. This engineer had agreed with the reports submitted by the Applicant's traffic expert.

Mr. Feiner showed a layout of the subject property, explaining that it has exits and entrances off both West Dixie Highway and 163rd Street. The Applicant has designed traffic circles and other calming devices to route traffic away from nearby residential areas. Retail uses are included on the ground floor of the building, with office space located above. The resulting mixed use includes two hotels, one of which is an extended-stay facility; 24,000 sq. ft. of retail; and 81,000 sq. ft. of office use.

At the request of City Staff, additional landscaping was included near the entrance to the property. Staff also requested architectural modifications, including footpaths through the site that connect to the entrance of Greynolds Park. Mr. Feiner stated that the property is compatible with the existing natural environment of other properties within the neighborhood. The hotel will be located near the gateway to the City, with both commercial and multi-family residential properties nearby, and is expected to contribute to the economic development of the area. It is not expected to create any substantial detriment to neighborhood property values, as the surrounding districts are primarily commercial.

Mr. Feiner continued that the proposed use can be accommodated by existing community facilities, such as streets, parks, and utilities. Provisions for vehicular and pedestrian traffic are also adequate, both internally and externally to the site. Drainage systems will be located on-site as required by both the Department of Environmental Resources Management (DERM) and Dade County, and are expected to be adequate, as are setbacks, buffering, and general amenities that control noise, light, dust, and other potential nuisances. The Applicant's photometric plan meets Code requirements for the site plan. There are no expansion plans for the project at this time.

Mr. Feiner concluded that the proposed hotel includes meeting halls and a ballroom, which will necessitate catering on some occasions. He asserted that the Applicant feels this will be positive for the City. The hotel use will create approximately 90 to 110 full-time jobs as well as several part-time jobs. The project meets all architectural requirements.

Mr. Feiner showed a rendering of what the property is expected to look like when complete, including an aerial view. He advised that plans for the site will not affect Greynolds Park, which is adjacent to the subject property. The Applicant feels the hotel use will serve the existing residential and business communities.

Mr. Smukler asked if the plans shown by the Applicant have been finalized. Mr. Feiner confirmed this. Mr. Smukler asked at what point any changes to the Applicant's plans would necessitate bringing the Application before the Board once more. Shari Kamali, Director of Public Services, explained that a 5% change to the site plan would bring the Application back to the Board. Mr. Feiner added that the Applicant did not object to this condition.

Mr. Smukler requested confirmation that the property will include only one bar, noting that one proposed ground floor use was described as "a mercantile/retail and restaurant/drinking establishment." Mr. Feiner stated that while drinking may be associated with a restaurant use, there would be no lounge or bar, as defined by Code, other than the one associated with the hotel.

Chairman Piper asked where the actual bar would be located in the facility. It was clarified that the lounge and bar would be located on the 4th floor rather than the ground floor.

Vice Chairman Kreisberg requested clarification that the Board was being asked to approve the conditional use of the site as a hotel. Ms. Siegel explained that there are two conditional use requests, one for the bar and lounge and one for the hotel.

Vice Chairman Kreisberg asked to know the height of the separate office/retail building. Mr. Feiner replied that this structure would be no higher than 130 ft., which is in compliance with both zoning Code and the declaration of restrictive covenant. The Applicant hopes to attract professional office uses, such as doctors, engineers, architects, attorneys, or other office uses.

Mr. Litowich asked to know the height of the three buildings located immediately to the west of the proposed building, as shown in the aerial view of the property. Mr. Feiner said these buildings are currently three stories high, although existing Code would allow them to be replaced by residential structures up to six stories by right. These buildings, as well as the proposed landscaping, are expected to serve as a buffer for the 10-story hotel. Mr. Feiner asserted that it would be more accurate to consider the height allowable by Code rather than the existing height of the structures.

Mr. Litowich asked if there were any public facilities, other than the hotel rooms, located above the 4th floor of the proposed hotel. Mr. Feiner replied that amenities for the hotel, including a pool, would be located on the roof of the podium, which is planned for the building's 5th floor. The separate office building would be 9 stories in height.

Mr. Litowich commented that he was concerned with how the peace of the existing single-family residential area, located to the west of the proposed buildings, would be affected by the Application. Mr. Feiner said the Applicant has taken this neighborhood into account by designing the site's traffic flow away from the residential area. Active landscaping will be installed on the western side of the property, and the buildings are located away from the western boundary. The retail and office uses are considered to be non-noise-producing, as they are located inside the buildings. He concluded that the impacts to the single-family neighborhood have been minimized.

Mr. Litowich requested more information regarding the meeting rooms. Mr. Feiner advised that while a client may wish to combine, for example, three meeting rooms in which to hold a wedding, there would no "250-person ballroom" of the type found in other hotels. He declined to estimate the size of a wedding that might be accommodated by the hotel.

Chairman Piper asked if the building's occupancy limit was known at present. Ms. Kamali said that the building official and Fire Department will determine these limits, which are not presently known. She added that the total meeting room space is 9000 sq. ft. The individual meeting rooms are 3000 sq. ft. each and have movable walls so they may be interconnected. These meeting rooms will be located on the ground floor.

Mr. Lynn asked where the restaurant would be located. Jose Fernandez, principal architect for the Applicant, replied that this facility would be on the building's 3rd level. He described the arrival hub for the proposed project, explaining that there are three levels of parking located on top of the ground level and arrival space. The banquet and meeting room facilities are located in the north area of the project. While the full square footage for the meeting room area is 9000 sq. ft., he advised that the rooms themselves are smaller than expected, as the 9000 sq. ft. includes a "spillover" area.

Mr. Fernandez continued that the 3rd level includes a full-service restaurant and lounge area, which provide the restaurant and bar services associated with the hotel function. Both hotels on the site would have their own business meeting areas, including smaller meeting rooms on the upper floors and the 9000 sq. ft. banquet facility or meeting room(s) on the ground level, which are considered to be independent of the hotels.

Chairman Piper asked for a description of the foyer area common to all three meeting rooms. Mr. Fernandez explained that this was "a very large anteroom gallery" facing the northeast, with the three smaller meeting rooms located toward the back. The entire lower-level facility, including the spillover and banquet areas, was calculated to be 9000 sq. ft., although Mr. Fernandez asserted that this did not mean the size of the combined meeting rooms was 9000 sq. ft.

Mr. Feiner estimated that the combined meeting rooms could hold 120 to 140 people, and approximated that the combined square footage of the meeting rooms as "a couple thousand square feet." He characterized the anteroom or spillover area as disproportionate, explaining that this space would be necessary for the rooms to empty

in the event of a fire or other emergency. He noted that the space could include art exhibits or a cocktail area. Mr. Feiner concluded that the space is not intended to serve as a convention center, but as a conference center and meeting room(s).

Mr. Lynn asked how many KPAs would be created by the building or buildings' generator(s). Mr. Feiner replied that the generator area has yet to be designed, but would be located beneath the building and not visible from any adjacent properties.

Mr. Litowich asked to know the proposed public hours of the restaurant. Mr. Feiner said this would be determined by the hotel, but noted that these hours are typically open to the public until 10 or 11 p.m. He advised that the hotel restaurant is not primarily designed to serve the public: unlike other restaurants that may be located in the office/retail complex at street level, it is primarily intended to serve hotel guests.

Chairman Piper asked if any restaurants or other facilities located at street level would have to come before the Board or City Council. Ms. Kamali replied that these uses would not be required to come before the Board, although any extension of hours for the uses would be required to do so. A street-level restaurant would be allowed to remain open until 2 a.m., as it would elsewhere in the City.

Mr. Litowich stated that his primary concern was for noise that might affect the residential neighborhood to the west late at night. Mr. Feiner said the hotel restaurant would be completely enclosed within the building and was not expected to generate noise.

Mr. Litowich recalled that Mr. Feiner had described the Application as a "gateway project" to the City, but pointed out that the Applicant planned to move traffic away from 173rd Street and onto West Dixie Highway. Mr. Feiner said the project would announce the presence of the City when accessed from West Dixie Highway or Biscayne Boulevard. The traffic was designed to flow back onto these roadways in an effort to prevent it from affecting the nearby residential neighborhood to the west.

Chairman Piper commented that 172nd Street, not 173rd Street, was considered to be the gateway to the City. He added that a certain amount of "noise discretion" would be put into place by the hotel in order to prevent its guests' rest from being disturbed. Mr. Feiner asserted that the Applicant would abide by all City noise regulations and did not plan to request variances.

Mr. Litowich asked how long the hotel's proposed lease would remain in place. Mr. Feiner said the Hyatt's typical franchise agreement lasts for 20 years, and is subject to agreement by Hyatt. He characterized the lease as "a done deal," as it has been selected and approved by this company, although the operating agreement has not yet been finalized and signed. The building has been designed according to Hyatt standards.

Chairman Piper opened the floor to public comment.

Cynthia Kern, private citizen, stated that the proposed project did not appear to be compatible with the nearby environmental setting of Greynolds Park. She pointed out that the park is one of the last protected natural areas in Dade County, and that the hotel would bring more people and cars to the area. She concluded that she was concerned regarding her property taxes and the effect of noise on her property.

Lucy Hertz, private citizen, said Greynolds Park is a pristine area that would be adversely affected by the proposed project. She stated that she and other citizens are opposed to the project due to the effect it could have on their homes, and would like to know more “about what is going on with the [City] Council and this development.”

Kim Lumpkin, private citizen, said she regularly visits Greynolds Park and felt it would be wrong to allow a project of the proposed scale to locate next to the park and near the surrounding neighborhood. She asserted that the current site plan would overwhelm the park and have a negative environmental impact, and recalled that the Board had once recommended against the rezoning of the property.

Sandy Henchy, private citizen, stated that the 9000 sq. ft. conference center could be used for events such as weddings, receptions, meetings, and other social events. She asked how the Applicant planned to accommodate large groups of people in the hotel, and to whom the hotel rooms would be targeted and sold. Ms. Henchy added that the 20-year agreement should be in place before the Application is approved in order to ensure that the City knows how the building will be used.

Elena Castro-Moran, private citizen, said Greynolds Park belongs to the County and is one of the few remaining pristine natural areas within Dade County. She asserted that it would be severely affected by the adjacent project due to noise, light, service, runoff, and traffic. She urged the Board to reject the Application and reconsider the size of the building that would be constructed on the subject property.

Maurice Garcia, private citizen, stated that he is the local councilperson for the unincorporated area to the north of Greynolds Park. He advised that the park is beloved by residents throughout the County, and said the Board has a duty to protect the park lands. He felt a project of the proposed height would negatively affect the park and the nearby residents.

Charles Baron, attorney, stated that he represents himself as well as three other clients, and requested up to 14 minutes to address the Board, as this was the amount of time provided to the Applicant’s representative. Ms. Siegel advised that this would be left to the Board’s discretion. Chairman Piper stated that Mr. Baron would be allowed additional time for his presentation.

Mr. Baron asserted that the subject property’s B-2 zoning, which allows up to 15 stories in height, is currently in litigation: if the court approves a petition to quash this zoning, the project would not be allowed to proceed. For this reason, he believed the Board

should table the Application for conditional use and site plan approval until this litigation has been concluded. He noted that should the petition be denied, the decision would be appealed, which would further delay the beginning of any development on the site.

Mr. Baron continued that the clients he represents feel the project would proceed at the expense of Greynolds Park and the nearby residential neighborhood. He urged the Board once more to table the Application in order to allow concerned residents and landowners to meet with the Applicant and arrive at a more satisfactory plan for the subject site. Mr. Baron suggested that the Applicant instead design a four- or two-story project for the site, which would result in positive revenue for the owners and the City.

Mr. Baron pointed out that the Miami-Dade Department of Parks and Recreation had objected, both verbally and in writing, to the rezoning of the subject parcel, as it could harm the natural and historic characteristics of the park. Regarding the site plan and conditional uses, he stated that a majority vote of the City Council could allow the project to expand to 15 stories in height rather than the 10 expressed in the restrictive covenant.

Mr. Baron asked that the Board deny the site plan portion of the Application, as it would not fit in with other structures in the surrounding neighborhood. He proposed that the project be redesigned in a style that would more closely match other nearby buildings. He asserted that one criterion for approval was that the conditional use be consistent with the existing natural environment, which he did not believe was met by the proposed building. He stated that the neighborhood residents who frequent the park would not want to see a building of the proposed size, and that the structure should be built to a smaller scale.

