



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Wednesday, September 11, 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

City Manager Ana M. Garcia
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** - (Moment of Reflection In Memory of the Victims of 9/11) -- Reverend Dr. Marta Burke, Fulford United Methodist Church
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
- 5. PRESENTATIONS /DISCUSSIONS** - *None*
- 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 - *None*

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of August 6, 2013 (City Clerk Pamela L. Latimore)

8.2 Resolution No. R2013-52 (City Forester Carlos Rivero)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT.

8.3 Resolution No. R2013-53 (Police Services Director Tom Carney)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT \$24,102.00 FROM A FY2013 DEPARTMENT OF JUSTICE/JUSTICE ASSISTANCE GRANT IN ORDER TO PURCHASE SPEED MEASUREMENT DEVICES FOR USE THROUGHOUT THE CITY.

8.4 Resolution No. R2013-54 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COMTECH ENGINEERING, INC. IN THE AMOUNT OF \$3,167,163.00, FOR THE "PUMP STATION IMPROVEMENT PROGRAM", WHICH WILL REHABILITATE TEN (10) NORTH MIAMI BEACH WASTEWATER PUMP STATIONS.

8.5 Resolution No. R2013-55 (Director of Leisure Services Paulette Murphy)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2013/2014 STATE AID APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES.

8.6 Resolution No. R2013-56 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AWARDING AN AGREEMENT TO BRANCH BANKING & TRUST COMPANY (BB&T) IN AN AMOUNT NOT-TO-EXCEED \$3,950,000.00, FOR THE ADVANCED REFUNDING OF FLORIDA MUNICIPAL LOAN COUNCIL SERIES 2003B LOAN.

9. CITY MANAGER'S REPORT

9.1 Forfeiture (LETF) Appropriation Request (Chief of Police Larry Gomer)

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

As of September 11, 2013

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. WAIVER OF FEE - *None*

14. BUSINESS TAX RECEIPTS

14.1 Douglas Gardens CMHC of Miami Beach, Inc. DBA Douglas Gardens A.C.L.F.

17000-17030 N.E. 21 Avenue, North Miami Beach, FL

15. DISCUSSION ITEMS - *None*

16. LEGISLATION

16.1 Resolution No. R2013-57 (Finance Director Janette Smith)

A RESOLUTION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF A TRANSIT SYSTEM SURTAX REFUNDING REVENUE NOTE, SERIES 2013 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,950,000, TO REFUND A PORTION OF AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; PROVIDING THAT THE SERIES 2013 NOTE SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM THE PLEDGED REVENUES, AS DEFINED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2013 NOTE; FINDING THE NECESSITY OF A PRIVATE NEGOTIATED SALE; PROVIDING FOR THE PRIVATE NEGOTIATED SALE OF THE SERIES 2013 NOTE TO BRANCH BANKING AND TRUST COMPANY PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE NOTE "BANK QUALIFIED" STATUS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

16.2 Resolution No. R2013-59 (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 6,616 SQUARE FOOT TWO-STORY SINGLE-FAMILY HOUSE ON A 14,900 SQUARE FOOT (0.34 ACRE) VACANT LOT, AS PROPOSED; AND A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-41(D)(9)(a) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, IN ORDER TO WAIVE THE MINIMUM ROOF PITCH REQUIREMENT OF THREE AND ONE-HALF (3.5) FEET IN TWELVE (12) FEET, WHERE ROOF PITCH OF A QUARTER (.25) INCH IN ONE (1) FOOT IS PROPOSED FOR PORTIONS OF THE ROOF, ON PROPERTY LEGALLY DESCRIBED AS: Lot 51, Block 5 of Eastern Shores, according to the Plat thereof, as recorded in Plat Book 65, Page 28, of the Public Records of Miami-Dade County, Florida A/K/A 16496 NE 32nd Avenue, North Miami Beach, Florida (P&Z Item No. 13-552 of August 12, 2013)

16.3 Ordinance No. 2013-15 - Second and Final Reading (Assistant 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 24, 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: Wednesday, September 11, 2013

RE: Regular Meeting Minutes of August 6, 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 August 6, 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, August 6, 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 8:00 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Anthony F. DeFillipo, and Council Members Barbara Kramer, Marlen Martell, Frantz Pierre, and Phyllis S. Smith, Beth E. Spiegel. Also, present were City Manager Roslyn B. Weisblum, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore.

2. INVOCATION – Pastor Chris Ogali, The Redeemed Christian Church of God

3. PLEDGE OF ALLEGIANCE

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

4.1 Item 16.2 – Ordinance No. 2013-12 was tabled at the applicant's request.

4.2 Withdrawal of **Item 8.2 – Resolution No. R2013-49** from the Consent Agenda.

4.3 Withdrawal of **Item 16.5** from Legislation

4.4 Discussion Items 15.1 and 15.2 have been moved after Legislation items by Mayor Vallejo on the dais.

5. PRESENTATIONS/DISCUSSIONS

5.1 Presentation to the American Red Cross

5.2 Presentation to Home Depot

5.3 Presentation to Outgoing City Manager Roslyn Weisblum

6. PUBLIC COMMENT

City Clerk Latimore read the rules of Public Comment into record.

City Attorney Darcee Siegel read the excerpts from Florida's Government in the Sunshine Law, §286.011, Florida Statute – Permissible Restrictions on Public Comments as requested by Mayor Vallejo.

The following person(s) spoke on the record:

1. Leslie Kaplan – 1331 NE 173 Street, North Miami Beach, FL
2. Lana Harris – 1371 NE 173 Street, North Miami Beach, FL
3. Terrence Camazuli – 17151 NE 17 Avenue, North Miami Beach, FL
4. Janice Coakley – PO Box 600951, North Miami Beach, FL

Public comment closed.

7. APPOINTMENTS – *None*

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of July 2, 2013

8.2 Resolution No. R2013-48 **WITHDRAWN (see Item 4.2)**

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.

8.3 Resolution No. R2013-49

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$200,000.00 FROM THE LEGISLATIVE CONTINGENCY ACCOUNT INTO THE EXECUTIVE CONTINGENCY ACCOUNT FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2012.

MOTION by Councilman Pierre, seconded by Councilwoman Martell, to approve the **Consent Agenda Items 8.1 and 8.3 only.** (Approved 7-0)

9. CITY MANAGER'S REPORT

City Manager Weisblum announced that the summer camp has been extended an extra two weeks. The summer camp will be open from August 5, 2013 through August 16, 2013. All the camps were consolidated at the Y.E.S. Center. There are 115 children registered for the summer camp.

9.1 Forfeiture (LETF) Appropriation Request

MOTION by Councilwoman Kramer, seconded by Councilman Pierre to approve the **LETF Appropriation Request. (Approved 7-0)**

MOTION by Vice Mayor DeFillipo, seconded by Councilman Pierre, to appoint Mac Serda as Acting City Manager from August 7, 2013 at 12:01 pm until the new City Manager is sworn in.

10. CITY ATTORNEY'S REPORT

City Attorney Darcee Siegel reported that she received a copy of a letter and resolution from the City of Sunny Isles Beach. It is a resolution to the county opposing the closing of the Eastern Shores Rescue Station. They too oppose the closing of the fire station and feel that it's important to keep it open. City Attorney Siegel attended an auction at the bankruptcy court for the sale of South Pointe property, a multi-unit apartment building at 1780 S. Glades Drive. The location has been vacant for many years and it has now been purchased today for \$850,000. There are outstanding liens on the property which the City hopes to recoup. At the Public Utilities Commission meeting on August 14, 2013 she has prepared a resolution for their consideration and also to be brought before Council for consideration for the removal of the 10% rate increase.

10.1 Litigation List

As of August 6, 2013

- 11. MAYOR'S DISCUSSION – None**
- 12. MISCELLANEOUS ITEMS – None**
- 13. WAIVER OF FEE – None**
- 14. BUSINESS TAX RECEIPTS – None**
- 15. DISCUSSION ITEMS **MOVED** (Taken out of the regular order of business, see Item 4.4)**
- 16. LEGISLATION**

16.1 Resolution No. R2013-46

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 PACKAGE LIQUOR STORE IN AN EXISTING

SHOPPING CENTER, AS PROPOSED, ON PROPERTY LEGALLY DESCRIBED AS: LENGTHY LEGAL - SEE ATTACHED EXHIBIT "A") A/K/A 13555 Biscayne Boulevard, North Miami Beach, Florida (P&Z Item No. 13-548 of July 8, 2013)

JENNINGS DISCLOSURE: Councilwoman Kramer – No, Councilwoman Martell – No, Councilman Pierre – No, Councilwoman Smith – No, Councilwoman Spiegel – No, Vice Mayor DeFillipo – No, Mayor Vallejo – Yes

Public Service Director Shari Kamali gave a brief explanation of the item.

Applicant: Frederick Hector – 13555 Biscayne Blvd, North Miami Beach, FL

Mayor Vallejo opened the item for public comment.

1. Terrence Camazuli – 17151 NE 17 Avenue, North Miami Beach, FL - **Against**
2. Bruce Lamberto – 3425 NE 165 Street, North Miami Beach, FL - **For**

Public comment closed.

Mayor and Council discussed the item.

ROLL CALL VOTE: Councilwoman Kramer – Yes, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Approved 7-0**)

16.2 Ordinance No. 2013-12 First Reading by Title Only **WITHDRAWN** (see Item 4.2)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA REZONING PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH LOCATED AT 17071 WEST DIXIE HIGHWAY FROM A CLASSIFICATION OF B-1, LIMITED BUSINESS DISTRICT, TO A CLASSIFICATION OF B-2, GENERAL BUSINESS DISTRICT; DIRECTING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO MAKE ALL NECESSARY CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF NORTH MIAMI BEACH TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.3 Ordinance No. R2013-13 First Reading by Title Only

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 1 OF THE COMPREHENSIVE PLAN, ENTITLED "FUTURE LAND USE ELEMENT" TO CHANGE THE CURRENT NOTICE REQUIREMENTS FOR COMPREHENSIVE PLAN AMENDMENTS TO CONFORM WITH FLORIDA STATUTES; AUTHORIZING THE TRANSMITTAL OF THIS AMENDMENT FOR REVIEW TO THE APPROPRIATE AGENCIES; 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.