He pointed out that the Applicant does not yet have a signed contract with the Hyatt company, which meant there was nothing to prevent them from selling the parcel if they wished. Mr. Baron concluded that if the project is restricted to office use only, it would not be used in the evenings or on weekends and would have a less significant impact on the neighborhood.

Ms. Siegel advised that the restrictive covenants filed with regard to the property are legal documents and are recorded in the County records. These restrictions accompany the land. This would prevent the possibility of constructing a building 15 stories in height on the subject parcel.

Chairman Piper added that the height of the proposed building was not the issue before the Board, as the Applicant has the full legal right to construct buildings to the standards of a B-2 zoning district. This meant the Board could not place additional limits on the height allowed by this district.

He also asked if the hotel would be required to seek business tax receipt (BTR) approval on an annual basis for the licensing of uses not strictly related to the hotel's function. Ms. Kamali clarified that while the hotel proper would not have to seek this

approval annually, the conditional uses on the site would have to do so. She offered the restaurant as an example, explaining that the conditional uses must be put into place one year after they are approved. If the restaurant is open until 4 a.m. rather than 2 a.m., the approval would require the City Manager's signature; if it were open until 6 a.m., the Mayor and City Council must sign off on the approval as well. The proposal before the Board at present was for a restaurant that would be open until 2 a.m. only.

Ms. Siegel added that in the event of any problems with businesses on the subject parcel, the City Council may revoke any BTR that has been issued.

Phil Marzo, private citizen, said the traffic on West Dixie Highway is always heavy and can be time-consuming to navigate. He felt the proposed project would exacerbate this situation despite the proposed traffic calming devices; in addition, the building would block the view from surrounding homes and cast a large shadow. He concluded that he agreed with Mr. Baron's argument as presented earlier.

Chairman Piper reiterated that the Board cannot restrict the size of the building to be constructed on the site, as the Applicant has the right to build up to 10 stories according to the parcel's B-2 zoning district.

Bill Campbell, private citizen, said the proposed building is not compatible with the surrounding environment, and recalled that a previous Planning and Zoning Board had voted against the rezoning of the site to B-2. He asserted that the Board had a right to say the project is incompatible with the surrounding neighborhood, and that the traffic and lights brought to the subject site would be damaging to the nearby park. He suggested that the Application should be tabled until the Applicant has met with members of the neighborhood and arrived at a different solution.

Ms. Siegel explained that the previous Planning and Zoning Board had been concerned with the rezoning because it had seemed premature at the time, as there were no site plans accompanying the rezoning application. Chairman Piper confirmed that this was his recollection of the issue as well.

Fred Shepler, private citizen, stated that traffic to nearby apartment buildings on Dixie Highway from the site would be greatly affected by the proposed project. He did not feel Dixie Highway could accommodate this increase in traffic, and urged the Board to table the Application until the pending litigation is concluded, as the project would have a negative effect on the surrounding neighborhood.

Debbi Bachar, private citizen, disagreed with the Applicant's statement that the proposed use would have no substantial detrimental effects on neighborhood property values. She stated that the proposed building's height would place her building in shadow throughout most of the day. She added that while the apartment residents did not own their properties, they are still residents and registered voters who were concerned about their way of life. Ms. Bacher concluded that train schedules already

create traffic backup in the area of 172nd Street, and would be exacerbated by the project.

Bill Ullman, private citizen, said if the proposed project is allowed to proceed, it would result in “the end of” the nearby residential neighborhood, as it was likely to result in the creation and extension of a commercial corridor along the street.

Jack Lieberman, private citizen, said he is a business owner on 163rd Street. He pointed out that no environmental impact study has been done to determine the effects of traffic, noise, and light on the park. He noted that a balloon study has also not been done, and recommended that the Board request these studies before ruling on the Application.

Matthew Anderson, private citizen, said he would be the homeowner most affected by the project, as his home borders the park. He stated that traffic backs up to the front of the park for nine months out of the year; furthermore, school buses stop regularly in the area. He felt the safety of children riding the buses would be adversely affected by delivery trucks and other traffic accessing the hotel. Mr. Anderson concluded that the project was too big to be compatible with the surrounding neighborhood, traffic, and trains.

Marah Lieberman, private citizen, said she had regularly visited the park as a child, and asserted that it was the only space remaining in the area where members of the community could experience nature. She stated the park should be expanded instead of having another hotel placed nearby, and that the environment would suffer from raising another building in the area.

As there were no other members of the public wishing to speak on the Item, public comment was closed.

Mr. Feiner advised that although there is currently litigation in process regarding the site, this should not restrict the Board from advancing the Application to the City Council. He urged the Board not to table the Application so the project could continue the process of obtaining building permits for the site. He also asserted that the rezoning of the parcel to B-2 is currently valid unless it is overturned through the judicial system.

Mr. Feiner continued that while there had been a request for the Applicant to meet with concerned residents regarding the project, he had met with Mr. Baron and did not feel it was possible to arrive at a middle ground.

He concluded that while some residents had expressed concern that the hotel’s balconies would overlook their properties, there were no balconies planned for the hotel. He also asserted that for all intents and purposes, the agreement with the Hyatt company was complete, although not yet finalized. In addition, Mr. Feiner stated that the residents in nearby multi-family residential properties were renters of these properties rather than owners, and were therefore considered to be “transient.” These properties would serve as a buffer between the subject parcel and the residential neighborhood.

Chairman Piper asked for City Staff's recommendation regarding the Application. Ms. Kamali replied that the City recommends approval of the Application, which requests site plan and conditional use approval of a 658,483 sq. ft. building. Two conditional uses are requested and there are 15 conditions included in the staff report. Mr. Feiner confirmed that the Applicant accepted these conditions.

Vice Chairman Kreisberg remarked that if the project were a 10- to 15-story office complex, all its employees would arrive and leave at the same time of day, while this would not be the case for a hotel. For this reason, he felt the traffic impacts would be less than what could be expected of an office building. He also felt the descriptions of traffic on West Dixie Highway were not entirely accurate, as the roadways were less backed up than as described.

Vice Chairman Kreisberg continued that while the project would affect the entrance to Greynolds Park, the park itself is very large and underused. He did not believe the project would have a significant ecological impact on the park. He concluded that while it is unfortunate for one individual's property rights to affect the property rights of another, this was not an uncommon occurrence. He felt the project would have a positive effect on the community, and that its tax revenue and facilities would be in the best interests of the City.

Mr. Litowich observed that many of the comments made in opposition to the Application did not address the issues related to the project. He pointed out that the rezoning has been approved and will allow a project of 10 stories in height. Ms. Siegel clarified that while the rezoning could have allowed a 15-story project, the City Council had attached a restrictive covenant to the parcel which limited the height of any project to 10 stories. She added that the hotel and bar and lounge uses, which are conditional uses, are allowed within a B-2 zoning district. Mr. Litowich concluded that had not yet decided whether or not he felt the project was right for the site.

Mr. Lynn asked if the hotel's lights were expected to affect the park, and whether or not its lighting could be restricted. Chairman Piper advised that the Applicant must submit photometrics as part of their plan, and noted that building Code states site lighting may not spill over onto any abutting properties. Ms. Kamali added that Staff condition #5 requires the submission of a light impact study.

Chairman Piper explained that the Board must operate within certain constraints when recommending a project; in addition, they serve in an advisory capacity to the City Council, and can only make a recommendation. City Council will have the ultimate decision regarding the project. He concluded that it was unlikely that a smaller structure than the one proposed in the Application would be built on the property: with this in mind, he felt the Board should embrace the best possible use for the site. He stated that the proposed use was more likely to be beneficial to the community than another project that could be constructed on the site.

A motion was made by Julian Kreisberg, seconded by Saul Smukler, to approve of Item 13-545, conditional use with 15 conditions. In a roll call vote, the motion passed with a vote of 4-1 (Mr. Litowich dissenting).

Chairman Evan Piper	YES
Joseph Litowich	NO
Hector Marrero	ABSENT
Julian Kreisberg	YES
Saul Smukler	YES
Jeffrey Lynn	YES
Michael Mosher	ABSENT

NEXT MEETING

Ms. Kamali advised that the next Board meeting would be tentatively scheduled for August 12, 2013.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 8:17 p.m.

RESOLUTION NO. R2013-47

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT A 10-STORY, 658,483 SQUARE FOOT MIXED-USE BUILDING, ON A 188,179 SQUARE FOOT (4.32 ACRES) VACANT PARCEL OF LAND, AS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE APPROVAL IN ACCORDANCE WITH SECTION 24-52(C)(8) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH FOR THE OPERATION OF A 275-ROOM HOTEL, AS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE APPROVAL IN ACCORDANCE WITH SECTION 24-52(C)(4) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH FOR THE OPERATION OF A BAR AND/OR LOUNGE, AS PROPOSED, ON PROPERTY LEGALLY DESCRIBED AS:

Lots 1, 2, 3, 4, & 5, Leader Subdivision, according to the Plat thereof, as recorded in Plat Book 82 at Page 17 of the Public Records of Miami-Dade County, Florida.

**A/K/A
17400 West Dixie Highway
North Miami Beach, Florida**

(P&Z Item No. 13-545 of July 22, 2013)

WHEREAS, the property described herein is zoned B-2, General Business Zoning District;
and

WHEREAS, the applicant requests site plan approval in order to construct a ten-story, 658,483 square foot mixed-use building, on a 188,179 square foot (4.32 acres) vacant parcel of land located at 17400 West Dixie Highway; and

WHEREAS, on July 22, 2013 the Planning and Zoning Board recommended approval of the site plan and conditional uses with a vote of 4-1, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:

- Survey, Sheet 1 of 1, by Fortin, Leavy, Skiles, Inc., date 10/10/2005, revised 4/12/2010;
- Site Plan, Sheet SP-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/2013;
- Preliminary Engineering Plan, Sheet PE-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/13;
- Pavement Marking Plan, Sheet PM-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/2013;
- Site Data Sheet, Sheet A00.01, by Slattery & Associates, dated 5/30/2013;
- Site Plan Details, Sheet A1.02, by Slattery & Associates, dated 5/30/2013;
- Ground Floor Plan, Sheet A2.01, by Slattery & Associates, dated 5/30/2013;
- 2nd Floor Plan, Sheet A2.02, by Slattery & Associates, dated 5/30/2013;
- 3rd Floor Plan, Sheet A2.03, by Slattery & Associates, dated 5/30/2013;
- 4th Floor Plan, Sheet A2.04, by Slattery & Associates, dated 5/30/2013;
- 5th Floor Plan, Sheet A2.05, by Slattery & Associates, dated 5/30/2013;
- 6th Floor Plan, Sheet A2.06, by Slattery & Associates, dated 5/30/2013;
- 7th Floor Plan, Sheet A2.07, by Slattery & Associates, dated 5/30/2013;
- 8th Floor Plan, Sheet A2.08, by Slattery & Associates, dated 5/30/2013;
- 9th Floor Plan, Sheet A2.09, by Slattery & Associates, dated 5/30/2013;
- 10th Floor Plan, Sheet A2.10, by Slattery & Associates, dated 5/30/2013;
- Roof Plan, Sheet A2.11, by Slattery & Associates, dated 5/30/2013;
- Elevations (East & South), Sheet A3.01, by Slattery & Associates, dated 5/30/2013;
- Elevations (West & North), Sheet A3.02, by Slattery & Associates, dated 5/30/2013;
- Sections, Sheet A4.01, by Slattery & Associates, dated 5/30/2013;
- Landscape Plan, Sheet L-1.3, by James Santiago Landscape Architect, dated 5/29/2013;
- Landscape Plan, Sheet L-2.3, by James Santiago Landscape Architect, dated 5/29/2013;
- Landscape Details, Sheet L-3.3, by James Santiago Landscape Architect, dated 5/29/2013;

- Tree Disposition Plan, Sheet TD-1.2, by James Santiago Landscape Architect, dated 5/29/2013;
- Tree Disposition Plan, Sheet TD-2.2, by James Santiago Landscape Architect, dated 5/29/2013;
- Site Photometric Plan, Sheet PH.01, by Slattery & Associates, dated 5/30/2013.

2. A complete paving and drainage plan showing proposed and existing grading, drainage details and calculations must be submitted to and approved by the City Engineer prior to the issuance of a building permit.

3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.

4. Building materials and color samples must be submitted to, and approved by, the Director of Public Services prior to the issuance of a building permit for this project.

5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. All lighting shall be contained on-site.

6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy.

7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles, street furniture, and bicycle racks must be submitted to and approved by the Director of Public Services.

8. Garbage dumpsters shall be constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, interior light, running water, hose hook-up and a floor drain.

9. All roof top equipment shall be screened from ground view of all surrounding and adjacent properties.

10. All wall signage must be of individual, flush mounted channel letter type only. The number and size of which may not exceed that as permitted in the City's Land Development Regulations (LDRs). All signage requires a separate permit prior to installation.

11. Window signage shall be limited to 25% coverage and windows shall not be framed in neon lights.

12. All off-site improvements, including turn-about, must be installed prior to the issuance of a Certificate of Occupancy.

13. The installation of the perimeter wall at the west property line must be installed prior to site preparation and building construction.

14. The signed resolution shall be recorded by the applicant with the Miami-Dade County Clerk of the Court, and a copy of the recorded resolution must be submitted to the City with the building permit plans prior to the issuance of a building permit for said project.

15. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution, after it has been recorded, approving this project, including all conditions related to said approval.

NOW, THEREFORE,

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

Section 1. Site plan approval in order to construct a 10-story, 658,483 square foot mixed-use building on a 188,179 square foot (4.32 acres) vacant parcel of land, on property legally described as:

Lots 1, 2, 3, 4, & 5, Leader Subdivision, according to the Plat thereof, as recorded in Plat Book 82 at Page 17 of the Public Records of Miami-Dade County, Florida.

**A/K/A
17400 West Dixie Highway
North Miami Beach, Florida**

is hereby granted subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:

- Survey, Sheet 1 of 1, by Fortin, Leavy, Skiles, Inc., date 10/10/2005, revised 4/12/2010;
- Site Plan, Sheet SP-1, by Landplan Engineering Group, Inc., dated April 2013, last revised 6/11/2013;
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- 3rd Floor Plan, Sheet A2.03, by Slattery & Associates, dated 5/30/2013;
- 4th Floor Plan, Sheet A2.04, by Slattery & Associates, dated 5/30/2013;
- 5th Floor Plan, Sheet A2.05, by Slattery & Associates, dated 5/30/2013;
- 6th Floor Plan, Sheet A2.06, by Slattery & Associates, dated 5/30/2013;
- 7th Floor Plan, Sheet A2.07, by Slattery & Associates, dated 5/30/2013;
- 8th Floor Plan, Sheet A2.08, by Slattery & Associates, dated 5/30/2013;
- 9th Floor Plan, Sheet A2.09, by Slattery & Associates, dated 5/30/2013;
- 10th Floor Plan, Sheet A2.10, by Slattery & Associates, dated 5/30/2013;
- Roof Plan, Sheet A2.11, by Slattery & Associates, dated 5/30/2013;
- Elevations (East & South), Sheet A3.01, by Slattery & Associates, dated 5/30/2013;
- Elevations (West & North), Sheet A3.02, by Slattery & Associates, dated 5/30/2013;
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- Landscape Plan, Sheet L-1.3, by James Santiago Landscape Architect, dated 5/29/2013;
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- Landscape Details, Sheet L-3.3, by James Santiago Landscape Architect, dated 5/29/2013;
- Tree Disposition Plan, Sheet TD-1.2, by James Santiago Landscape Architect, dated 5/29/2013;
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2. A complete paving and drainage plan showing proposed and existing grading, drainage details and calculations must be submitted to and approved by the City Engineer prior to the issuance of a building permit.

3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.

4. Building materials and color samples must be submitted to, and approved by, the Director of Public Services prior to the issuance of a building permit for this project.

5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. All lighting shall be contained on-site.

6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be approved

prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy.

7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles, street furniture, and bicycle racks must be submitted to and approved by the Director of Public Services.

8. Garbage dumpsters shall be constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, interior light, running water, hose hook-up and a floor drain.

9. All roof top equipment shall be screened form ground view of all surrounding and adjacent properties.

10. All wall signage must be of individual, flush mounted channel letter type only. The number and size of which may not exceed that as permitted in the City's Land Development Regulations (LDRs). All signage requires a separate permit prior to installation.

11. Window signage shall be limited to 25% coverage and windows shall not be framed in neon lights.

12. All off-site improvements, including turn-about, must be installed prior to the issuance of a Certificate of Occupancy.

13. The installation of the perimeter wall at the west property line must be installed prior to site preparation and building construction.

14. The signed resolution shall be recorded by the applicant with the Miami-Dade County Clerk of the Court, and a copy of the recorded resolution must be submitted to the City with the building permit plans prior to the issuance of a building permit for said project.

15. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution, after it has been recorded, approving this project, including all conditions related to said approval.

Section 2. Conditional use approval in accordance with Section 24-52(C)(8) of the Code of Ordinances of the City of North Miami Beach for the operation of a 275-room hotel, as proposed, on property legally described as aforesaid, is hereby granted subject to the aforementioned conditions.

Section 3. Conditional use approval in accordance with Section 24-52(C)(4) of the Code of Ordinances of the City of North Miami Beach for the operation of a bar and/or lounge, as

proposed, on property legally described as aforesaid, is hereby granted subject to the aforementioned conditions.

Section 4. Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the applicant must apply for a master building permit from the City within one (1) year of the date of this Resolution or the site plan approval granted shall be deemed null and void and the applicant shall be required to reinstate the site plan review process unless the term is extended administratively or by the City Council prior to its expiration.

Section 5. Pursuant to Section 24-175(C) of the Code of Ordinances of the City of North Miami Beach, the applicant must obtain a Business Tax Receipt within one year of the issuance of a Certificate of Occupancy or within one year of conditional use approval, whichever is longer. This may be extended administratively for good cause for one six-month period by the City Manager or designee. This period may be extended by the Mayor and City Council for good cause.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach, Florida at regular meeting assembled this ___ **day of** _____, **2013**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Mac Serda, Interim City Manager
DATE: Tuesday, August 20, 2013

RE: Resolution No. R2013-50 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: See attached Memorandum.

RECOMMENDATION: It is staff's recommendation to follow the next step in the critical event schedule and approve the attached resolution as described above.

FISCAL IMPACT: N/A

CONTACT PERSON(S): Mac Serda, Interim City Manager
Brian K. O'Connor, Chief Procurement Officer

ATTACHMENTS:

- ❑ [Resolution No. R2013-50](#)
- ❑ [Memorandum](#)
- ❑ [Ad Tear Sheet](#)
- ❑ [Advertisement Aff](#)
- ❑ [Mailing Aff](#)
- ❑ [Critical Events Schedule](#)

RESOLUTION NO. R2013-50

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF NORTH MIAMI BEACH; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE CITY OF NORTH MIAMI BEACH; APPROVING THE SOLID WASTE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of North Miami Beach, Florida (the "City"), has enacted Ordinance No. 2013-10 (the "Ordinance"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs against certain Residential Property within the City; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Residential Property; and

WHEREAS, the Council desires to initiate an assessment program for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs for certain Residential Properties within the City using the tax bill collection method for the Fiscal Year beginning on October 1, 2013; and

WHEREAS, on July 16, 2013, the Council adopted Resolution No. R2013-43 (the "Initial Assessment Resolution"), containing a brief and general description of the Solid Waste and Recyclable Materials collection and disposal services, facilities or programs to be provided to

Residential Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs against certain Residential Property, designating a rate of assessment, and directing preparation of the Solid Waste Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, pursuant to the provisions of the Ordinance, the City is required to repeal or confirm the Initial Assessment Resolution, with such amendments as the Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Solid Waste Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and, as required by the terms of the Ordinance, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on August 20, 2013, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida:
SECTION 1. AUTHORITY. This resolution is adopted pursuant to Ordinance No. 2013-10; Resolution No. R2013-43; Article VIII, Section 2(b), Florida Constitution; sections 166.021 and 166.041, Florida Statutes; the City Charter of the City of North Miami Beach; and other applicable provisions of law.

RESOLUTION NO. R2013-50

SECTION 2. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Final Assessment Resolution as defined in the Ordinance. All capitalized terms in this resolution shall have the meanings defined in the Ordinance, Section 18-1 of the City of North Miami Beach Code of Ordinances, and the Initial Assessment Resolution.

SECTION 3. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution is hereby confirmed.

SECTION 4. IMPOSITION OF SOLID WASTE SERVICE ASSESSMENTS.

(A) The Tax Parcels of Residential Property described in the Solid Waste Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste and Recyclable Materials collection and disposal services, facilities or programs described in the Initial Assessment Resolution, in the amount of the Solid Waste Service Assessment set forth in the Solid Waste Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property within the City will be benefited by the City's provision of Solid Waste and Recyclable Materials collection and disposal services, facilities or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in this Resolution.

(C) Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Initial Assessment Resolution, from the Solid Waste and Recyclable Materials collection and disposal services, facilities or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(D) The method for computing Solid Waste Service Assessments described in the Initial Assessment Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2013, the estimated Solid Waste Cost of \$3,618,180.00 shall be allocated among all parcels of Residential Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$450.00 for the first Dwelling Unit and \$360.00 for each additional Dwelling Unit on each parcel of Residential Property for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs is hereby approved for the Fiscal Year beginning October 1, 2013. Solid Waste Service Assessments in the amounts set forth in the Solid Waste Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Residential Property described in the Solid Waste Assessment Roll.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(G) As authorized in the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all Residential Property for which a Certificate of Occupancy is issued after adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(H) Such Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall

be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Council of this Final Assessment Resolution for Solid Waste Services. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 5. APPROVAL OF SOLID WASTE ASSESSMENT ROLL.

(A) The Solid Waste Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) The Solid Waste Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Solid Waste Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(C) Any Solid Waste Service Assessments or charges imposed on Government Property shall not be included on the Solid Waste Assessment Roll and shall continue to be collected pursuant to Section 18-5 of the North Miami Beach Code.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Solid Waste Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 7. EFFECTIVE DATE. This Final Assessment Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of August, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

APPENDIX A
AFFIDAVIT OF MAILING

RESOLUTION NO. R2013-50

APPENDIX B
PROOF OF PUBLICATION

RESOLUTION NO. R2013-50

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of North Miami Beach, Florida, or an authorized agent of the City of North Miami Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector by September 15, 2013.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2013.

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
George Vallejo, Mayor

[to be delivered to Tax Collector prior to September 15]

RESOLUTION NO. R2013-50

C-1

**CITY OF NORTH MIAMI BEACH
MEMORANDUM**



PROCUREMENT MANAGEMENT DIVISION

TO: Mac Serda, Acting City Manager

FROM: Brian K. O'Connor, Chief Procurement Officer

DATE: Friday, August 16, 2013

RE: NON AD VALOREM FINAL ASSESSMENT RESOLUTION – SOLID WASTE

BACKGROUND:

If approved after the public hearing, the Final Assessment Resolution will confirm the Initial Assessment Resolution, including the method of apportionment and rates contained therein. It will also impose the final assessment rates for the fiscal year commencing October 1, 2013, approve the final assessment roll, and provide for the roll to be certified to the tax collector for collection.

No later than July 31, 2013, the city mailed 7,522 individual notices to each affected property owner in the city, notifying them of the proposed assessment on their property and inviting them to be heard at this public hearing. The timing and content of this notice was prescribed largely by state law. In response to these notices, the city has received about 50 inquiries from citizens, which is about .7% of the total notices. In addition to satisfying the state notice requirement, these notices also serve the dual purpose of allowing property owners to submit any corrections regarding their property to the City. This is a vital and essential part of any first year assessment program as it allows the city to process those corrections before the final assessment roll is certified. Additionally, the master ordinance previously adopted by the city allows the city manager the authority to make those corrections both before the assessment roll is certified and after certification through the tax collector's Errors and Omissions process, if needed.

The City has also placed on its website's home page (www.citynmb.com) all information pertaining to the Non-Ad Valorem Assessment including Notices, Ordinances, Resolutions and Frequently Asked Questions, and an Appeal Form.

RECOMMENDATION:

It is staff's recommendation to follow the next step in the critical event schedule and approve the attached resolution as described above.