JENNINGS DISCLOSURE: Councilwoman Kramer – No, Councilwoman Martell – No, Councilman Pierre – No, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes

MOTION by Councilwoman Smith, seconded by Councilwoman Martell, to approve **Ordinance No. R2013-13 on First Reading by Title Only.**

Public Service Director Shari Kamali gave a brief explanation of the item.

Mayor Vallejo opened the item for public comment. *None*
Public comment closed.

Mayor and Council discussed the item.

ROLL CALL VOTE: Councilwoman Kramer – Yes, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Approved 7-0**)

16.4 Ordinance No. R2013-14 First Reading by Title Only

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 24-180(B)(5)(a)(b) and (c) OF THE CODE OF ORDINANCE, ENTITLED "DENIALS, NOTICES AND FEES", BY DELETING SPECIAL NOTICE REQUIREMENTS FOR COMPREHENSIVE PLAN AMENDMENTS; 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.

JENNINGS DISCLOSURE: Councilwoman Kramer – No, Councilwoman Martell – No, Councilman Pierre – No, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes

MOTION by Councilman Pierre, seconded by Vice Mayor DeFillipo, to approve **Ordinance No. R2013-14 on First Reading by Title Only.**

Public Service Director Shari Kamali gave a brief explanation of the item.

Mayor Vallejo opened the item for public comment. *None*
Public comment closed.

ROLL CALL VOTE: Councilwoman Kramer – Yes, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Approved 7-0**)

16.5 Ordinance No. 2013-15 First Reading by Title Only **WITHDRAWN (see Item 4.2)**

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.

16.6 Ordinance No. 2013-8 Second and Final Reading

AN ORDINANCE AMENDING CHAPTER 24, ARTICLE XV, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY CREATING SECTION 24-176.1 ENTITLED "ADMINISTRATIVE CODE WAIVER PROCESS"; 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.

MOTION by Councilman Pierre, seconded by Councilwoman Smith, to approve **Ordinance No. 2013-8 on Second and Final Reading.**

Code Compliance Manager Eric Wardle gave a brief explanation of the item.

Mayor Vallejo opened the item for public comment. *None*
Public comment closed.

Mayor and Council discussed the item.

MOTION by Councilman Pierre to extend the effective date back to the date of the first reading of the ordinance. MOTION died for lack of a second.

ROLL CALL VOTE: Councilwoman Kramer – Yes, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – Yes, Councilwoman Spiegel – Yes, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Approved 7-0**)

15. DISCUSSION ITEMS (Taken out of the regular order of business, see Item 4.4)

15.1 Review of City Attorney's Contract

City Attorney Siegel stated that she proposed the same contract that was in existence as last year. There would be no increase in salary, no increase in annual and sick leave, no floating holidays or birthday floater. Everything will remain the same she will get twelve (12) weeks of severance if she

is terminated from employment. She would ask the Council to consider that in the contract it calls for two items. It basically says that she may be entitled to receive cost of living increase annually. Even though that has always been in the contract, and she has never received it, she isn't asking for it now. There is also a provision in the contract that talks about the employee may receive an annual discretionary performance bonus in the maximum of 10%. She has never received that performance bonus in the past. However, she is asking that Council at this time consider giving her the performance bonus based on her last year's performance.

Mayor and Council discussed the City Attorney's Contract.

MOTION by Councilman Pierre, seconded by Councilwoman Smith, to extend the City Attorney's Contract at status quo. (**Failed** 3-4 Vice mayor DeFillipo – No, Councilwoman Martell – No, Councilwoman Spiegel - No, Mayor Vallejo – No)

MOTION by Mayor Vallejo to extend the City Attorney's Contract at status quo with the removal of the dental insurance and a one-time 5% discretionary bonus. **MOTION** died for lack of a second.

MOTION by Councilwoman Martell, seconded by Vice Mayor DeFillipo, to extend the City Attorney's Contract, with the removal of the dental insurance, and a one-time 3% discretionary bonus at \$5640.00.

ROLL CALL VOTE: Councilwoman Kramer – Yes, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – Yes, Councilwoman Spiegel – No, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Passed** 6-1)

15.2 Review of City Clerk's Contract

MOTION by Councilman Pierre to extend the City Clerks's Contract with a one-time 3% discretionary bonus. **MOTION** died for lack of a second.

Mayor and Council discussed the City Clerk's Contract.

MOTION by Councilwoman Martell, seconded by Councilwoman Kramer, to extend the City Clerk's Contract, remove the dental insurance and increase the salary to \$85,000. (**Failed** 3-4, Councilwoman Kramer – No, Councilman Pierre – No, Councilwoman Smith – No, Mayor Vallejo – No)

MOTION by Councilman Pierre, seconded by Mayor Vallejo, to extend the City Clerk's Contract, remove the dental insurance and increase the salary to \$89,999.

ROLL CALL VOTE: Councilwoman Kramer – No, Councilwoman Martell – Yes, Councilman Pierre – Yes, Councilwoman Smith – No, Councilwoman Spiegel – No, Vice Mayor DeFillipo – Yes, Mayor Vallejo – Yes (**Passed** 4-3)

17. CITY COUNCIL REPORTS

Vice Mayor DeFillipo thanked everyone that attended the Gun Buy Back program at Biscayne Landing on Saturday, July 27, 2013. Along with our neighboring Cities fifty (50) guns were collected. He also

thanked everyone for attending the Hurricane Preparation Day event at the North Miami Beach Home Depot even with the rain.

Councilwoman Kramer commended the Leisure Services Department for the work they did with the End of Summer Camp Show. This is fourth year she has attended and it was just as amazing as the first time she attended. The Multi-Cultural Committee is looking for members. It is an opportunity for the community to get involved with wonderful things we have planned for fall.

Councilwoman Martell wished Roslyn Weisblum the very best.

Councilman Pierre stated that summer vacation is winding down and it's time to reprogram our student to help get them back on schedule for the start of the school year. He reminded everyone that the library is open with regular hours even for the summer. He wishes a happy and prosperous academic year to parents and students.

Councilwoman Smith wished Roslyn Weisblum the best on her future endeavors. Public Utilities Commission's board memberships have expired she asked her colleagues not to bring back the same people but look for qualified people that can help move the city forward. She referred to the non-ad valorem tax letter that the residents received and advised them to contact the City Manager's Office or the City Attorney's office if they have any questions.

Councilwoman Spiegel thanked Roslyn Weisblum for her years of service to the City. Planning and Zoning Board meeting on Monday, August the 12, 2013 at 6p.m. On Thursday, August 16, 2013 Miami-Dade County, Mayor Gimenez, is having a Budget Town Hall meeting at Aventura City Hall, she encourages the residents to come out and speak on their opposition to the closing of the Eastern Shores Rescue Station.

Major Vallejo announced that on Saturday, August 10, 2013 there is a Backpack & School Supply Giveaway from 12p.m. – 2p.m. at the McDonald Center. He wished Roslyn Weisblum success in her future endeavors and thanked her for her service to the City.

18. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, August 20, 2013

19. ADJOURNMENT.

There being no further business to come before the City Council, the meeting was adjourned at 10:32 p.m.

ATTEST:

(S E A L)

Pamela L. Latimore
City Clerk



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-52 (City Forester Carlos Rivero)

BACKGROUND: As the current landscaping throughout most of the medians of SR826 is more than 20-years-old, the City Council has expressed a need for updating and improving this landscape in order to bring up the image of our City. When DOT's District 6 Landscape Architect approached the City with the re-established highway beautification grant program, Council felt this was the perfect opportunity to obtain funding assistance for this project. The westernmost section of SR826 was selected due to the fact that it is the main entrance to our City and where the earliest landscape installation exists. The grant application is due on October 1, 2013, and a resolution stating the City's willingness to cover 50% of the total project cost is a requirement for such application.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Carlos Rivero, City Forester
Shari Kamali, Director of Public Services

ATTACHMENTS:

[Resolution No. R2013-52](#)

RESOLUTION NO. R2013-52

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT.

WHEREAS, in 1987, in furtherance of preventing litter along our roadways, the Florida Legislature created the Florida Highway Beautification Council, requiring a statewide beautification program under Sections 339.24 and 339.2405 of the Florida Statutes for State transportation facilities, as appropriated by the State Legislature; and

WHEREAS, this fiscal year, with assistance from the Florida Highway Beautification Council, the Florida Department of Transportation will award Highway Beautification Grants totaling \$1 Million to many municipalities, with individual grants not to exceed \$100,000.00; and

WHEREAS, based on the grant application requirements, the City has complied with the requirement that the proposed project will be supported with equal (50 percent) matching funds or with in kind contributions from other sources; and

WHEREAS, many roadside areas and median strips abutting Department of Transportation rights-of-way areas must be maintained and attractively landscaped by municipalities, and thus these grants would be used to accomplish that requirement; and

WHEREAS, the proposed project will include the removal of all existing vegetation, replenishing of planting soil, restoration of irrigation systems, planting of large Date Palms, low

groundcovers, flowers and sod, installation of landscape up-lights at the base of the palms, and installation of a "Welcome to North Miami Beach" sign; and

WHEREAS, since State Road 826 is the gateway to our great City, the Mayor and City Council of the City of North Miami Beach desire to beautify and improve that Road by planting lush landscaping and having the financial ability to maintain it; and

WHEREAS, the proposed project will include the creation of a City landscape entry feature within the westernmost State Road 826 medians beginning at N.W. 2nd Avenue and continuing eastward; and

WHEREAS, the Mayor and City Council acknowledge that beautifying the City with beautiful landscape will create a much improved and aesthetically pleasing State Road 826 for all travelers and residents of North Miami Beach.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize the City Manager to apply for a Highway Beautification Grant from the Department of Transportation and accept an amount not to exceed \$100,000.00, in order to beautify and improve that portion of State Road 826 within the City of North Miami Beach, by planting new lush vegetation and beautified landscaping.

Section 3. Subject to the award of the grant, the City agrees to a maximum 50% match in dollars or in-kind services of the grant amount not to exceed \$100,000.00.

Section 4. The City Clerk is hereby directed to forward ten (10) certified copies of this Resolution to the Florida Department of Transportation as part of the Highway Beautification Grant application package.

Section 5. The City Manager and her staff have established the "project" criteria which meet all Federal and State regulations and all Department of Transportation requirements for safety as related to the placement of plant materials within the right-of-way, line of sight obstructions, and sight distance.

Section 6. Subject to the award of the grant, the City Manager and her staff agree to execute a Maintenance and Grant Agreement with the Department of Transportation, in a form acceptable to the City Attorney, and modified only to include the details of the responsibilities of both the Department of Transportation and the City.

Section 7. The City of North Miami Beach understands and accepts the criteria which will be used by the Highway Beautification Council to prioritize all projects.

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

RESOLUTION NO. R2013-52



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-53 (Police Services Director Tom Carney)

BACKGROUND: The North Miami Beach Police Department applied for and was recently awarded US D.O.J. JAG funds for the purchase of laser radar devices. These devices will allow police officers to effectively determine the speed of vehicles in high-traffic areas and areas of the community where complaints of speeding were received by the Department, and will assist in reducing traffic related injuries and/or deaths within the City of North Miami Beach.

RECOMMENDATION: Formally accept the awarded funds.

FISCAL IMPACT: None. Grant funds pay for 100% of the costs involved with no matching funds required.

CONTACT PERSON(S): Tom Carney, Director of Police Services

ATTACHMENTS:

- ▣ [Resolution No. R2013-53](#)

RESOLUTION NO. R2013-53

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT \$24,102.00 FROM A FY2013 DEPARTMENT OF JUSTICE/JUSTICE ASSISTANCE GRANT IN ORDER TO PURCHASE SPEED MEASUREMENT DEVICES FOR USE THROUGHOUT THE CITY.

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation); and

RESOLUTION R2013-53

WHEREAS, in accordance with the purpose areas of the grant, the City of North Miami Beach has been awarded the FY2013 Department of Justice/Justice Assistance Grant in the amount of \$24,102.00 to purchase speed measurement devices; and

WHEREAS, the police department will utilize the speed measurement devices to educate the public on the importance of driving at safe speeds, the consequences of driving over the speed limit and the importance of reducing speeding violations; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach believe that the receipt of the FY2013 Department of Justice/Justice Assistance Grant will allow police officers to utilize the handheld speed measurement devices (laser radar) in determining the speed of vehicles in high traffic areas and areas of the community where complaints of speeding are received by the department to assist in reducing traffic related injuries and/or deaths within the City of North Miami Beach.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The acceptance of the awarded FY2013 Department of Justice/Justice Assistance Grant funds is hereby supported.

Section 3. The City Manager is authorized to accept the awarded FY2013 Department of Justice/Justice Assistance Grant funds in the amount of \$24,102.00 in order to purchase speed measurement devices.

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



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-54 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: The City of North Miami Beach issued Invitation to Bid (ITB) No. 2013-05 to contract with a contractor for the furnishing of all labor, tools, materials and equipment as specified herein for the rehabilitation of ten (10) North Miami Beach wastewater pump stations.

Notices were electronically sent to 1883 potential, local and national vendors via DemandStar. Additionally, registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email or phone.

Advertisements were placed in the Miami Herald on May, 17 2013. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

The City took receipt of six responses on July 16, 2013.

The Public Utilities Commission approved Bid No. 2013-05 on August 14, 2013 in the amount of \$3,167,163.00 and recommended that Comtech Engineering Inc. be awarded Bid No. 2013-05.

RECOMMENDATION: It is the evaluation committee's recommendation that the bid be awarded to the lowest most responsive responsible bidder, Comtech Engineering, Inc.

PROPOSED VENDOR:
Comtech Engineering Inc
12491 S.W. 134 Court, #17

Miami, FL 33186

FISCAL IMPACT:

FY '13 Account Number: 453910-535830

Project Number: 821201-633463

Expenditure: \$3,167,163.00

CONTACT PERSON(S):

Shari Kamali, Director of Public Services

Brian K. O'Connor, Chief Procurement Officer

ATTACHMENTS:

▣ [Resolution No. R2013-54](#)

▣ [Agreement](#)

RESOLUTION NO. R2013-54

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COMTECH ENGINEERING, INC. IN THE AMOUNT OF \$3,167,163.00, FOR THE "PUMP STATION IMPROVEMENT PROGRAM", WHICH WILL REHABILITATE TEN (10) NORTH MIAMI BEACH WASTEWATER PUMP STATIONS.

WHEREAS, the City of North Miami Beach ("City") issued Invitation to Bid No. 2013-05 to contract with qualified contractors for the furnishing of all labor, equipment and materials to make pump station improvements and rehabilitation at 10 pump stations, namely, Miami Gardens Villas, Norwood, Scott Lake 4, Stony Brook, Cravero, Miami Lanes, Scott Lake 8, MID II, Winwood and Hawco; and

WHEREAS, the City's Public Services Department continues to provide improvements to its wastewater system, including the 10 listed pump stations, most of which were constructed between 1966 and 1968 and are nearing the end of their useful lives; and

WHEREAS, the City Council approved the State Revolving Fund (SRF) loan for this project on May 18, 2010 by Resolution R2010-36; and

WHEREAS, bid notices were electronically mailed to 1883 potential local and national vendors, as well as advertised in the Miami Herald, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email; and

WHEREAS, a total of six companies responded to the City's Invitation to Bid by the published deadline; and

RESOLUTION R2013-54

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2013-05; and

WHEREAS, the Evaluation Committee recommended that Bid No. 2013-05 be awarded to the lowest, most responsive, responsible bidder, Comtech Engineering, Inc.; and

WHEREAS, on August 14, 2013, at a properly advertised public meeting, the Public Utilities Commission voted 3 to 1 to approve Bid No. 2013-05 in the amount of \$3,167,163.00 and recommended that Comtech Engineering, Inc. be awarded Bid No. 2013-05 ; and

WHEREAS, the City Council of North Miami Beach desires to award Bid No. 2013-05 and authorizes the City Manager to execute an Agreement between the City of North Miami Beach and Comtech Engineering, Inc., for the furnishing of all labor, equipment and materials to make pump station improvements at 10 pump stations, namely, Miami Gardens Villas, Norwood, Scott Lake 4, Stony Brook, Cravero, Miami Lanes, Scott Lake 8, MID II, Winwood and Hawco.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2013-05 to Comtech Engineering, Inc. in an amount totaling \$3,167,163.00.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute an Agreement, in a form acceptable to the City Attorney, between the City and Comtech Engineering, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of **September, 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

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____ by and between the City of North Miami Beach, a Florida Municipal Corporation (hereinafter called OWNER) and Comtech Engineering, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PUMP STATION IMPROVEMENT PROGRAM in Miami-Dade County, Florida, pursuant to the Project Manual and Specifications for Bid No. ITB 2013-05, opened July 16, 2013 attached hereto and incorporated herein.

Article 2. PROJECT MANAGER

The Project has been designed by Hazen and Sawyer, P.C., EAC Consulting, Inc. and AECOM Technical Services, on behalf of the Public Services Department of the City of North Miami Beach, Florida. Shari Kamali, Director of Public Services shall act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work will be substantially complete as follows:

Substantial Completion shall be within five hundred forty (540) calendar days from date of Notice to Proceed.

3.2 The work will be complete as follows:

The project shall be complete and ready for Final Payment in accordance with par. 14.07 of the General Conditions within thirty (30) calendar days of the date of its substantial completion.

- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraphs 3.1 and 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General conditions. They also recognize the delays, expense and difficulties involved in proving in an arbitration proceeding the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One-Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion and Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for Completion and ready for final payment until the Work is Complete.

Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of three million one-hundred sixty-seven thousand one-hundred sixty-three dollars (\$3,167,163.00), for the aggregate amount reflected by the Proposal, attached hereto and made a part hereof.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on monthly intervals during construction as provided below. All progress payments will be on the basis of the progress of the Work based on the number of units completed.

- 5.1.1. Prior to 50% completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

90% of Work completed.

- 5.1.2. Upon 50% Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contact Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.C.1.



Article 6. CONTRACTORS REPRESENTATIONS.

- 6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 9, inclusive).
- 7.2. Performance and other Bonds.
- 7.3. General Conditions pages 1 to 62.
- 7.4. Supplementary Conditions pages 1 to 3, and FDEP 1-25 inclusive.
- 7.5. Specifications bearing the title "PUMP STATION IMPROVEMENT PROGRAM"
- 7.6. Eleven (11) sets of drawings, consisting of a cover sheet and sheets, inclusive with each sheet bearing the following general title:

Miami Gardens Villas (Pump Station 15)

Sheet	Drawing	Title
1	G-001	Coversheet, Location Map and Drawing Index
2	G-002	Miami Gardens Villas: Survey
3	D-001	Miami Gardens Villas: Process Piping Schedule, Legend, Abbreviations, Notes and Details I
4	D-101	Miami Gardens Villas: Pump Station Demolition Site Plan, Demolition Plan and Section
5	D-102	Miami Gardens Villas: Modification Site Plan
6	D-103	Miami Gardens Villas: Modification Plan and Section, Schedules and Notes
7	D-501	Miami Gardens Villas: Details II
8	D-502	Miami Gardens Villas: Details III
9	E-501	Miami Gardens Villas: Electrical Details
10	E-601	Miami Gardens Villas: One Line Diagram
11	E-602	Miami Gardens Villas: Wiring Diagram

Norwood (Pump Station 19)

Sheet	Drawing	Title
1	G-001	Coversheet, Location Map and Drawing Index
2	G-002	Norwood: Survey

3	D-001	Norwood: Process Piping Schedule, Legend, Abbreviations, Notes and Details I
4	D-101	Norwood: Pump Station Demolition Site Plan and Demolition Plan
5	D-102	Norwood: Demolition Sections
6	D-103	Norwood: Modification Site Plan
7	D-104	Norwood: Modification Plan, Plan and Section
8	D-501	Norwood: Details II
9	D-502	Norwood: Details III
10	E-501	Norwood: Electrical Details
11	E-601	Norwood: One Line Diagram
12	E-602	Norwood: Wiring Diagram

Scott Lake 4 (Pump Station 5)

Sheet	Drawing	Title
1	G-001	Coversheet, Location Map and Drawing Index
2	G-002	Scott Lake 4: Survey
3	D-001	Scott Lake 4: Process Piping Schedule, Legend, Abbreviations, Notes and Details I
4	D-101	Scott Lake 4: Demolition Plan and Demolition Top Plan
5	D-102	Scott Lake 4: Demolition Bottom Plan and Sections
6	D-103	Scott Lake 4: Modification Site Plan
7	D-104	Scott Lake 4: Modifications Plan and Section
8	D-105	Scott Lake 4: Details, Sections, Schedules and Notes
9	D-501	Scott Lake 4: Details II
10	D-502	Scott Lake 4: Details III
11	E-501	Scott Lake 4: Electrical Details
12	E-601	Scott Lake 4: One Line Diagram
13	E-602	Scott Lake 4: Wiring Diagram