FISCAL IMPACT:

N/A

CONTACT PERSONS:

Mac Serda, Acting City Manager

Brian K. O'Connor, Chief Procurement Officer

Approved as to form and may be placed on the next council agenda.

Approved

Denied

By: _____
Mac Serda, Acting City Manager

_____ Date

CC: Darcee S. Siegel, City Attorney
Pamela L. Latimore, City Clerk

GUILLERMO ALVAREZ GUEDES | 1927-2013

Comedy icon of Cuban exile community

• ALVAREZ GUEDES, FROM 1B

between Cubans and other Spanish-speakers than any diplomatic venture.

Guillermo Alvarez Guedes was born in 1927 in Unión de Reyes in the province of Matanzas. His showbiz career began in his hometown.

There, since childhood, he would entertain crowds at parties and fairs by dancing and singing. It was natural that he would travel to Havana, not just the country's capital but an enter-

tainment center. There, he worked in theaters and on radio shows. But it was in the new medium of television that he made his mark.

During the 1950s, he also began a cinematic career that would lead to roles in more than a dozen movies and the production of three. However, his most widely distributed medium was the recorded spoken word.

In 1953, he had founded a record label, which would become known as Gema Records, where he would rec-

ord and often produce artists like Bebo Valdés, Miami's own Willy Chirino, and the salsa ensemble El Gran Combo.

After joining his exile compatriots in 1960, he eventually made his first comedy album in 1973, which would lead to 30-plus albums over the years.

His own best-selling album is actually in English — sort of. In his *How to Defend Yourself from the Cubans* in the mid-1980s, spoken in heavily accented English — and incongruously American-accented Spanish — Alvarez Guedes warns Americans, tongue-in-cheek, about the Cuban invasion of their homeland and culture.

The humor works doubly with English- and Spanish-speakers, the latter recognizing the absurdities of their own culture. Alvarez Guedes could call Cubans on their follies without eliciting any rancor from them.

In that recording and his stand-up routines, Alvarez Guedes patented the use of the expression *¡ñó!* Though it is short for a blunt obscenity, Cubans use the word in both the two-syllable original and the abbreviation as a sign of awe, indignation or even reflection, without ever considering its original meaning. It is the ultimate four-letter word. But given how Cuban speech tends to slur pronunciation, the comedian picked up on its shortened version. It became his trademark.

It is likely that Guillermo Alvarez Guedes broke the vulgarity barrier in Spanish stand-up. He did not do so transgressively, like a Lenny Bruce, but in the manner of American ethnic comics like the masters of Jewish shtick, as the natural expression of a people.

He never told truly off-color jokes. And his comic persona was deadpan and straight, sometimes affecting righteous indignation. He was just talking like any Cuban would.

He played — some would say he was — the *cubanazo*, a word well-known in Miami. The Big Cuban. Too Cuban For You.

Among Cubans, it was the recognition of one's ethnic idiosyncrasies that enriched his popularity. Among others, it was being granted license to laugh at aspects of Cuban speech and culture that they already found funny. As anti-Castro as any of his exile compatriots, Alvarez Guedes summed up his critique of Fidel Castro with a simple Spanish vulgarity: He was an S.O.B. Most Cuban-Americans would agree.

"My best memories of Cuba make me sad," he told *El Nuevo Herald* in 2007. "Cuba is a country that no longer exists, even if I was born there."

According to the *EnCaribe* website, Alvarez Guedes represented both *el gallego* — a handlebar-moustached Spanish immigrant whose physical appearance was that of Alvarez Guedes himself — and *el negrito*, a street-smart Afro-Cuban who relentlessly mocks *el gallego*.

And his attitude was rooted in *choteo*, a disregard for any seriousness that Cuban intellectual life identifies as a major component of the island's culture.

But such academic wonderings would be dismissed by Alvarez Guedes, who in his radio show on Miami's *Clasica 92.3 FM* would urge his listeners, in the best tradition of *choteo*, to *tirarlo todo a relajo* — make a joke of everything.

One would imagine he might not tolerate too much seriousness about his passing, but would find in it material for one final joke.

He is survived by his widow, Elsa Alvarez Guedes; daughters Elsa Alvarez and Idania Dvoran; and grandchildren Carlos Sánchez, Carolina Sánchez, Guillermo Baldoquín and Ian Allen.

Funeral arrangements were incomplete Tuesday.

CENTRAL FLORIDA



TOM BENITEZ/ORLANDO SENTINEL

LITTERED WITH CANISTERS: Firefighters continue to work Tuesday at the Blue Rhino propane plant.

Massive blasts rock gas plant

BY MIKE SCHNEIDER AND TAMARA LUSH
Associated Press

TAVARES — After hearing two explosions, maintenance worker Gene Williams looked outside to see a 20-by-20-foot fireball rising above an outdoor storage area at the Blue Rhino propane plant.

Moments later, a forklift worker stumbled into the building with flesh hanging off his hands. His legs and face were burned. Exploding 20-pound canisters of propane began raining down around them during the series of explosions late Monday night.

Bright orange flames would grow as high as 200 feet, fueled by the exploding canisters that shot through the air like fireworks.

No one died, but eight workers were injured, including one worker who was hit by a car on a nearby road while fleeing the explosions. Four workers were listed in critical conditions at area hospitals.

Officials said the damage could have been significantly worse if three 30,000-pound propane storage containers had caught fire at the plant that refills propane tanks for gas grills and other home

uses. About 50 nearby houses were temporarily evacuated.

If the large tanks had exploded, "it would have wiped us out," said Lake County Battalion Chief Chris Croughwell, one of the first responders to the explosions in the town northwest of Orlando.

The cause of the explosion was under investigation by federal and state authorities.

Tavares Fire Chief Richard Keith said possible causes of the explosion may be equipment malfunction or human error. Sabotage was not suspected.

Williams said they were able to remotely shut the valves to the three big tanks. But they weren't able to turn on water sprays meant to keep the tanks cool during a fire.

"It was too violent, too hot, to get in there and turn them on," he said.

Blue Rhino is a subsidiary of Kansas-based national propane provider Ferrellgas. Spokesman Scott Brockelmeyer said Tuesday he didn't have specific information available about the safety water hoses but added that the company follows industry standards.

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CITY OF NORTH MIAMI BEACH NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the City Council of the City of North Miami Beach, will conduct a public hearing to consider imposing solid waste and recyclable materials special assessments against certain improved residential properties located within the incorporated area of the City to fund the cost of solid waste and recyclable materials collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

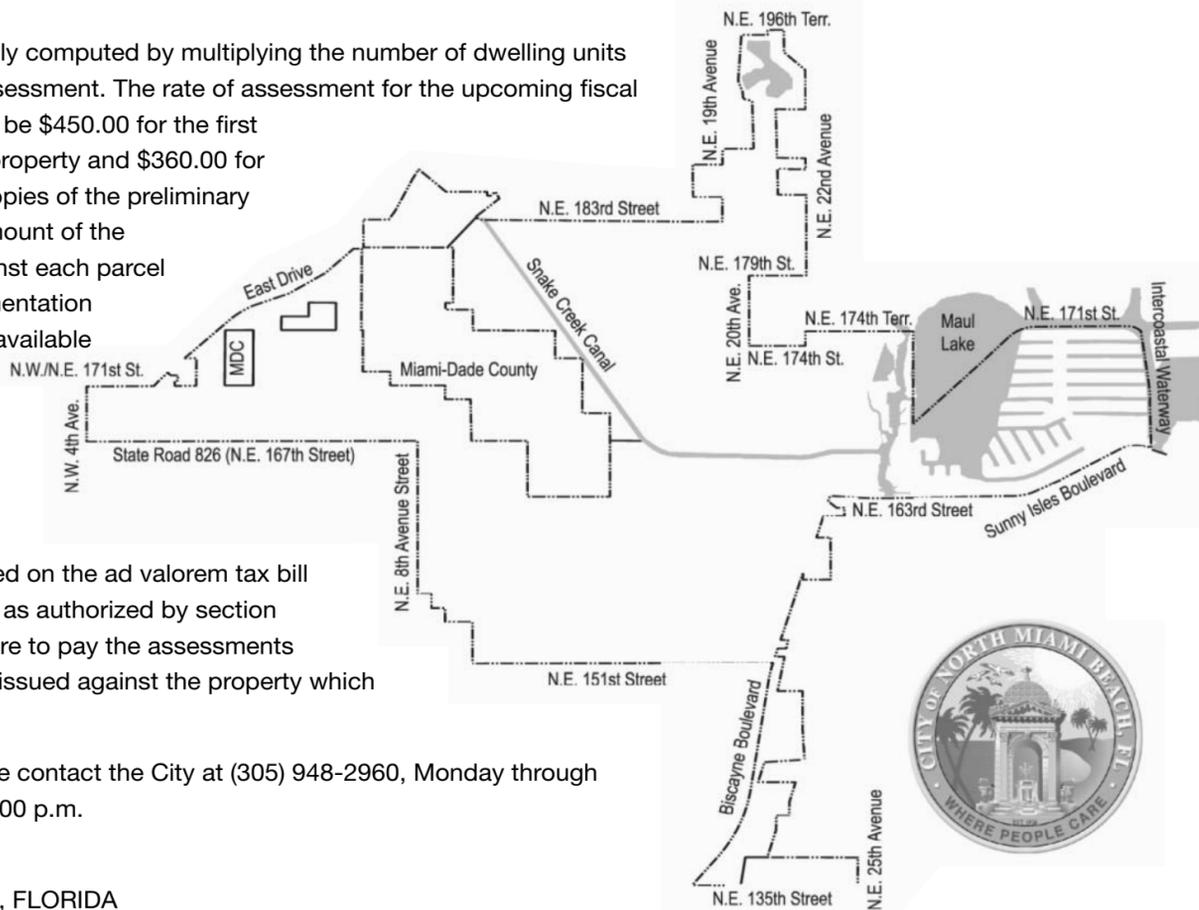
The hearing will be held at 7:30 p.m. on August 20, 2013, in the City Council Chambers, Second Floor, City Hall, 17011 NE 19th Avenue, North Miami Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Thomas A. Carney, the City's ADA Coordinator, (305)787-6006, at least 2 days prior to the date of the hearing. For hearing or speech-impaired to contact the NMBPD: Dial 711 or 1-800-955-8770 for Relay Service, and give relay operator phone number 305-949-5500. The link to the City's Office of ADA Compliance is: <http://tinyurl.com/citynmb-ADA>.

The assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$450.00 for the first dwelling unit on each parcel of property and \$360.00 for each additional dwelling unit. Copies of the preliminary assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 17011 NE 19th Avenue, North Miami Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (305) 948-2960, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY CLERK
CITY OF NORTH MIAMI BEACH, FLORIDA





PUBLISHED DAILY

MIAMI, FLORIDA

**STATE OF FLORIDA
COUNTY OF DADE**

Before the undersigned authority personally appeared:

Elayne Cardoso

Who on oath says that she is an

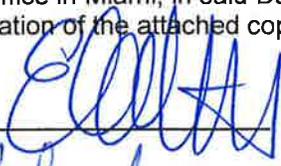
Account Executive

Of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the advertisements for **City of North Miami Beach** appeared in said newspaper in the issues of:

July 31st, 2013

Miami Herald Main Section (Page 6B)

Affidavit further says that the said Miami Herald is a newspaper published at Miami, in the said Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida, each day and has been entered as second class mail matter at the post office in Miami, in said Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement.





Sworn to and subscribed before me

This 2nd day of August 2013



PUBLISHED DAILY

MIAMI, FLORIDA

**STATE OF FLORIDA
COUNTY OF DADE**

Before the undersigned authority personally appeared:

Elayne Cardoso

Who on oath says that she is an

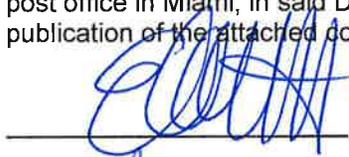
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Sworn to and subscribed before me

This 2nd day of August 2013



APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Lori Helton and

Michelle Pittman, who, after being duly sworn, depose and say:

1. Lori Helton as Assistant Director of Information Technologies of the City of North Miami Beach, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Master Service Assessment Ordinance adopted by the City Council on July 16, 2013 (the "Assessment Ordinance") and in conformance with the Initial Assessment Resolution for Solid Waste Service Assessments adopted by the City Council on July 16, 2013 (the "Initial Assessment Resolution").