Stoney Brook (Pump Station 3)

Sheet	Drawing	Title
1	G-1	Cover Sheet, Location Map and List of Drawings
2	G-2	Pump Station No. 3 Stoney Brook – Legend
3	C-1	Pump Station No. 3 Stoney Brook – Existing/Proposed Site Plans
4	C-2	Pump Station No. 3 Stoney Brook – Civil Details
5	M-1	Pump Station No. 3 Stoney Brook – Demolition Plan and Sections
6	M-2	Pump Station No. 3 Stoney Brook – Modifications Plan and Sections
7	M-3	Pump Station No. 3 Stoney Brook – Mechanical Details
8	S-1	Pump Station No. 3 Stoney Brook – Structural Plan and Section
9	E-1	Pump Station No. 3 Stoney Brook – Riser Diagram and

		Details
10	E-2	Pump Station No. 3 Stoney Brook – Electrical/Control Diagram

Cravero (Pump Station 9)

Sheet	Drawing	Title
1	G-1	Cover Sheet, Location Map and List of Drawings
2	G-2	Cravero Pump Station: Legend
3	C-1	Cravero Pump Station: Existing/Proposed Site Plan
4	C-2	Cravero Pump Station: Civil Details
5	M-1	Cravero Pump Station: Demolition Plan and Sections
6	M-2	Cravero Pump Station: Modification Plans and Sections
7	M-3	Cravero Pump Station: Mechanical Details
8	S-1	Cravero Pump Station: Structural Plan and Section
9	E-1	Cravero Pump Station: Riser Diagram and Details
10	E-2	Cravero Pump Station: Electrical/Control Diagram

Miami Lanes (Pump Station 11)

Sheet	Drawing	Title
1	C.0.0	Miami Lanes: Cover Sheet
2	C.1.0	Miami Lanes: General Notes
3	14572	Miami Lanes: Topographic Survey
4	C.2.0	Miami Lanes: Existing Conditions
5	C.3.0	Miami Lanes: Demolition Plan
6	C.4.0	Miami Lanes: Modification Plan
7	C.5.1	Miami Lanes: Typical Details (1 of 2)
8	C.5.2	Miami Lanes: Typical Details (2 of 2)
9	S.1.1	Miami Lanes: Lift Station Structural Details
10	S.1.2	Miami Lanes: Miscellaneous Structural Details
11	E.1.0	Miami Lanes: Electrical Site Info
12	E.2.0	Miami Lanes: Electrical Panel Info
13	E.3.0	Miami Lanes: Electrical Spec Etc.
14	E.4.0	Miami Lanes: Electrical Control Diagram
15	E.5.0	Miami Lanes: Maintenance Lighting Electrical Plans

Scott Lake 8 (Pump Station 6)

Sheet	Drawing	Title
1	C.0.0	Scott Lake 8: Cover Sheet
2	C.1.0	Scott Lake 8: General Notes
3	14588	Scott Lake 8: Topographic Survey
4	C.2.1	Scott Lake 8: Demolition Plan (1 of 2)
5	C.2.2	Scott Lake 8: Demolition Plan (2 of 2)
6	C.3.1	Scott Lake 8: Modification Plan (1 of 2)
7	C.3.2	Scott Lake 8: Modification Plan (2 of 2)

8	C.4.1	Scott Lake 8: Typical Details (1 of 2)
9	C.4.2	Scott Lake 8: Typical Details (2 of 2)
10	S.1.1	Scott Lake 8: Lift Station Structural Details
11	S.1.2	Scott Lake 8: Miscellaneous Structural Details
12	E.1.0	Scott Lake 8: Electrical Site Info
13	E.2.0	Scott Lake 8: Electrical Panel Info
14	E.3.0	Scott Lake 8: Electrical Spec Etc.
15	E.4.0	Scott Lake 8: Electrical Control Diagram
16	E.5.0	Scott Lake 8: Maintenance Lighting Electrical Plans

Miami Industrial District II – MID II (Pump Station 14)

Sheet	Drawing	Title
1	C.0.0	Miami Industrial District II: Cover Sheet
2	C.1.0	Miami Industrial District II: General Notes
3	14556	Miami Industrial District II: Topographic Survey
4	C.2.1	Miami Industrial District II: Demolition Plan (1 of 2)
5	C.2.2	Miami Industrial District II: Demolition Plan (2 of 2)
6	C.3.1	Miami Industrial District II: Modification Plan (1 of 2)
7	C.3.2	Miami Industrial District II: Modification Plan (2 of 2)
8	C.4.0	Miami Industrial District II: Typical Details
9	S.1.1	Miami Industrial District II: Lift Station Structural Details
10	S.1.2	Miami Industrial District II: Miscellaneous Structural Details
11	E.1.0	Miami Industrial District II: Electrical Site Info
12	E.2.0	Miami Industrial District II: Electrical Panel Info
13	E.3.0	Miami Industrial District II: Electrical Spec Etc.
14	E.4.0	Miami Industrial District II: Electrical Control Diagram
15	E.5.0	Miami Industrial District II: Maintenance Lighting Electrical Plans

Windwood (Pump Station 21)

Sheet	Drawing	Title
1	C.0.0	Windwood: Cover Sheet
2	C.1.0	Windwood: General Notes
3	14557	Windwood: Topographic Survey
4	C.2.1	Windwood: Demolition Plan (1 of 2)
5	C.2.2	Windwood: Demolition Plan (2 of 2)
6	C.3.1	Windwood: Modification Plan (1 of 2)
7	C.3.2	Windwood: Modification Plan (2 of 2)
8	C.4.1	Windwood: Typical Details (1 of 2)
9	C.4.2	Windwood: Typical Details (2 of 2)
10	S.1.1	Windwood: Lift Station Structural Details
11	S.1.2	Windwood: Miscellaneous Structural Details
12	E.1.0	Windwood: Electrical Site Info
13	E.2.0	Windwood: Electrical Panel Info

14	E.3.0	Windwood: Electrical Spec Etc.
15	E.4.0	Windwood: Electrical Control Diagram
16	E.5.0	Windwood: Maintenance Lighting Electrical Plans

Hawco (Pump Station 23)

Sheet	Drawing	Title
1	C.0.0	Hawco: Cover Sheet
2	C.1.0	Hawco: General Notes
3	14573	Hawco: Topographic Survey
4	C.2.0	Hawco: Existing Conditions
5	C.3.0	Hawco: Demolition Plan
6	C.4.0	Hawco: Modification Plan
7	C.5.1	Hawco: Typical Details (1 of 2)
8	C.5.2	Hawco: Typical Details (2 of 2)
9	S.1.1	Hawco: Lift Station Structural Plan
10	S.1.2	Hawco: Miscellaneous Structural Details
11	E.1.0	Hawco: Electrical Site Info
12	E.2.0	Hawco: Electrical Panel Info
13	E.3.0	Hawco: Electrical Spec Etc.
14	E.4.0	Hawco: Electrical Control Diagram
15	E.5.0	Hawco: Maintenance Lighting Electrical Plans

Norwood Pump Station #19 Force Main Rerouting

Sheet	Drawing	Title
1		Title Page
2		Site Plan and General Notes
3		Plan and Profile STA 0+00.00 to 6+00.00
4		Plan and Profile STA 6+00.00 to 12+00.00
5		Plan and Profile STA 12+00.00 to 18+00.00
6		Plan and Profile STA 18+00.00 to 24+00.00
7		Plan and Profile STA 24+00.00 to 30+00.00
8		Plan and Profile STA 30+00.00 to 36+00.00
9		Plan and Profile STA 36+00.00 to 42+00.00
10		Plan and Profile STA 42+00.00 to 45+50.79
11		Misc. Standard Details

- 7.7. Addenda numbers 1 to 6, inclusive.
- 7.8. CONTRACTOR's Bid (pages 1 to 26, inclusive).
- 7.9. Documentation submitted to CONTRACTOR prior to award (pages TOC-1 to Appendix M, inclusive).
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending,

modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

- 7.11. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 CONTRACTOR agrees to indemnify and hold the City and its agents harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.
- 8.5 CONTRACTOR agrees to indemnify and hold the City and its agents harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been designed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER:
City of North Miami Beach
17011 Northeast 19th Avenue
North Miami Beach, Florida

CONTRACTOR:

BY _____
ANA M. GARCIA
CITY MANAGER

BY _____
NAME _____

TITLE _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____
PAMELA L. LATIMORE
CITY CLERK

Attest _____

Address for giving notices

17011 Northeast 19th Avenue
North Miami Beach, Florida 33162

Attach evidence of authority to sign
and resolution or other document
authorizing execution of Agreement.

License No.

Agent for service of process

(If CONTRACTOR is a corporation,
attach evidence of authority to sign)

APPROVED AS TO FORM:
DARCEE S. SIEGEL
CITY ATTORNEY





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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-55 (Director of Leisure Services Paulette Murphy)

BACKGROUND: North Miami Beach Public Library's application for FY 2014 State Aid Grant.

RECOMMENDATION: Approval.

FISCAL IMPACT: Award Estimate: \$21,000

CONTACT PERSON(S): Paulette Murphy, Director of Leisure Services
Susan Sandness, Library Manager

ATTACHMENTS:

- ❑ [Resolution No. R2013-55](#)
- ❑ [State Aid to Library Application 2013-2014](#)

RESOLUTION NO. R2013-55

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
AUTHORIZING THE SUBMISSION OF THE FISCAL
YEAR 2013/2014 STATE AID APPLICATION TO THE
FLORIDA DEPARTMENT OF STATE, DIVISION OF
LIBRARY AND INFORMATION SERVICES.**

WHEREAS, the Florida Department of State, Division of Library and Information Services provides operating grants to public libraries under the provisions of Chapter 257, Florida Statutes; and

WHEREAS, the North Miami Beach Public Library ("Library") uses State aid revenues to purchase library materials to enhance its collection and services; and

WHEREAS, this grant is based solely on local expenditures.

NOW, THEREFORE,

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

Section 1. The City Council hereby authorizes the City Manager to submit the grant application attached hereto and incorporated herein as Exhibit 1 and to execute the grant agreement attached hereto and incorporated herein as Exhibit 2.

Section 2. All funds received as a result of the grant agreement referenced herein will be centrally expended as a part of the Library's budget.

Section 3. This resolution shall become effective upon its passage and adoption.

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

Florida, at the regular meeting assembled this ____ **day of September, 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

RESOLUTION R2013-55

State Aid APPLICATION

Fiscal Year 2014

Applicant: North Miami Beach Public Library

Project Number: 14-ST-35

Applicant Information

Applicant Name

North Miami Beach Public Library

Applicant Mailing Address

1601 Northeast 164 Street, North Miami Beach, FL 33162-4099

Phone

(305) 948-2970

Fax

(305) 787-6007

Applicant Director

Susan Sandness, Library Manager

Applicant Director Phone

(305) 787-6048

Applicant Director Fax

Applicant Library Type

Public Library

Project Manager

Susan Sandness

Project Manager Phone

Project Manager Fax

Project Manager Email

susan.sandness@citynmb.com

Please choose your type

Single county library County participating in a Multicounty library

Municipal library Multicounty library

Is your library in its first two years of operation?

No Yes

Expenditure Report

Expenditure Report - October 1, 2011 - September 30, 2012

EXPENDITURE CATEGORY	FUNDING OR REVENUE SOURCES				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personnel Services	542,689	0	0	0	542,689
30 Operating Expenses	109,569	2,136			111,705
60 Capital Outlay (Non-Fixed)	23,234	42,320	0	0	65,554
Other	827	0	0	0	827
Total for the operation & maintenance of the library	676,319	44,456	0	0	720,775
60 Capital Outlay(Fixed, including purchase or construction of a library building or quarters)	0	0	0	0	0

Notes

Certification

Notes

Designation of Single Library Administrative Unit

No changes from previous year

Included as a part of another section upload

General Ordinances of the City
Resolution

Notes

Unchanged from last year.

Designation of a Governing Body

No changes from previous year

Included as a part of another section upload

Notes

Included in Designation of Single Library Administrative Unit component

Interlocal Agreements or Contracts to Establish the Library

Not applicable **No changes from previous year**

Included as a part of another section upload

Notes

Verification of Governing Body Authority

No changes from previous year

Included as a part of another section upload

Notes

Included in Designation of Single Library Administrative Unit component. No changes from previous year.

Position Description of Single Administrative Head

No changes from previous year

Position Description

Notes

No change from previous year.

Certification of Credentials of Single Administrative Head

No changes from previous year

Certification of Credentials

Notes

Susan Sandness - No change from previous year.

Schedule of Library Hours

No changes from previous year

NMBPL Hours

Notes

Long-Range Plan

No changes from previous year

Included as a part of another section upload

Long Range Plan approval

Long Range Plan approval

Notes

2010-2014 - No change from previous year.

Interlocal Agreements for Library Services

Not applicable No changes from previous year

Included as a part of another section upload

Notes

Included in Reciprocal Borrowing Joint Planning Meeting Minutes.

Verification of Reciprocal Borrowing

Not applicable No changes from previous year

Included as a part of another section upload

Reciprocal Borrowing

Notes

Verification of Joint Planning

Not applicable

Included as a part of another section upload

Notes

Included in Reciprocal Borrowing Meeting Minutes.

Financial Audit

North Miami Beach CAFR

Notes

Grant Agreement

State Aid Grant Agreement 8-2013.pdf



State Aid to Libraries Grant Application

Applicant: North Miami Beach Public Library
Project Number: 14-ST-35
Fiscal Year: 2014



Project Submission Status: Preparing

Certain reports / forms are generated based upon the responses to the questions in the Applicant Information Component. Please complete the Applicant Information Component before working on other components.

Status: Blank(3), Preparing(3), Finished(14).

October 1 Components (Must be submitted on or before October 1.)

Components	Status	Last Updated By	Last Updated		
Applicant Information	✓ Finished	Sandness, Susan	08/26/2013 04:52 PM	Edit	Preview & Print
Expenditure Report	✓ Finished	Sandness, Susan	08/27/2013 11:23 AM	Edit	Preview & Print
Certification	✗ Preparing	Sandness, Susan	08/27/2013 12:43 PM	Edit	Preview & Print
Designation of Single Library Administrative Unit	✓ Finished	Sandness, Susan	08/26/2013 04:48 PM	Edit	Preview & Print
Designation of a Governing Body	✓ Finished	Sandness, Susan	08/26/2013 04:51 PM	Edit	Preview & Print
Interlocal Agreements or Contracts to Establish the Library	✓ Finished	Sandness, Susan	08/27/2013 12:43 PM	Edit	Preview & Print
Verification of Governing Body Authority	✓ Finished	Sandness, Susan	08/27/2013 12:33 PM	Edit	Preview & Print
Position Description of Single Administrative Head	✓ Finished	Sandness, Susan	08/27/2013 12:33 PM	Edit	Preview & Print
Certification of Credentials of Single Administrative Head	✓ Finished	Sandness, Susan	08/27/2013 12:32 PM	Edit	Preview & Print
Schedule of Library Hours	✓ Finished	Sandness, Susan	08/27/2013 12:52 PM	Edit	Preview & Print
Long-Range Plan	✓ Finished	Sandness, Susan	08/27/2013 12:44 PM	Edit	Preview & Print
Interlocal Agreements for Library Services	✓ Finished	Sandness, Susan	08/27/2013 12:48 PM	Edit	Preview & Print
Verification of Reciprocal Borrowing	✓ Finished	Sandness, Susan	08/27/2013 12:53 PM	Edit	Preview & Print

Verification of Joint Planning	<input checked="" type="checkbox"/>	Finished	Sandness, Susan	08/27/2013 12:54 PM	Edit	Preview & Print
Financial Audit	<input checked="" type="checkbox"/>	Finished	Sandness, Susan	08/27/2013 12:56 PM	Edit	Preview & Print
Grant Agreement	<input checked="" type="checkbox"/>	Preparing	Sandness, Susan	08/27/2013 01:18 PM	Edit	Preview & Print

December 1 Components (Must be submitted on or before December 1.)

Components	Status	Last Updated By	Last Updated		
Annual Plan of Service	<input checked="" type="checkbox"/>	Preparing	Schroeder, Debi	07/15/2013 04:26 PM	Edit Preview & Print
Budget	<input type="checkbox"/>	Blank			Edit Preview & Print
Summary Financial Report Form	<input type="checkbox"/>	Blank			Edit Preview & Print
Annual Statistical Report Form	<input type="checkbox"/>	Blank			Edit Preview & Print

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[Back to Application]

Applicant Information

Preview the Last Saved Version

Applicant: North Miami Beach Public Library
Project Number: 14-ST-35

After clicking "Save Draft" or "Save and Finish" button, you will go to the selected page.

Go to Component Save Draft Save and Finish Cancel Clear All Fields ? Help

Change applicant information ? Help

Applicant Name: North Miami Beach Public Library

Applicant Mailing Address: 1601 Northeast 164 Street, North Miami Beach, FL 33162-4099

Phone: (305) 948-2970

Fax: (305) 787-6007

Applicant Director: Susan Sandness, Library Manager

Applicant Director Phone: (305) 787-6048

Applicant Director Fax:

Library Type: Public Library

Search a Project Manager Search

Project Manager Susan Sandness Clear

Project Manager Phone ex. (123) 123-4567

Project Manager Fax ex. (123) 123-4567

Project Manager Email susan.sandness@citynmb.com

ex. example@gmail.com

Choose Library Type

- Single county library
- County participating in a Multicounty library
- Municipal library
- Multicounty library

Is the library in its first two years of operation?

No Yes

After clicking "Save Draft" or "Save and Finish" button, you will go to the selected page.

Go to Component Save Draft Save and Finish Cancel Clear All Fields

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Expenditure Report

Expenditure Report - October 1, 2011 - September 30, 2012

EXPENDITURE CATEGORY	FUNDING OR REVENUE SOURCES				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
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Other	827	0	0	0	827
Total for the operation & maintenance of the library	676,319	44,456	0	0	720,775
60 Capital Outlay(Fixed, including purchase or construction of a library building or quarters)	0	0	0	0	0

Notes

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2013-2014 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The City of North Miami Beach

governing body for North Miami Beach Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2011 and ending September 30, 2012 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2011 and September 30, 2012.

\$676,319

SIGNATURES:

Library Finance Manager

Single Library Administrative Head

Janette Smith

Typed Name

Susan Sandness

Typed Name

Date

Date

Designation of Single Library Administrative Unit

No changes from previous year

Included as a part of another section upload

General Ordinances of the City
Resolution

Notes

Unchanged from last year.

Verification of Governing Body Authority

No changes from previous year

Included as a part of another section upload

Notes

Included in Designation of Single Library Administrative Unit component. No changes from previous year.

Interlocal Agreements or Contracts to Establish the Library

Not applicable **No changes from previous year**

Included as a part of another section upload

Notes

Verification of Governing Body Authority

No changes from previous year

Included as a part of another section upload

Notes

Included in Designation of Single Library Administrative Unit component. No changes from previous year.



JOB TITLE: Library Manager

Origin Date: 7/2008

Rev. Date:

SUMMARY: This is advanced library management work for the City of North Miami Beach. This position is responsible for supervising library staff engaged in various phases of library operations, providing quality library services to the public, and assessing needs to improve services. Considerable independent judgment is exercised in the application of the principles of management to the administration of library affairs. General supervision is received from the Director of Parks and Recreation who holds the incumbent responsible for the effective management of assigned responsibilities.

ADA REQUIREMENTS: Individual's sensory modalities (vision and hearing) and physical capabilities (ambulation, strength, coordination, dexterity, range of motion) must be sufficient to perform the Essential Functions of the position.