2. Ms. Helton has caused the notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Ms. Helton has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 31, 2013, Ms. Helton delivered and directed the mailing of the

RESOLUTION NO. R2013-_____

above-referenced notices by High Cotton USA, Inc., in accordance with Sections 3.05 of the Assessment Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Miami-Dade County Property Appraiser for the purpose of the collection of ad valorem taxes.

4. Michelle Pittman is Account Manager of High Cotton USA, Inc. As directed above, High Cotton USA, Inc., mailed or caused to be mailed on or before July 31, 2013, the above-referenced notices delivered to High Cotton USA, Inc. by the City.

FURTHER AFFIANTS SAYETH NOT.

Lori Helton
Lori Helton, affiant

Michelle Pittman, affiant

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 14th day of August, 2013 by Lori Helton, Assistant Director of Information Technologies, City of North Miami Beach, Florida. She is personally known to me or has produced _____ as identification and did take an oath.

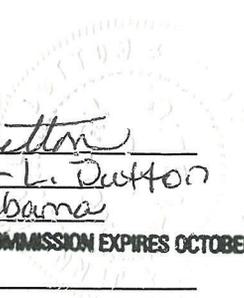


Enga Paulk
Printed Name: Enga Paulk
Notary Public, State of Florida
At Large
My Commission Expires: 4-24-16
Commission No.: EE 191816

RESOLUTION NO. R2013-____

STATE OF Alabama
COUNTY OF Jefferson

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 12th
day of Aug, 2013 by Michelle Pittman Account manager of
High Cotton USA, Inc. He / She is personally known
to me or has produced _____ as identification and did take an oath.


Jennifer L. Dutton
Printed Name: Jennifer L. Dutton
Notary Public, State of Alabama
At Large **MY COMMISSION EXPIRES OCTOBER 1, 2015**
My Commission Expires: _____
Commission No.: _____

RESOLUTION NO. R2013-____

**CITY OF NORTH MIAMI BEACH
SOLID WASTE AND STORMWATER ASSESSMENT PROGRAMS
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2013-14**

(Meeting Dates: 1st and 3rd Tuesdays @ 7:30 p.m.)

Event	Date
City advertises Resolution of Intent	10/23/12; 10/30/12; 11/06/12; 11/13/12
City adopts Resolution of Intent	November 20, 2012
Review and revise apportionment methodologies	Dec. 2012 – May 2013
City provides notice to Property Appraiser, Tax Collector and DOR	by January 10, 2013
City enters into Interlocal Agreements with Property Appraiser and Tax Collector	January – March, 2013
NG&N provides draft Master Service Assessment Ordinance to City for comments	April 10, 2013
City provides comments re: Master Service Assessment Ordinance	April 30, 2013
NG&N provides Master Service Assessment Ordinance to City for Agenda	May 15, 2013
City's consultant provides updated stormwater calculations and methodology to city and NGN	June 3, 2013
NG&N provides draft Initial Assessment Resolutions for Solid Waste and Stormwater assessment programs to City for review and comment	June 14 , 2013
First Reading of Master Service Assessment Ordinance	June 18, 2013
City provides comments on draft Initial Assessment Resolutions	June 25, 2013
City advertises Public Hearing to adopt Master Assessment Ordinance	July 5, 2013
NG&N provides Initial Assessment Resolutions to City for Agenda	July 3, 2013
Public Hearing to adopt Master Service Assessment Ordinance	July 16, 2013
City Council adopts Initial Assessment Resolutions	July 16, 2013
NG&N transmits published notice Reminder Letter to City	July 18, 2013
Publish Notice of Public Hearing to adopt Final Assessment Resolutions	July 31, 2013
City mails first class notices to affected Property Owners	July 31, 2013
NG&N provides Final Assessment Resolutions to City for comments	August 1, 2013
NG&N provides draft Ordinance Amending Chapters 18 and 20 of City Code to City	August 1, 2013
City provides comments re: Final Assessment Resolutions	August 8, 2013
City Provides Comments on Ordinance Amending Chapters 18 and 20 of City Code	August 8, 2013
NG&N provides Final Assessment Resolutions to City for Agenda	August 12, 2013
NG&N provides Final Ordinance Amending City Code to City for First Reading	August 12, 2013
Public Hearing to adopt Final Assessment Resolutions	August 20, 2013
First Reading of Ordinance Amending Chapters 18 and 20 of City Code	September 3, 2013
City Advertises Public Hearing to adopt Ordinance Amending Chapters 18 and 20 of City Code	September 17, 2013
Assessment Roll Certified	by September 15, 2013*

Public Hearing to Adopt Ordinance Amending Chapters 18 and 20 of City Code	September 17, 2013
Tax Bills Mailed	by November 1, 2013

Distribution list: Roslyn Weisblum (Roslyn.weisblum@citynmb.com)
Brian O'Connor (brian.oconnor@citynmb.com)
Mac Serda (mac.serda@nmbpd.org)
Janette Smith (janette.smith@citynmb.com)
Shari Kamali (shari.kamali@citynmb.com)
Lori Helton (lori.helton@citynmb.com)
Heather Encinosa (hencinosa@ngnlaw.com)

*September 15, 2013 is a Sunday. We recommend certifying the roll by September 13, 2013.



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

MEMORANDUM

 Print

TO: Mayor and City Council

FROM: Mac Serda, Interim City Manager

DATE: Tuesday, August 20, 2013

RE: Resolution No. R2013-51 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: See attached Memorandum.

RECOMMENDATION: It is staff's recommendation to follow the next step in the critical event schedule and approve the attached resolution as described above.

FISCAL IMPACT: N/A

CONTACT PERSON(S): Mac Serda, Interim City Manager
Brian K. O'Connor

ATTACHMENTS:

- ❑ [Resolution No. R2013-51](#)
- ❑ [Memorandum](#)
- ❑ [Advertisement Aff](#)
- ❑ [Ad Tear Sheet](#)
- ❑ [Mailing Aff](#)
- ❑ [Critical Events Schedule](#)

RESOLUTION NO. R2013-51

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICE PROVIDED BY THE CITY'S STORMWATER UTILITY; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST REAL PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH; APPROVING THE STORMWATER ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of North Miami Beach, Florida (the "City"), has enacted Ordinance No. 2013-10 (the "Ordinance"), which authorizes the imposition of annual Stormwater Service Assessments for Stormwater Management Services against certain Assessed Property within the City; and

WHEREAS, the imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among certain Single Family Parcels that are specially benefited thereby; and

WHEREAS, on July 16, 2013, the Council adopted Resolution No. R2013-44, the Initial Assessment Resolution For Stormwater Service Assessments (the "Initial Assessment Resolution"), identifying the area within which the City provides Stormwater Management Services and those properties to be specially benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assessing the cost of the City's Stormwater Management Services (the "Stormwater Service Cost") against Single Family Parcels located within the Stormwater Service Area, directing the preparation of the tentative Stormwater Assessment Roll, and directing the provision of the notices required by the Ordinance; and

RESOLUTION NO. R2013-51

WHEREAS, pursuant to the provisions of the Ordinance, the City is required to repeal or confirm the Initial Assessment Resolution, with such amendments as the Council deems appropriate, after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be charged a Stormwater Service Assessment, notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing was held on August 20, 2013 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE,

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to Ordinance No. 2013-10, the Resolution No. R2013-44; Article VIII, section 2(b), Florida Constitution, the City Charter of the City of North Miami Beach, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Final Assessment Resolution as defined in the Ordinance. All capitalized terms in this resolution shall have the meanings defined in the Ordinance, Section 20-1.2 of the City of North Miami Beach Code of Ordinances, and the Initial Assessment Resolution.

SECTION 3. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution is hereby confirmed.

RESOLUTION NO. R2013-51

SECTION 4. STORMWATER SERVICE ASSESSMENTS.

(A) The Assessed Property described in the Stormwater Assessment Roll are hereby found to be specially benefited by the City's Stormwater Management Services described in the Initial Assessment Resolution in the amount of the Stormwater Service Assessment set forth in the Stormwater Assessment Roll.

(B) It is hereby ascertained, determined, and declared that each Tax Parcel of Assessed Property within the Stormwater Service Area will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution.

(C) Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the Developed Properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(D) The method for computing Stormwater Service Assessments described in the Initial Assessment Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2013, the estimated Stormwater Service Cost of \$1,051,767.36 shall be allocated among all Assessed Property within the Stormwater Service Area, based upon each parcels' classification as either Residential Single Family, Multifamily, Nonresidential/commercial, or Vacant Tax Parcels and the number of ERUs assigned to such Tax Parcels as provided in Section 20-1.6 of the City of North Miami Beach Code of Ordinances. An annual rate of assessment equal to \$67.50 for each ERU on a Nonresidential/commercial Tax Parcel

and \$54.00 for each ERU on a Residential Single Family, Multifamily, or Vacant Tax Parcel for Stormwater Management Services is hereby levied and imposed on all parcels of Assessed Property described in the Stormwater Assessment Roll.

(F) Any shortfall in the expected Stormwater Service Assessment proceeds due to any reduction or exemption from payment of the Stormwater Service Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessments.

(G) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against Assessed Property for which a Certificate of Occupancy is issued after the adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(H) Such Stormwater Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution for Stormwater Service Assessments. Upon perfection, the lien for Stormwater Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 5. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) The Stormwater Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act in the manner prescribed in the Ordinance. The Stormwater Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 7. EFFECTIVE DATE. This Final Assessment Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of August, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

APPENDIX A
AFFIDAVIT OF MAILING

RESOLUTION NO. R2013-51

APPENDIX B
PROOF OF PUBLICATION

RESOLUTION NO. R2013-51

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of North Miami Beach, Florida, or an authorized agent of the City of North Miami Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector by September 15, 2013.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2013.

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
George Vallejo, Mayor

[to be delivered to Tax Collector prior to September 15]

RESOLUTION NO. R2013-51

C-1

**CITY OF NORTH MIAMI BEACH
MEMORANDUM**



PROCUREMENT MANAGEMENT DIVISION

TO: Mac Serda, Acting City Manager

FROM: Brian K. O'Connor, Chief Procurement Officer

DATE: Thursday, August 15, 2013

RE: NON AD VALOREM FINAL ASSESSMENT RESOLUTION - STORMWATER

BACKGROUND:

The original stormwater ERU's on non-residential parcels were calculated 21 years ago and are considered out of date. In those 21 years additional parking lots, buildings and other structures have been constructed – and in some cases structures have been removed. To ensure a more accurate assessment of stormwater charges a review of imperious areas on all non-residential parcels was completed and stormwater assessments were recalculated. The result of this exercise is a more accurate billing process, however this also resulted in some customers having a larger stormwater assessment while other customers will have a lower stormwater assessment. Single family homeowners with a single dwelling unit on their property will be unaffected. However 100% of non-residential parcels will be affected. The following table summarizes the effect to business owners.

Stormwater Assessment Summary

Total number of non-residential parcels	715
Number of non-residential parcels with an increase	573
Number of non-residential parcels with a decrease	142
% of non-residential parcels with an increase	80%
% of non-residential parcels with a decrease	20%
Average increase	\$128,277
Average decrease	\$30,144
Maximum decrease	\$3,693.40
Maximum increase	\$6,108.95

If approved after the public hearing, the Final Assessment Resolution will confirm the Initial Assessment Resolution, including the method of apportionment and rates contained therein. It will also impose the final assessment rates for the fiscal year commencing October 1, 2013,

approve the final assessment roll, and provide for the roll to be certified to the tax collector for collection.

No later than July 31, 2013, the city mailed 8,401 individual notices to each affected property owner in the City, notifying them of the proposed assessment on their property and inviting them to be heard at this public hearing. The timing and content of this notice was prescribed largely by state law. In response to these notices, the City has received about 50 inquiries from citizens, which is about .6% of the total notices. In addition to satisfying the state notice requirement, these notices also serve the dual purpose of allowing property owners to submit any corrections regarding their property to the City. This is a vital and essential part of any first year assessment program as it allows the City to process these corrections before the final assessment roll is certified. Additionally, the master ordinance previously adopted by the City allows the City Manager the authority to make these corrections both before the assessment roll is certified and after certification through the tax collector's Errors and Omissions process, if needed.

The City has also placed on the City's website (www.citynmb.com) home page all information pertaining to the Non-Ad Valorem Assessment including Notices, Ordinances, Resolutions Frequently Asked Questions, and an Appeals Form.