LEVEL

Library Manager

ESSENTIAL FUNCTIONS

1. Provides guidance on long and short-term goal setting, daily operations, and services to the public.
2. Assists in developing, implementing and evaluating library policies, procedures and programs.
3. Assists in developing the library's operating capital and grants budgets.
4. Selects and evaluates library staff.
5. Supervises staff and provides guidance and direction on a daily basis.
6. Communicates and implements administrative decisions, directives, policies and regulations to library staff and the general public.
7. Schedules staff and monitors attendance to ensure adequate staff coverage at all times.
8. Ensures effective and efficient coordination of services through thorough communications with staff.
9. Keeps abreast of current library trends and issues through professional literature, workshops, and professional affiliations.
10. Responds to citizen's complaints and concerns.
11. Handles personnel issues as they relate to supervising staff, acting on successful resolution of problems to include

SKILLS/ABILITIES

Knowledge of professional library procedures, systems, and techniques.
Knowledge of administrative and supervisory principles and practices.
Thorough knowledge of research methods and techniques.
Knowledge of departmental administrative policies and procedures.
Ability to plan, organize, and direct the work of professional, para-professional and support staff in a manner conducive to full performance and high moral.
Ability to interpret library policies, objectives and services to community groups, public officials, and library patrons.
Ability to develop innovative programs for the library.
Ability to visualize library systems needs and recommend policies,

EDUCATION EXPERIENCE

Master's degree in Library Science from an accredited American Library Association graduate school and a minimum of five (5) years of progressively responsible library experience with at least three (3) years in a management capacity; Strong commitment to public service; ability to work with a diverse population; demonstrated interpersonal and communication skills. Must have a valid Florida driver's license.

- recommending disciplinary action.
12. Oversees the preparation of forms to include attendance sheets, purchase orders, building repairs, and supply orders.
 13. Develops and monitors updates to the library's state mandated planning documents.
 14. Monitors the continuous review of the library's Annual and Long Range planning documents to ensure goals and objectives are met.
 15. Prepares monthly, annual and special narrative and statistical reports and analyses as required.
 16. Monitors the library's technology to ensure proper functioning.
 17. Interacts and communicates with a variety of groups and individuals to include the general public, patrons, staff members, city staff, managers and supervisors.
 18. Performs other related duties as required.

procedures, and methods to assure that needs are met.

Ability to communicate clearly and concisely, verbally and in writing.

Must be physically able to operate a variety of types of office machines. Must be physically able to exert up to twenty pounds of force occasionally and/or up to ten pounds of force frequently, and/or a negligible amount of force constantly to lift, carry, push, pull, or otherwise move objects. Work involves reaching, pulling, pushing, stooping, kneeling, crawling, crouching, and balancing, etc. for periods of time.

Certification of Credentials of Single Administrative Head

No changes from previous year

Certification of Credentials

Notes

Susan Sandness - No change from previous year.

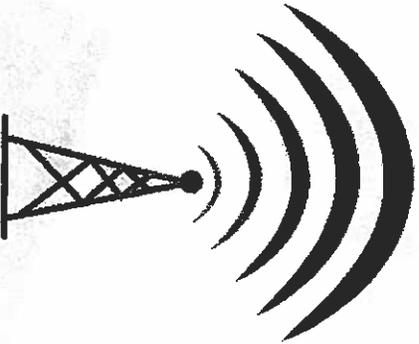
Advanced Searching

Florida Electronic Library

www.felibrary.org

Over 111 databases in English and Spanish from pre-K to post-graduate level. Includes current events, business, health issues, homework help, full text articles, Florida history and information. Access to electronic magazines, newspapers, almanacs, encyclopedias, books, etc. Fastest and easiest student access is by clicking on "Especially for Kids, Teachers & Families."

To access this website - click on the link and use your NMB Library card.



WHEN WE ARE OPEN

Monday thru Thursday

9:30 A.M. - 7:50 P.M.

Friday & Saturday

9:30 A.M. - 4:50 P.M.

Sunday

1:00 P.M. - 4:50 P.M.

(OCT-MAY)

This is an independent library

runned by the

City of North Miami Beach

CITY OF NORTH MIAMI BEACH

INTERNET ACCESS TO

YOUR LIBRARY

NORTH MIAMI
BEACH
PUBLIC LIBRARY

1851 N.E. 164th Street

North Miami Beach, FL 33162-3690

(305) 248-3074

INTERNET ACCESS TO YOUR LIBRARY



You can access our multi-lingual catalog in English, Spanish, and Creole, 24 hours a day, to locate materials, put holds on items and renew items you already have.

WIRELESS ACCESS (free) @ the NMB Public Library

Explore NMBPL's fast Internet network using your own wireless - enabled laptop computer in all public areas of the library. (Information sheet on wireless available at the Library's Circulation Desk.)

DATABASE ACCESS

A North Miami Beach Public Library card is required to access our online databases. Obtain your card at the Library's Circulation Desk.

FCAT Explorer (direct link to the FCAT site)

www.fcatexplorer.com

To access this website -use your school-assigned username and password.

American Library Association's Great Websites for Kids

www.ala.org/greatsites

Singles out the very best of sites for children in the arts, history and biography, math and computers, social sciences, sciences, animals, literature and languages.

A user name is not required to use this site

Basic Searching

Infotrac

http://infotrac.galegroup.com/itweb/28783_nmbpl

The 21 databases for all ages deal with current events, popular culture, business and industry trends, sports and hobbies, personal health information, computer technology, government, arts and sciences, and INFORME the Spanish language database. Full text magazine, newspaper and encyclopedia articles, journals, reference books and trade publications are included.

To access this website - click on the link and use your NMB Library card.



Long-Range Plan

No changes from previous year

Included as a part of another section upload

Long Range Plan approval

Long Range Plan approval

Notes

2010-2014 - No change from previous year.

Interlocal Agreements for Library Services

Not applicable **No changes from previous year**

Included as a part of another section upload

Notes

Included in Reciprocal Borrowing Joint Planning Meeting Minutes.

Verification of Joint Planning

Not applicable

Included as a part of another section upload

Notes

Included in Reciprocal Borrowing Meeting Minutes.

**Reciprocal Borrowing Joint Planning Meeting
Municipal Libraries and Miami-Dade Public Library
August 22, 2013**

Parties Involved: Hialeah Public Library, Miami-Dade Public Library System, North Miami Beach Public Library, North Miami Public Library

Reciprocal Borrowing Agreement originally signed in September 2003 was re-approved on August 21, 2013; 11:00 am at the Joint Planning Meeting

All libraries agreed to extend the agreement with no changes for another year.

Ratified by Sylvia Mora, Miami-Dade Public Library System, Assistant Director, Miami-Dade Public Library System; Susan Sandness, Director, North Miami Beach Public Library; Grisel Torralbas, Acting Library Director, Hialeah Public Library; Lucia M. Gonzalez, Library Manager, North Miami Public Library.

Discussion and Actions:

- **MDPLS:** Waiting for update from Mayor. Until then there is not much information to share on the current situation.
Budget will be set on September 19. At that time the operation hours and all will be published.
A positive "ripple effect" of current situation at Miami Dade is that there is a lot of conversation about the importance of libraries, the services offered to the community, and how communities benefit from libraries.
Susan asked question about hours for California Club & Golden Glades branches.
Hialeah/ NMB/and NM are Concerned about possible ripple effect of cuts on level of service and usage.
Susan also asked about Aventura: When is it opening? MDPLS is looking at Spring 2014. City of Aventura does not contribute any additional funds for its library. The new facility will be 25,000 square ft. It will be LEED Certified will have lots of glass...inside garden, etc. Designed by GSA team (Architect Agustin Lugones, who has since retired from the County)
- Grisel asked: Question about new technologies. Is it wise to invest in tablets? Need wireless but is slow. Laptops are easier to replace and cheaper. Sylvia recommends a combination of all. Urban Libraries Council good source of information on new technologies. Silvia will post questions related to technology and pass the discussion on.
- **HIALEAH:** Waiting to hear about new budget. Hopefully no layoffs or cuts in hours. Looking at opening some branches additional hours if new budget allows. The Library was able to have more summer programs this year thanks to the Hialeah Healthy Families Grant from Blue Cross Blue Shield Foundation. The Library is part of a coalition, with the City's Education and Community Services department and others, applying for a Health Foundation of So. Florida's grant. The Library is also renewing contract for wireless communications, going out for bids. (Sylvia recommended looking at Broward's arrangements with Comcast). Planning programs for Hispanic Heritage Month...concert and more authors this year...in collaboration with

Asociación Internacional de Poetas y Escritores Hispanos (AIPEH), Viva Florida, and other organizations. Will resume offering Computer classes at Main, focusing on e-government and resume writing, and possibly adding Social Media as well. Sylvia suggested sharing classes developed for our programs. Why re-invent the wheel! The files could be shared. The classes can be on PowerPoint. HPL will continue to offer Computer, ESOL, and Citizenship classes at branches through an agreement with Hialeah-Miami Lakes Adult Education Center. There is now a registration fee.

Grisel asked: Question about new technologies. Has anyone tried tablets, micro desktops (tiny towers), or virtual environments/thin client solutions? HPL is ready to replace some out-of-warranty computers and is looking into new technologies. HPL has a combination of laptops and desktops. MDPLS has tried laptops too. Sylvia recommends a combination of all. Laptops are cheaper and easier to replace. Urban Libraries Council good source of information on new technologies. Silvia can post questions related to technology and pass the discussion on.

- **NORTH MIAMI BEACH:** Hired new Librarian 3, Edenia Hernandez. Edenia brings lots of experience and new ideas. Programs offered include Science Camp (same as North Miami for 5th graders to prepare for the FCAT), have a Health Mobile parked by the library, also offer computer classes. Will do lots of weeding to upgrade to new ILS. No new furniture but will continue to work on refreshing the interior looks (add new art, new posters, etc.). Looking at joining SEFLIN / OCLC. Looking to hire an experienced cataloger for one day per week.
- **North Miami:** Secured funding for building renovation to modernize the library interior and expand the internal space. Applied for a Library Construction grant to State (will know if we get the money by summer of 2014). Now have the One Print Management Station (from EnvisionWare) to provide printing services and hopefully generate revenue. Hired Youth Services Librarian in February of this year (Bonnie Rothschild). Also hired a new Sunday Services Supervisor (Audrey Ryan). Both retired from Miami Dade Public and bring years of experience. Lucia asked about different options for e-books. Silvia recommended to look at different vendors and what they each offer. 3M Cloud is good, as is also B&T Axis 360 and Overdrive.
- **Reciprocal Borrowing statistics** will be shared by Nov.15.

Meeting adjourned at 12:05 pm.