RECOMMENDATION:

It is staff's recommendation to follow the next step in the critical event schedule and approve the attached resolution as described above.

FISCAL IMPACT:

N/A

CONTACT PERSONS:

Mac Serda, Acting City Manager

Brian K. O'Connor, Chief Procurement Officer

PUBLISHED DAILY

MIAMI, FLORIDA

**STATE OF FLORIDA
COUNTY OF DADE**

Before the undersigned authority personally appeared:

Elayne Cardoso

Who on oath says that she is an

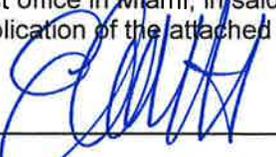
Account Executive

Of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the advertisements for **City of North Miami Beach** appeared in said newspaper in the issues of:

July 31st, 2013

Miami Herald Main Section (Page 5B)

Affidavit further says that the said Miami Herald is a newspaper published at Miami, in the said Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida, each day and has been entered as second class mail matter at the post office in Miami, in said Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement.





Sworn to and subscribed before me

This 2nd day of August 2013



PUBLISHED DAILY

MIAMI, FLORIDA

**STATE OF FLORIDA
COUNTY OF DADE**

Before the undersigned authority personally appeared:

Elayne Cardoso

Who on oath says that she is an

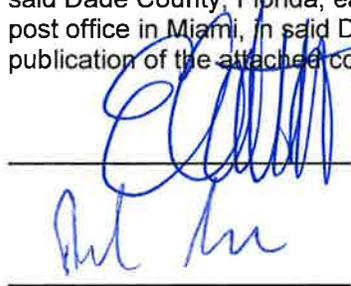
Account Executive

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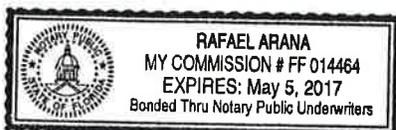
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Sworn to and subscribed before me

This 2nd day of August 2013



CARLOS 'CHARLES' DASCAL, 81

Banker, car dealer, philanthropist

BY ELINOR J. BRECHER
ebrecher@MiamiHerald.com

Carlos "Charles" Dascal loved shiny new cars, and in pre-Castro Cuba, he had to have the latest model — every year.

So it made perfect sense that he would end up selling shiny new cars, and shiny used ones, to drivers in South Florida, where he settled after fleeing the island in 1961.

Dascal moved his wife, baby daughter, and parents to a Little Havana duplex and went into made-in-Japan stereo components, which appealed to his love of gadgets.

DYN Electronics made money and enabled Dascal to co-found Continental National Bank in 1972. Set up in a trailer at 1801 SW First St., it was the country's first Cuban-American-owned bank, catering to fellow exiles trying to make it in the U.S.

It now has seven branches. With the same cheerful chutzpah that propelled him from one business triumph to another, Dascal announced himself as the bank's chairman in a cold call to Henry Ford II during the 1974 Christmas holidays. He asked Ford for a Lincoln franchise — and came away with Midway, the first Ford dealership owned by a Cuban-American.

That year, Time magazine named Dascal one of 200 "Faces From the Future." He didn't disappoint. In addition to Midway, Dascal presided over South Motors Automotive Group and Vista BMW; 11 showrooms in all.

Dascal, of Miami Beach, was born in Havana on Feb. 16, 1932, and died Monday of cancer. He was 81. He and his wife, Fanny Nieman Dascal, would have celebrated their 59th anniversary on Aug. 15.

A quietly generous philanthropist who chaired the Florida International University Foundation board in the 1990s, Dascal supported dozens of charities, including St. Jude Children's Research Hospital, the Epilepsy Foundation of South Florida, the



EL NUEVO HERALD FILE/1998
CARLOS 'CHARLES' DASCAL AND HIS WIFE, FANNY: The businessman and his family fled Cuba in 1961.

Jackson Memorial Foundation Guardian Angels, La Liga Contra el Cancer, arts organizations, and the Humane Society of Greater Miami.

The family's six Maltese dogs, which appear in company advertising, also share the couple's Biscayne Point waterfront estate, where every Sunday afternoon, the Dascals' three daughters and their families gathered to gab, nosh, and listen to the patriarch's stories.

"With 'Pa,' you're never bored," said granddaughter Gabriella Chariff, daughter of Jacqueline Dascal Chariff and Vista/South Motors Executive Vice President Jonathan Chariff. "He can talk for seven hours and it's interesting and it's true."

"He was king of the monologue," her mother said. "He'd start a conversation, take it 360 degrees, then hit you with a zinger and tie it all up." He could be "a goof, a promoter, the ultimate visionary," she added.

Dascal named his grand home Villa Maravillosa, because that's what he called himself: "Maravilloso."

An "electrical whiz" who had to have "the latest and greatest gadgets," according to daughter Jacqueline, Dascal shared ideas with BMW's designers. He would fly to the Geneva Auto Show in Switzerland and track down BMW's president so he could present his ideas face-to-face.

The company adopted some of them. His opening line would always be: "Do you know who I am?"

When Vista became the largest BMW dealership "IN the world," as Dascal used to say, with great emphasis on "in," he could not have been happier.

"I'm extremely proud of the job our team has done in bringing a world-class dealership to South Florida," Dascal said in 2004.

He stood 5-foot-9, but was such a huge presence that he seemed to be 6-foot-4, said Continental National Bank President Guillermo Diaz-Rousselot. He said Dascal's vision for the bank never wavered since he told Time in 1974 that it would "enable the immigrants to build the solid foundation that any minority group needs for its own development."

"You can see [Dascal's commitment] by where we are," said Diaz-Rousselot, who joined the bank in 1977. "We never moved to Coral Gables or Brickell, where the traditional money centers are. The bank belonged to the exile community when it started, and we were there to help other migrants."

"That's our identity."

Longtime friend and business partner Lawrence Hoffman, a Greenberg Traurig founder, said Dascal "was trying to support the exile community and integrate it into

the larger community. A lot of effort went into that."

The bank also became a target of exile-community anger — and, in 1983, a bomb — after then-Vice Chairman Bernardo Benes opened dialogue with the Castro regime. The talks ultimately freed 3,000 political prisoners.

Dascal believed that "freeing people behind bars for many years was the right thing to do," said Diaz-Rousselot, "and he was a friend to his friends. His loyalty is insurmountable."

One example: Dulce Maria Rojas, known as "Tata," the Dascal daughters' nanny, now 91. When "Tata" could no longer work, Dascal moved her to a nearby house and hired someone to look after her.

"I can write you pages of those instances," said Diaz-Rousselot.

But Dascal never sought recognition.

"He doesn't like his picture or his name in the paper," said son-in-law Jonathan.

And neither appeared in 1999, when Dascal, who had been involved in early wireless dispatch technology sued Nextel Communications Inc., alleging that one of its attorneys stole his idea for a nationwide wireless system. Nextel settled for an undisclosed amount the day the case was set for trial.

And when the ripple effects of Southeast Bank's 1991 collapse compelled South Motors to seek bankruptcy-court protection, Dascal "handled it by being straightforward and honest," said Hoffman, though South had done nothing wrong.

In addition to his wife and daughter Jacqueline, Dascal is survived by daughters Elizabeth Dascal and Karla Dascal, both of Miami Beach.

Funeral services will be held at 2:30 p.m. Wednesday at Temple Menorah, 620 75th St., Miami Beach. Burial follows at Mount Sinai Memorial Park Cemetery, 1125 NW 137th St., North Miami.

MARVIN BUNTROCK, 76

Helped run S. Fla. Midas franchises

BY LISA J. HURIASH
Sun Sentinel

Marvin Buntrock, who helped his mother run the first Midas franchises in South Florida and then helped save his wife's family's landmark home, died Friday in a nursing home after a long illness.

Buntrock, of Pompano Beach, was 76.

His mother moved her family from Detroit to Florida for the weather in the 1940s after her husband died at age 37. As a widow with three young boys, she became aggressive in working to fend for herself, said Buntrock's wife, Betsy Buntrock.

Ila Buntrock owned a diner first, and then heard about Midas offering franchises. Since cars were going through mufflers every few years and Muffler was offering a warranty, "she just knew it was going to take off," Betsy Buntrock said.

The first Midas opened in Fort Lauderdale in 1954, and Buntrock worked there as a teenager. As the population in the tri-county area grew, so did the business. Eventually the family owned 13 shops, later run by Buntrock and one of his brothers. The stores were sold in 2003.

While a student at the University of Florida, Buntrock met his wife Sarah Elizabeth "Betsy" McDougald, the daughter of Broward's "law man" William "Duncan" McDougald. Her father was a Deerfield Beach city commissioner, police chief and farmer who bought a 1916 mansion to raise his family.

Years later, the McDougald family decided to turn the 17-room Georgian Colonial home into a museum.

Buntrock was instrumental in convincing oth-

ers to move the house off busy Dixie Highway to its current location at the corner of Northeast Fifth Avenue and Northeast 10th Street, surrounded by open land and a more farm-like atmosphere.

After more than a decade of work, the Sample-McDougald House opened to the public in 2012.

"Over the years, he never gave up," said Betsy Buntrock. "He never missed a meeting until his health [failed]. He loved that project."

"He saw the value of preserving it for the community," said Dan Hobby, the executive director of the Sample-McDougald House Preservation Society.

"He wasn't a chatty person, but when he did say something it was worth listening to."

He was generous elsewhere in the community, said Marti Forman, spokeswoman for the Cooperative Feeding Program, now known as LifeNet4Families, which runs a food pantry, among other services.

"He was a generous contributor for many years. He was nice, quiet, he wouldn't stand out in a crowd as affluent — he was very modest and humble."

In addition to his wife, Buntrock is survived by one son, Bryan Buntrock, of Pompano Beach.

The viewing is scheduled for 11 a.m. Wednesday and the service at noon at the Kraer Funeral Home and Cremation Center, 200 N. Federal Hwy., Pompano Beach. Burial will follow.



BUNTROCK

CITY OF NORTH MIAMI BEACH NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR STORMWATER

Notice is hereby given that the City Council of the City of North Miami Beach, Florida, will conduct a public hearing to consider imposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above. The hearing will be held at 7:30 p.m. on August 20, 2013, in the City Council Chambers, Second Floor, City Hall, 17011 NE 19th Avenue, North Miami Beach, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Thomas A. Carney, the City's ADA Coordinator, (305)787-6006, at least 2 days prior to the date of the hearing. For hearing or speech-impaired to contact the NMBPD: Dial 711 or 1-800-955-8770 for Relay Service, and give relay operator phone number 305-949-5500. The link to the City's Office of ADA Compliance is: <http://tinyurl.com/citynmb-ADA>. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non ad valorem assessments must be filed with the City Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

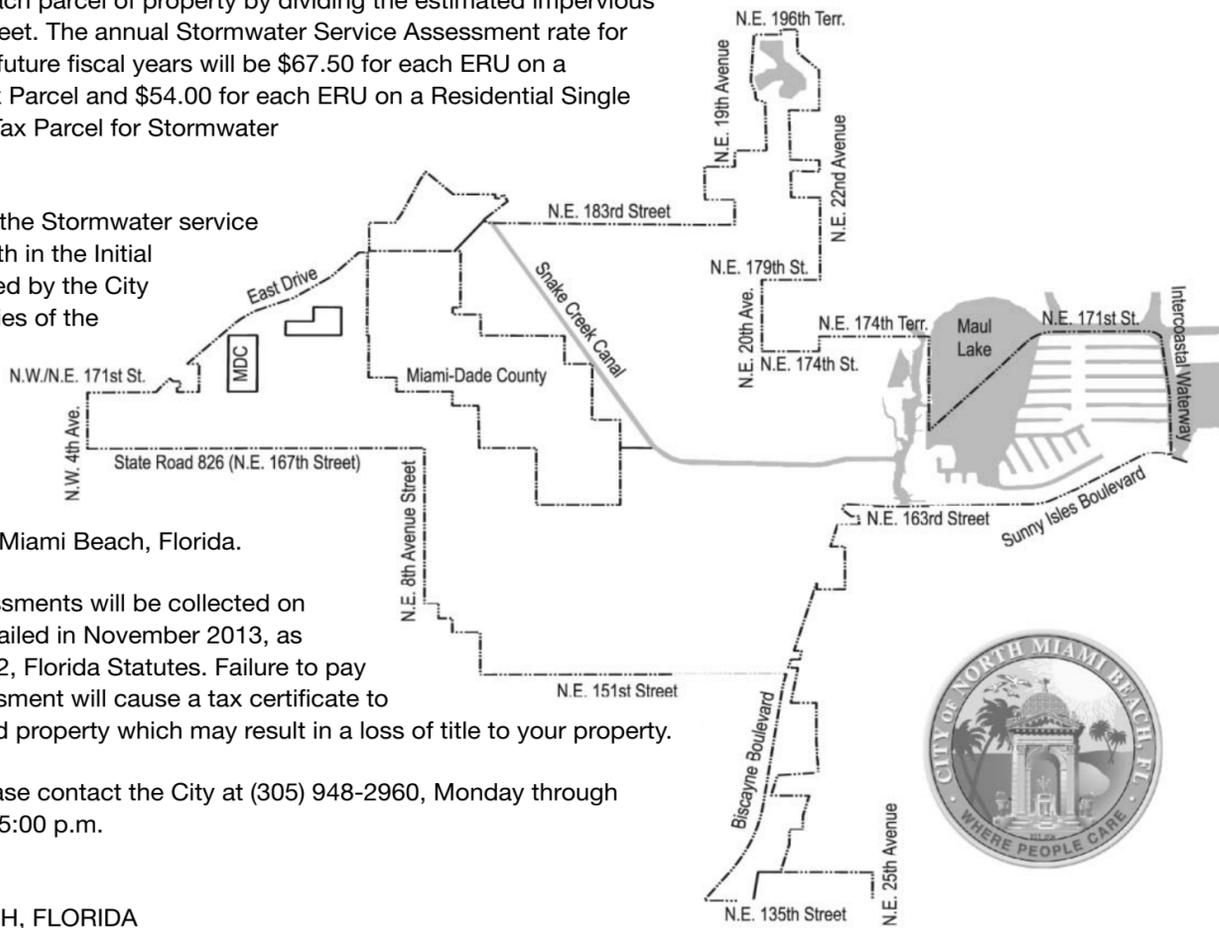
The Stormwater Service Assessments have been proposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of Stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. Generally, the number of ERUs were calculated for each parcel of property by dividing the estimated impervious surface area by 1,800 square feet. The annual Stormwater Service Assessment rate for the upcoming Fiscal Year and future fiscal years will be \$67.50 for each ERU on a Nonresidential/commercial Tax Parcel and \$54.00 for each ERU on a Residential Single Family, Multifamily, or Vacant Tax Parcel for Stormwater Management Services.

A more specific description of the Stormwater service assessment program is set forth in the Initial Assessment Resolution adopted by the City Council on July 16, 2013. Copies of the Master Service Assessment Ordinance, Initial Assessment Resolution and the initial assessment roll are available for inspection at the Office of the City Clerk, 17011 NE 19th Avenue, North Miami Beach, Florida.

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the City at (305) 948-2960, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY CLERK
CITY OF NORTH MIAMI BEACH, FLORIDA



APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Lori Helton and Michelle Pittman, who, after being duly sworn, depose and say:

1. Lori Helton as Assistant Director of Information Technologies of the City of North Miami Beach, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Master Service Assessment Ordinance adopted by the City Council on July 16, 2013 (the "Assessment Ordinance") and in conformance with the Initial Assessment Resolution for Stormwater Service Assessments adopted by the City Council on July 16, 2013 (the "Initial Assessment Resolution").

2. Ms. Helton has caused the notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Ms. Helton has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 31, 2013, Ms. Helton delivered and directed the mailing of the

RESOLUTION NO. R2013-_____

above-referenced notices by High Cotton USA, Inc., in accordance with Sections 3.05 of the Assessment Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Miami-Dade County Property Appraiser for the purpose of the collection of ad valorem taxes.

4. Michelle Pittman is Account Manager of High Cotton USA, Inc.

As directed above, High Cotton USA, Inc., mailed or caused to be mailed on or before July 31, 2013, the above-referenced notices delivered to High Cotton USA, Inc. by the City.

FURTHER AFFIANTS SAYETH NOT.

Lori Helton

Lori Helton, affiant

Michelle Pittman

Michelle Pittman, affiant

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

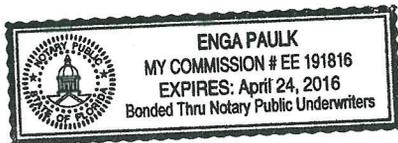
The foregoing Affidavit of Mailing was sworn to and subscribed before me this 14 day of August, 2013 by Lori Helton, Assistant Director of Information Technologies, City of North Miami Beach, Florida. She is personally known to me or has produced _____ as identification and did take an oath.

Enga Paulk

Printed Name: Enga Paulk
Notary Public, State of Florida

At Large

My Commission Expires: 4-24-16
Commission No.: EE 191816



RESOLUTION NO. R2013-____

STATE OF Alabama
COUNTY OF Jefferson

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 12th
day of Aug, 2013 by Michelle Pittman,
Account Manager, High Cotton USA, Inc. He / She is personally known
to me or has produced _____ as identification and did take an oath.


Printed Name: Jennifer L. Dutton
Notary Public, State of Alabama

At Large **MY COMMISSION EXPIRES OCTOBER 1, 2016**
My Commission Expires: _____
Commission No.: _____

**CITY OF NORTH MIAMI BEACH
SOLID WASTE AND STORMWATER ASSESSMENT PROGRAMS
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2013-14**

(Meeting Dates: 1st and 3rd Tuesdays @ 7:30 p.m.)

Event	Date
City advertises Resolution of Intent	10/23/12; 10/30/12; 11/06/12; 11/13/12
City adopts Resolution of Intent	November 20, 2012
Review and revise apportionment methodologies	Dec. 2012 – May 2013
City provides notice to Property Appraiser, Tax Collector and DOR	by January 10, 2013
City enters into Interlocal Agreements with Property Appraiser and Tax Collector	January – March, 2013
NG&N provides draft Master Service Assessment Ordinance to City for comments	April 10, 2013
City provides comments re: Master Service Assessment Ordinance	April 30, 2013
NG&N provides Master Service Assessment Ordinance to City for Agenda	May 15, 2013
City's consultant provides updated stormwater calculations and methodology to city and NGN	June 3, 2013
NG&N provides draft Initial Assessment Resolutions for Solid Waste and Stormwater assessment programs to City for review and comment	June 14 , 2013
First Reading of Master Service Assessment Ordinance	June 18, 2013
City provides comments on draft Initial Assessment Resolutions	June 25, 2013
City advertises Public Hearing to adopt Master Assessment Ordinance	July 5, 2013
NG&N provides Initial Assessment Resolutions to City for Agenda	July 3, 2013
Public Hearing to adopt Master Service Assessment Ordinance	July 16, 2013
City Council adopts Initial Assessment Resolutions	July 16, 2013
NG&N transmits published notice Reminder Letter to City	July 18, 2013
Publish Notice of Public Hearing to adopt Final Assessment Resolutions	July 31, 2013
City mails first class notices to affected Property Owners	July 31, 2013
NG&N provides Final Assessment Resolutions to City for comments	August 1, 2013
NG&N provides draft Ordinance Amending Chapters 18 and 20 of City Code to City	August 1, 2013
City provides comments re: Final Assessment Resolutions	August 8, 2013
City Provides Comments on Ordinance Amending Chapters 18 and 20 of City Code	August 8, 2013
NG&N provides Final Assessment Resolutions to City for Agenda	August 12, 2013
NG&N provides Final Ordinance Amending City Code to City for First Reading	August 12, 2013
Public Hearing to adopt Final Assessment Resolutions	August 20, 2013
First Reading of Ordinance Amending Chapters 18 and 20 of City Code	September 3, 2013
City Advertises Public Hearing to adopt Ordinance Amending Chapters 18 and 20 of City Code	September 17, 2013
Assessment Roll Certified	by September 15, 2013*

Public Hearing to Adopt Ordinance Amending Chapters 18 and 20 of City Code	September 17, 2013
Tax Bills Mailed	by November 1, 2013

Distribution list: Roslyn Weisblum (Roslyn.weisblum@citynmb.com)
Brian O'Connor (brian.oconnor@citynmb.com)
Mac Serda (mac.serda@nmbpd.org)
Janette Smith (janette.smith@citynmb.com)
Shari Kamali (shari.kamali@citynmb.com)
Lori Helton (lori.helton@citynmb.com)
Heather Encinosa (hencinosa@ngnlaw.com)

*September 15, 2013 is a Sunday. We recommend certifying the roll by September 13, 2013.



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Mac Serda, Interim City Manager
DATE: Tuesday, August 20, 2013

RE: Ordinance No. 2013-15 - First Reading by Title Only (Interim City Manager Mac Serda)

BACKGROUND: AFSCME Local 3293 ratified the Collective Bargaining Agreement with the City on July 29th. 133 AFSCME members voted with 103 voting yes and 30 voting no. Article 26 of the Agreement outlines the changes to the General Employees Pension Plan as shown in the attached Ordinance. Furthermore, AFSCME has agreed to the removal of the 66-2/3% vote of the active participants prior to the City Council amending the Plan. The term of the Agreement is from August 6, 2013 through September 30, 2015. The City Manager and Actuary recommend approving amendments to the Plan by the City Council.

RECOMMENDATION: The Interim City Manager recommends approval of amendments to the Plan.

FISCAL IMPACT:

CONTACT PERSON(S): Mac Serda, Interim City Manager

ATTACHMENTS:

- ❑ [Ordinance No. 2013-15](#)
- ❑ [Summary of Changes](#)

ORDINANCE NO. 2013-15

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH; AMENDING SECTION 1.05, AMENDMENT OF THE PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; DELETING SECTION 6.12, EARLY RETIREMENT INCENTIVE; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach has established and maintains a Retirement Plan and Trust for the General Employees of the City of North Miami Beach; and

WHEREAS, on July 29, 2013, the General Employees of AFSCME approved a collective bargaining agreement, by a vote of 103 to 30, which included amendments to the General Employees Pension Plan; and

WHEREAS, besides the amendments to the current General Employees Pension Plan, under Article 26 of the Collective Bargaining Agreement, the AFSCME union further agreed to remove that provision within the Plan which required that 66-2/3% of the active participants of the Plan approve any amendment of the Plan prior to the City Council making any amendments to the Plan; and

Miami Beach, specifying such amendment, subject only to the applicable requirements of federal and state law. ~~following limitations:~~

~~(1) Approval of Participants Approval of 66 2/3% of the active participants shall be required before the Plan may be amended by the City Council.~~

~~(A) Such consent shall not be required if such amendment pertains to the actuarial soundness of the Plan as determined by the actuary employed by the City Council in accordance with Section 5.06 or if such amendment shall be necessary to comply with any laws or regulations of the United States or of any State to qualify this as a tax exempt plan and trust.~~

(2) Report and Recommendation from City Manager and the actuary and/or any other pension board or consultant may be considered~~shall be required~~ before the Plan may be amended by the City Council.

(3) [No change]

(4) [No change]

(b) [No change]

Section 2. Article II of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Definitions”, is proposed to be amended as follows:

ARTICLE II DEFINITIONS

* * *

DROP Participant means a member of the Deferred Retirement Option Program. Upon the resignation of the Employee, after entering the DROP, or upon conclusion of the maximum DROP

participation period specified in Section 6.14~~five years in the DROP~~, a person is no longer a DROP participant.

* * *

Normal Retirement Date shall have the same meaning as set forth in Section 6.01(b)~~means the first day of the month coincident with or next following the date a member attains the age of 62, or, effective July 1, 1998, completes 20 years of service after having reached the age of 55.~~

* * *

Section 3. Article VI, Section 6.01 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Normal Retirement”, is proposed to be amended as follows:

Section 6.01 NORMAL RETIREMENT

- (a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.
- (b) Normal Retirement Date
 - (1) The normal retirement date of each participant will be the first day of the month coincident with or next following the date he attains age 62, or, effective July 1, 1998, completes 20 years of service after having reached the age of 55. Notwithstanding the preceding sentence, the normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed and not participating in the DROP on August 31, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, shall be age 62 with 10 or more

years of credited service, or age 60 with 25 or more years of credited service. Participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed and not participating in the DROP on August 31, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, may retire upon reaching age 62 or age 55 with 20 or more years of credited service and terminating City employment or entering the DROP, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to September 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and after September 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service, and terminating City employment or entering the DROP. The normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit hired on or after September 1, 2013 shall be age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

(c) Amount of Retirement Income.