Submitted by:

Lucia M. Gonzalez
Library Services Manager
North Miami Public Library

August 21, 2013

Financial Audit

North Miami Beach CAFR
Has been submitted

Notes

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) City of North Miami Beach

Governing body for North Miami Beach Public Library

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. Provide the following as grant deliverables:

1. For payment number one:

- i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.

2. For payment number two:

- i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

- c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
- g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

THE DIVISION

Chair of Governing Body or
Chief Executive Officer

Florida Department of State
Division of Library and Information Services

Ana Garcia
Typed Name

Typed Name

Date

Date

Clerk or Chief Financial Officer

Division Witness

Janette Smith
Typed Name and Title of Official

Division Witness

Date



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-56 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: The City of North Miami Beach issued Request For Proposal (RFP) No. 2013-07 to contract with qualified financial institutions to provide a "Bank Qualified" and "Non-Bank Qualified" fixed rate bank loan (the "Loan"), at the lowest overall borrowing cost, pursuant to certain conditions. The proceeds of the Loan will be used to advance refund all of the City's outstanding loan from the Florida Municipal Loan Council Revenue Bonds, Series 2003B

Notices were electronically sent to 224 potential, local and national vendors via DemandStar. Additionally, registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email or phone.

Advertisements were placed in the Daily Business Review on June 24, 2013. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

The City took receipt of four responses on August 7, 2013.

RECOMMENDATION: It is the evaluation committee's recommendation that the bid be awarded to the lowest most responsive responsible proposer, Branch Banking & Trust Company (BB&T).

PROPOSED VENDOR:
BB&T
255 S. Orange Avenue, 10th Floor
Orlando, FL 32801
(407) 241-3570

Fax (877) 320-4453

FISCAL IMPACT:

FY '13

Account Number: 216400-513940

Project Number: None

Expenditure: Not-to-Exceed \$3,950,000

Projected Net Present Value Savings: \$352,000

CONTACT PERSON(S):

Janette Smith, Director of Finance

Brian K. O'Connor, Chief Procurement Officer

ATTACHMENTS:

▣ [Resolution No. R2013-56](#)

▣ [BB&T Proposal](#)

RESOLUTION NO. R2013-56

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AWARDING AN AGREEMENT TO BRANCH BANKING & TRUST COMPANY (BB&T) IN AN AMOUNT NOT-TO-EXCEED \$3,950,000.00, FOR THE ADVANCED REFUNDING OF FLORIDA MUNICIPAL LOAN COUNCIL SERIES 2003B LOAN.

WHEREAS, the City of North Miami Beach ("City") issued Request for Proposal No. 2013-07 to contract with qualified financial institutions to provide a "Bank Qualified" and "Non-Bank Qualified" fixed rate bank loan (the "Loan"), at the lowest overall borrowing cost, pursuant to certain conditions; and

WHEREAS, on December 1, 2004, the City entered into a loan agreement with the Florida Municipal Loan Council (FMLC) in the amount of \$7,765,000.00 to fund various transit and transportation projects; and

WHEREAS, the terms and conditions of the loan are as follows: interest rate on the loan is 5% for the remaining life of the loan; a 12.5 basis points charge for administrative fees; a call date beginning after December 1, 2013; and

WHEREAS, since market rates are at a historic low, staff requested proposals for refinancing of the loan agreement in order to better fiscally serve the residents of the City of North Miami Beach; and

WHEREAS, bid notices were electronically mailed to 224 potential local and national vendors, as well as advertised in the Daily Business Review, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email; and

WHEREAS, a total of four companies responded to the City's Request for Proposals by the published deadline; and

WHEREAS, an Evaluation Committee was convened to rank the responses to RFP No. 2013-07; and

WHEREAS, the Evaluation Committee recommended that RFP No. 2013-07 be awarded to the lowest, most responsive, responsible proposer, BB&T; and

WHEREAS, the City Council of North Miami Beach desires to award RFP No. 2013-07 to BB&T to provide a "Bank Qualified" and "Non-Bank Qualified" fixed rate bank loan (the "Loan"), at the lowest overall borrowing cost, pursuant to certain conditions.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2013-07 to BB&T in an amount not-to-exceed \$3,950,000.00.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby award an Agreement, in a form acceptable to the City Attorney, between the City and BB&T, attached hereto as Exhibit "A" and incorporated herein by reference.

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

RESOLUTION R2013-56



255 S. Orange Avenue, 10th Floor
Orlando, FL 32801
(407) 241-3570
Fax (877) 320-4453

August 7, 2013
(Revised August 27, 2013)

Mr. Brian K. O'Connor
Chief Procurement Officer
City of North Miami Beach
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL

Dear Mr. O'Connor:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of North Miami Beach, FL ("City").

- (1) **Projects:** Advance Refunding of the City's Florida Municipal Loan Council Revenue Bonds, Series 2003B ("Note")
- (2) **Amounts to be financed:** Not to exceed \$3,950,000.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
December 1, 2019	1.71%

Interest payments shall be due semiannually commencing December 1, 2013, and will continue each June 1 and December 1 thereafter through final maturity. Principal payments shall be due annually commencing December 1, 2013 and will continue each December 1 thereafter through final maturity. Interest on the principal balance will accrue based on a 30/360 day count basis. Upon being awarded this transaction BB&T must approve the final amortization schedule.

The interest rate stated above is valid for a closing date not later than September 20, 2013. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

BB&T's legal review expenses and underwriting fees for this financing transaction shall be \$3,500.00. All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The financing documents shall allow for the prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T.

The stated interest rate above assumes that the City expects to borrow \$10,000,000 or less in the calendar year 2013 and that the financing shall comply with the applicable IRS Code Sections 141, 148, 149(e), 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

(5) Security:

The financing shall be secured by a pledge of and lien upon the Charter County Transit System Surtax proceeds levied by Miami-Dade County and remitted to the City pursuant to the Interlocal Agreement dated August 18, 2003. If the City issues any future debt that is secured by this same pledge the City will be required to meet an additional bonds test with a minimum of 1.35x coverage.

* * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (407) 241-3570 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Michael C. Smith
Vice President



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Forfeiture (LETf) Appropriation Request (Chief of Police Larry Gomer)

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

The specific nature of processing the case determines which forfeiture fund the proceeds are to be recorded. The Police Department has three (3) separate funds to account for the revenues and expenditures as required by the State of Florida, U.S. Department of Justice and U.S. Department of Treasury. The table below identifies the agencies within each forfeiture fund.

The Police Department is requesting appropriation approval of \$105,000.00 from the Federal (Justice) Law Enforcement Trust Fund and \$51,000.00 from the State/Local Law Enforcement Trust Fund. Please refer to the attached LETf request dated September 3, 2013 for a description of expenditure requests from each of the three (3) Law Enforcement Trust Funds (LETf).

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

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

CONTACT PERSON(S): Larry Gomer, Chief of Police
Kevin Prescott, Administrative Police Captain

ATTACHMENTS:

- ▣ [LETF Appropriation Request September 2013](#)

CITY OF NORTH MIAMI BEACH, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Ana M. Garcia
City Manager

DATE: September 3, 2013

SUBJECT: Use of LETF Funds

FROM: Larry Gomer
Chief of Police

REFERENCES:

ENCLOSURES:

I respectfully request that you place on the agenda for the next City Council meeting the attached appropriation request totaling **\$156,000.00** for expenditure from the Law Enforcement Trust Accounts. We will ask for **\$105,000.00** from the Federal Justice Law Enforcement Trust Fund (Fund 172), **\$ 0.00** from the Federal Treasury Law Enforcement Trust Fund (Fund 177), and **\$51,000.00** from the State/Local Law Enforcement Trust Fund (Fund 173).

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

If you have any questions concerning this request, please contact Chief Larry Gomer at extension 2717 or Captain Kevin Prescott at extension 2528.

cc: Kevin Prescott, Administrative Police Captain
Betty Kennedy, Police Finance

Federal (Justice) LETF (Fund 172):

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

- 1. Robbery and Fraud Prevention Holiday Task Force \$62,000.00

This Task Force will be deployed during the holiday season and focuses on violent crimes prevention, and fraud prevention, while providing a safe secure shopping and residential environment. This request will provide funding for Police overtime to enhance visible and covert patrols. The marked units will enhance visibility and the unmarked units will focus on the apprehension of offenders. The Holiday Task Force has been highly successful in the past, in preventing crime and arresting offenders.

- 2. Rental vehicles for Gang/Fraud Task Force/ VIN \$43,000.00

In order to maintain the anonymity of the task force officers, rental vehicles are used. They provide versatility by allowing the Task Force Officers the ability to change the vehicle they are driving if the vehicle is compromised. In addition, a rental vehicle has no affiliation directly linked to a Law Enforcement agency, so if the vehicle license plate is checked, there will be no information available to compromise the investigation or the officer. This cost covers eight vehicles for six months.

Federal LETF Status Report (as of 8/30/2013):

Surplus Carryover - 10/1/12	\$ 6,011,875.67
<u>FY 2013 to Date:</u>	
Revenues	997,322.49
Council Appropriations	(2,071,686.60)
Expenditures	(1,765,029.24)
Total of this request	105,000.00
<u>Balance Available for Expenditure</u>	<u>\$ 3,172,482.32</u>

Federal (Treasury) LETF (Fund 177) :

No items requested from this fund at this time :

Federal (Treasury) Status Report (as of 8/30/2013) :

Surplus Carryover - 10/01/12 \$ 1,224,774.92

FY 2013 to Date:

Revenues	42,582.15
Council Appropriations	(125,000.00)
Expenditures	(59,531.54)
Total of this request	0.00

Balance Available for Expenditure \$ 1,082,825.53

State and Local LETF (Fund 173):

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

- 1. Domestic Violence Walk \$8,000.00

The Domestic Violence Walk is held annually in the City of North Miami Beach. The event hosts celebrities, athletes, and other well-known people who help draw attention to the issue of domestic violence. Last year in Miami-Dade County, numerous people lost their lives in domestic violence related murders. This event is held to bring awareness to the problem of domestic violence and encourage those who are afraid to report the violence and to seek help and assistance.