The monthly amount of retirement income payable to a participant who retires on or after his normal retirement date shall be an amount as follows:

- (i) [No change]
- (ii) [No change]
- (iii) [No change]

(iv) For participants retiring after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(v) For participants retiring after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vi) For participants retiring after August 24, 2000: 3.00% (.0300) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after September 1, 2013: 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on August 31, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

(d) Payment of Retirement Income - The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the participant's normal retirement date (or on the first day of the month coincident with or next following his actual retirement, if later), except as otherwise provided in section 6.01(b)(1) . The last payment will be the payment due next preceding

the retired participant's death. In the event the participant dies after his retirement but before he has received retirement income payments for a period of ten (10) years, the same monthly benefit will be paid for the remainder of such 10-year period to the beneficiary (or beneficiaries) designated by the participant; or, if no designated beneficiary is surviving, the same monthly benefit shall be payable for the remainder of such 10-year period as provided in Sections 7.02 (Beneficiaries) and 7.03 (Contingent Beneficiaries) hereof.

* * *

Section 4. Article VI, Section 6.02 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 EARLY RETIREMENT AND RETIREMENT INCOME

- (a) [No change]
- (b) Payment Governed By - In the event of early retirement, payment of retirement income will be governed by the following provisions:
 - (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his normal retirement date.
 - (2) Amount of Retirement Income.
The monthly amount of retirement income payable to a participant who retires prior to his normal retirement date under the provisions of this section shall be an amount as follows:
 - (i) [No change]

- (ii) [No change]
- (iii) [No change]
- (iv) For participants retiring after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (v) For participants retiring after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (vi) For participants retiring after August 24, 2000: 3.00% (.0300) of final monthly compensation, multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after September 1, 2013: 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on August 31, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of

- final monthly compensation multiplied by years and completed calendar months of credited service. This amount is multiplied by the actuarial reduction factor to reflect the early retirement age.
- (3)

[No change]

Section 5. Article VI, Section 6.04 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Benefits Other Than on Retirement”, is proposed to be amended as follows:

Section 6.04 BENEFITS OTHER THAN ON RETIREMENT

(a) Benefit on Termination of Service.

- (1) Deferred Payment of Benefits - In the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed ten (10) years of credited service (hereafter referred to as a "terminated participant"), he will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

Effective October 1, 2002, in the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed six (6) years of credited

service (hereafter referred to as a "terminated participant"), he will be entitled to a monthly retirement income. Notwithstanding the preceding sentence, effective September 1, 2013 for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit, in the event of the termination of such participant's service prior to the normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after completion of ten (10) years of credited service (hereafter referred to as a "terminated participant"), the participant will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

- (i) [No change]
- (ii) [No change]
- (iii) [No change]
- (iv) For participants terminating after September 30, 1996 but before July 1, 1998: 2.50% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service.
- (v) For participants terminating after July 1, 1998 but before August 24, 2000: 2.60% (.0260) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vi) For participants terminating after August 24, 2000: 3.00% (.0300) of final monthly compensation, multiplied by years and completed calendar months of credited service.

(vii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit on and after September 1, 2013: 2.50% (.0250) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on August 31, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

(2)

Vesting.

(i) [No change]

(ii) [No change]

(iii) The vested percentage for participants who terminate on or after October 1, 2002 will be 0% for those with less than 6 years of credited service, and 100% for those with credited service of 6 years or more.

(iv) Notwithstanding paragraph (iii) above, the vested percentage for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed on August 31, 2013, have

not attained 6 years of credited service on that date and terminate after that date will be 0% for those who terminate with less than 10 years of credited service, and 100% for those who terminate with credited service of 10 years or more. The vested percentage for such participants who are employed on August 31, 2013 and have attained 6 years of credited service on that date will be 100%. The vested percentage for participants hired on or after September 1, 2013 will be 0% for those who terminate with less than 10 years of credited service, and 100% for those who terminate with credited service of 10 years or more.

(3) [No change]

(4) [No change]

(5) [No change]

(6) [No change]

(7) [No change]

(8) [No change]

(9) [No change]

(10) Termination Prior to Completion of 10 Years Credited Service for Certain Participants – Notwithstanding subsection (9) above and except as provided in Section 6.01 with respect to normal retirement, Section 6.03 with respect to disability retirement and Section 6.04 with respect to death, participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed on August 31, 2013 and have less than six (6) years of credited service on that date, whose service is terminated on or after

September 1, 2013 but prior to the date on which such participant has completed ten (10) years of credited service, shall be entitled only to the return of the participant's contributions, plus interest at the rate of 3% compounded annually. Notwithstanding subsection (9) above and except as provided in Section 6.01 with respect to normal retirement, Section 6.03 with respect to disability retirement and Section 6.04 with respect to death, participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are hired on or after September 1, 2013 and whose service is terminated prior to the date on which such participant has completed ten (10) years of credited service, shall be entitled only to the return of the participant's contributions, plus interest at the rate of 3% compounded annually.

(b) [No change]

(c) [No change]

Section 6. Article VI, Section 6.12 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Early retirement Incentive", is proposed to be deleted in its entirety as follows:

~~Section 6.12 EARLY RETIREMENT INCENTIVE~~

~~Notwithstanding the provisions of subsections 6.01 and 6.02 above, those participants who, as of May 31, 1996, have attained the age of 55 and have completed at least twelve (12) years of credited service or who have attained the age of 59, regardless of years of service, shall be permitted to retire on or before June 1, 1996 on a date approved by the City Manager, and upon retirement, shall~~

~~receive a service pension of 2.5% (.0250) of final monthly compensation, multiplied by years and completed calendar months of credited service, augmented by three additional years of service credit, and, where appropriate, multiplied by the actuarial reduction factor to reflect retirement prior to age 62, with the participant's actual age at retirement augmented by three years of age.~~

~~Terms and conditions for early retirement incentive:~~

- ~~(1) The application for retirement must be received by the Retirement Plan no later than 5:00 p.m. on May 1, 1996, unless extended by the City Manager. All applications for retirement submitted after February 1, 1996 shall be considered as an application under this early retirement incentive section;~~
- ~~(2) As a condition of receiving a pension at the rates set forth above, the participant shall make an irrevocable application to the Retirement Plan for normal retirement on a date approved by the City Manager which must be before June 1, 1996 and shall retire on the date so approved unless the retirement date is extended by the mutual agreement of the participant, the Retirement Committee and the City Manager;~~
- ~~(3) Any accrued annual and sick leave payouts remaining as per contractually established caps and due to a participant as of his or her designated retirement date, shall be paid by the City to the participant in three (3) equal installment payments, without interest, commencing after the participant's designated retirement date, with the remaining two (2) installment payments to be made on January 14, 1997 and January 13, 1998, except that:~~

~~Employees whose total accruals are less than \$9,000 will be paid up to \$3,000 at retirement. Remaining unpaid accruals above \$3,000 but less than \$6,000 will be paid on January 14, 1997. Remaining unpaid accruals \$6,000 or above will be paid on~~

January 13, 1998.

- (4) ~~The City shall pay prorated longevity accrual upon retirement.~~
- (5) ~~Upon retirement, the City shall pay the participant a cash bonus equivalent to five percent (5%) of current annual salary.~~
- (6) ~~The City shall provide the participant with single coverage HMO equivalent for 60 months (5 years) or until participant becomes eligible for medicare, whichever comes first. Retiree may upgrade his/her coverage by paying the difference in monthly premiums. At the end of this period retirees who selected this retirement window may participate in the City's health insurance plan in a manner similar to that available to other retirees at that time.~~

Section 7. Article VI, Section 6.13 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Cost of Living Adjustments", is proposed to be amended as follows:

Section 6.13 COST OF LIVING ADJUSTMENTS

Commencing October 1, 1999, and on the first day of each October thereafter, the monthly income payable hereunder to each participant or beneficiary who has been receiving benefits under any provision of this plan for one or more years, or to any such participant's or beneficiary's surviving beneficiary, shall be increased by two and one-quarter percent (2.25%). Notwithstanding the preceding sentence, the cost of living adjustment applied to the benefits earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit for credited service on and after September 1, 2013 shall be three-quarters percent (0.75%) annually with the first adjustment applied on October 1 after three years following termination of

employment; provided, any participant who is employed and not participating in the DROP on August 31, 2013 and who on that date has attained age 62 or age 55 with 25 or more years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.25% commencing on October 1 after one year following retirement.

Section 8. Article I, Section 6.14 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Cost of Living Adjustments”, is proposed to be amended as follows:

Section 6.14 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

(1) [No change]

(2) [No change]

(3) [No change]

(4) [No change]

(5) An employee is eligible to enter the DROP upon attaining twenty (20) years of service and reaching age fifty-five (55), or attaining age 62 regardless of the number of years of service. Notwithstanding the preceding sentence, employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are employed on August 31, 2013 and have not attained age 62 or age 55 with 20 or more years of credited service on that date, shall be eligible to enter the DROP upon attaining age 62 or age 55 with 20 or more years of credited service, and upon DROP entry shall be eligible to receive the benefit based on their credited service prior to September 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and

after September 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service. Employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are hired on or after September 1, 2013 shall be eligible to enter the DROP upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

(6) The total years of participation in the DROP may not exceed five (5) years. Notwithstanding the preceding sentence, for employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are employed on August 31, 2013 and have not attained age 62 or age 55 with 20 or more years of credited service on that date, and employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are hired on or after September 1, 2013, the total years of participation in the DROP may not exceed three (3) years.

(7) [No change]

(8) [No change]

(9) [No change]

(10) [No change]

(11) [No change]

(12) [No change]

(13) [No change]

(14) The decision to enter the DROP is irrevocable. Each Employee who enters the DROP is required to execute whatever documents the Retirement Committee promulgates, which shall include, at a minimum, an agreement that he or she will resign from the City no

later than the end of the maximum DROP participation period~~five (5) years from actual date of entering the DROP.~~

(15) If for any reason, a court of competent jurisdiction determines that the irrevocable election is not enforceable, and an Employee chooses to remain in the employment of the City beyond the end of the maximum DROP participation period~~five (5) years~~, the Employee's retirement benefit will be calculated as if the Employee had never entered the DROP , and the Employee will be required to make contributions to the Pension Fund in an amount sufficient to cover the Employee and City contributions that would have been made had the Employee not elected to participate in the DROP, along with interest, as determined by the Retirement Committee upon the advice of the actuary.

(16) [No change]

(17) [No change]

(18) [No change]

Section 9. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 10. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 11. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance

may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

Section 12. This ordinance shall take effect immediately upon adoption.

APPROVED BY TITLE ONLY on first reading this ___ day of _____, 2013.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor & Council

SUMMARY OF CHANGES TO GENERAL EMPLOYEE PENSION PLAN

The following is a summary of the changes to the City of North Miami Beach General Employees Retirement Plan (the "Plan"),

1. The benefit multiplier shall be 2.5% for benefits based on credited service after the effective date. Members who are employed on the effective date shall retain their accrued benefits based on credited service prior to the effective date.
2. There shall be a cost of living adjustment of three-quarters percent (0.75%) annually applied to benefits based on credited service after the effective date, with the first adjustment applied on October 1 after three years following retirement and termination of city employment.
3. The normal retirement date for benefits based on credited service after the effective date shall be the earlier of age 62 with 10 or more years of credited service, or age 60 with 25 years of credited service. Current employees may retire at the current normal retirement date of age 55 with 20 or more years of credited service or age 62, and receive a benefit based on credited service prior to the effective date.
4. Employees with less than 6 years of credited service on the effective date, and employees hired on or after the effective date, shall be 100% vested after completing 10 years of credited service (including service prior to the effective date).
5. The maximum DROP participation period for employees who are not participating in the DROP on the effective date shall be 36 months.
6. The foregoing provisions shall not apply to any member who is employed on the effective date and has attained age 55 with 20 or more years of credited service or age 62 on that date.
7. Removal of the 66-2/3% active Plan participant approval prior to any amendment to the Plan.