- 2. Smartwater Program \$ 25,000.00

Smart Water is a new technology in which homeowners and/or businesses mark their valuable property with the invisible SmartWater. SmartWater is a water-based, clear solution which is brushed or sprayed onto property, drying totally invisible. Each kit has a unique identifier that allows the police to identify the stolen property by viewing the SmartWater marking under ultraviolet light. This technology is also an investigative tool which can be used to identify stolen property that may have been sold to pawn shops. In addition, signs, similar to Crime Watch signs, are posted in the neighborhoods announcing the presence of the SmartWater technology in hopes of being a deterrent to criminal activity.

- 3. Generator and accessories for PACT Trailer \$ 10,000.00

This request is to fund the upgrade of the PACT (Police and Communities Together) mobile resource center. The mobile resource center is in need of a new generator, new lighting, interior carpet, paint and miscellaneous items to effectively function handle the demands of the program.

- 4. Community Safety Day \$ 5,000.00

This request is for the upcoming Community Safety Day which is hosted by the NMBPD in October during National Crime Prevention month. This day, similar to National Night Out, gives the Police Department the opportunity to do Crime Prevention related community outreach by showcasing our police assets and hosting various police demonstrations. There will also be booths with displays related to various crime prevention and community safety topics for us to share with the community. The requested funds are for personnel costs and Crime Prevention related items for the public.

- 5. Citizen Crime Watch Award Dinner..... \$ 3,000.00

This request is to sponsor three tables for the upcoming Citizens Crime Watch Award Dinner. This dinner is hosted annually by Miami Dade Crime Watch Incorporated to recognize crime watch groups and members from around Miami Dade County. The Citizens Crime Watch members and Crime Prevention representatives will be attending this dinner.

State and Local LETF Status Report (as of 8/30/2013):

Surplus Carryover - 10/1/12 \$ 2,772,059.29

FY 2013 to Date:

Revenues	356,999.91
Council Appropriations	(120,924.28)
Expenditures	(1,014,279.69)

Total of this request 51,000.00

Balance Available for Expenditure \$ 1,993,855.23



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: Wednesday, September 11, 2013

RE: Litigation List

BACKGROUND:

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: September 11, 2013

LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

III. Other Litigation:

IV. Forfeitures:

CNMB v Zapata-Reves

SETTLED

*** CNMB v Magdalena-Ruiz/Gomez/Acosta-Sanchez/
Garcia-Morales**

V. Mortgage Foreclosures:

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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Douglas Gardens CMHC of Miami Beach, Inc. DBA Douglas Gardens A.C.L.F.

BACKGROUND: Douglas Gardens CMHC Miami Beach, Inc. DBA Douglas Gardens A.C.L.F. is requesting a Business Tax Receipt (BTR) for a Residential Treatment Facility as per Resolution R86-26A and R86-26B (Annual Review)

Per the City's Resolution R86-26A and R86-26B, final approval of this annual Business Tax Receipt is to be given by the City Council.

RECOMMENDATION: Approval
FISCAL IMPACT: None.
CONTACT PERSON(S): Shari Kamali, Director of Public Services
Eric Riel, City Planner

ATTACHMENTS:

- ▣ [Business Tax Receipt Application and Police Background Check](#)

CIAL USE

OCCUPATIONAL LICENSE APPLICATION

OFFICIAL USE

184408

RECEIVED
1986 AUG 19 AM 11:36
NMB CITY CLERK'S OFFICE



CITY OF NORTH MIAMI BEACH
17000 N.E. 21ST AVENUE

OFFICE OF THE CITY CLERK
NORTH MIAMI BEACH, FL 33162

Pursuant to the Code of Ordinances of the City of North Miami Beach and any Amendments thereto, I (WE) hereby make application for an Occupational License to conduct the business described below, and I (WE) expect to commence operation, or have commenced operation of said business on or about December 1, 1986.

TRANSFER DATA: Pursuant to the Code of Ordinances of the City of North Miami Beach, I (WE) hereby make application for TRANSFER of Occupational License No. 17427 (Account No. 57225-7) by reason of:

LOCATION: From 17000 N.E. 21 Ave.
To 17000 N.E. 21 Ave.

OWNERSHIP: From RISO APARTMENTS - ANTHONY T. RISO
To Douglas Gardens Community Mental Health Center of Miami Beach, Inc.

ADDITIONS, DELETIONS, AND/OR OTHER CHANGES:
Renovation to Adult Congregate Living Facility

<input checked="" type="checkbox"/>	NEW
<input checked="" type="checkbox"/>	TRANSFER
<input checked="" type="checkbox"/>	ADDITIONS
<input checked="" type="checkbox"/>	CHANGES
<input type="checkbox"/>	OTHER

BUSINESS ADDRESS: 17000 N.E. 21 Avenue NMB F1 33162
MAILING ADDRESS: 1007 Lincoln Road, Miami Beach, Fl. 33139
NAME OF INDIVIDUAL, FIRM, CORP., P.A., ETC.: Douglas Gardens CMHC of Miami Beach, Inc.
TRADE NAME: Douglas Gardens A.C.L.F.

DATE: _____
MAILED: 8/12/86
REC'D: 8/19/86
D.O.B.: _____
CLERK: jc

NAMES of ALL persons associated as Partners/Pres.- Ben B. Buten, 9110 W. Bay Harbor, Bay Harbor 33154
Officers/Mgrs./Sales People/etc. and their Director- Daniel T. Brady, dgcmhc, 1007 linc. rd., m. beach
TITLES and RESIDENCE ADDRESS System Admr.-Fred Stock, dgcmhc, residence-9312 n.e. 9th place
residence-733 n.e. 75 st. miami shores

PRIOR BUSINESS, Owner or Lessee _____

STATE FULL NATURE OF BUSINESS:	LICENSE FEE	CLASS or CODE No.
<u>Adult Congregate Living Facility (A.C.L.F.)</u>	<u>3.00</u>	<u>390.00</u>

CERTIFICATION DATA: Professional/Corporation _____ PERM. STATE No. _____ Annual Rowl. Ctf. # _____ Which expires: _____	STOCK/COST VALUE \$ _____	TELEPHONE No. Business <u>531-5341 & 531-8660</u> Residence <u>757-0573 & 756-0471 (6)</u> Emergency <u>757-0573 & 756-0471 (6)</u>
	No. Seats/Restaurant _____	
	No. Rooms/Apartments <u>16</u>	
	No. Washers/Dryers _____	
	No. Amusement Devices _____	
	No. Gasoline Pumps _____	

NOTICE

OCCUPATIONAL LICENSES ARE ISSUED ONLY AFTER APPROVAL OF ZONING, BUILDING, FIRE INSPECTIONS (WHERE APPLICABLE), PAYMENT OF SANITATION AND INPLANT FEE (WHERE APPLICABLE).
I CERTIFY THAT ALL INFORMATION SHOWN ABOVE TO BE TRUE AND CORRECT, AND I DO UNDERSTAND THAT THE SAID BUSINESS AND/OR PREMISE IS NONTRANSFERRABLE, WITHOUT CITY APPROVAL LICENSES OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT ARE NULL AND VOID.
Douglas Gardens Community Mental Health

[Handwritten signature]

OFFICIAL USE

OCCUPATIONAL LICENSE APPLICATION

OFFICIAL USE

184416

RECEIVED
AUG 19 AM 11:36
CITY CLERK'S OFFICE
CITY OF NORTH MIAMI BEACH
17011 N.E. 19th AVENUE



OFFICE OF THE CITY CLERK
NORTH MIAMI BEACH, FL 33162

Pursuant to the Code of Ordinances of the City of North Miami Beach and any Amendments thereto, I (WE) hereby make application for an Occupational License to conduct the business described below, and I (WE) expect to commence operation, or have commenced operation of said business on or about December 1, 1986

TRANSFER DATA: Pursuant to the Code of Ordinances of the City of North Miami Beach, I (WE) hereby make application for TRANSFER of Occupational License No. 17428 (Account No. 57250-4) by reason of:

LOCATION: From 17030 N.E. 21 Ave.
To 17030 N.E. 21 Ave.

OWNERSHIP: From RISO APARTMENTS - ANTHONY RISO
To Douglas Gardens Community Mental Health Center of Miami Beach, Inc.

ADDITIONS, DELETIONS, AND/OR OTHER CHANGES: <u>Renovation to Adult Congregate Living Facility</u>	<input type="checkbox"/> NEW
	<input checked="" type="checkbox"/> TRANSFER
	<input type="checkbox"/> ADDITIONS
	<input checked="" type="checkbox"/> CHANGES
	<input type="checkbox"/> OTHER

BUSINESS ADDRESS: <u>17030 N.E. 21 Avenue NMB F1 33162</u>	DATE: _____
MAILING ADDRESS: <u>1007 Lincoln Road, Miami Beach, Fl. 33139</u>	MAILED: <u>8/12/86</u>
NAME OF INDIVIDUAL, FIRM, CORP., P.A., ETC.: <u>Douglas Gardens CMHC of Miami Beach, Inc.</u>	REC'D: _____
TRADE NAME: <u>Douglas Gardens A.C.L.F.</u>	D.O.B.: _____
	CLERK: <u>jc</u>

NAMES of ALL persons associated as Partners/Pres.-Ben B. Euten, 9110 W. Bay Harbor, Bay Hbr. 33154
Officers/Mgrs./Sales People/etc. and their Director-Daniel T. Brady, 9312 N.E. 9th Pl, Miami Shores 33
TITLES and RESIDENCE ADDRESS System Administrator-Fred Stock, 733 N.E. 75 St.

PRIOR BUSINESS, Owner or Lessee _____

STATE FULL NATURE OF BUSINESS:	LICENSE FEE	CLASS or CODE No.
<u>Adult Congregate Living Facility (A.C.L.F.)</u>	<u>3.00</u>	<u>390.00</u>
	<u>90.00</u>	

CERTIFICATION DATA: Professional/Corporation _____ PERM. STATE No. _____ Annual Rnwl. Ctf. # _____ Which expires: _____	STOCK/COST VALUE \$ _____	TELEPHONE No. Business <u>531-5341 & 531-8660</u> Residence <u>757-0573 & 756-0471</u> Emergency <u>757-0573 & 756-0471</u>
	No. Seats/Restaurant _____	
	No. Rooms/Apartments <u>4</u>	
	No. Washers/Dryers _____	
	No. Amusement Devices _____	
	No. Gasoline Pumps _____	

NOTICE

OCCUPATIONAL LICENSES ARE ISSUED ONLY AFTER APPROVAL OF ZONING, BUILDING, FIRE INSPECTIONS (WHERE APPLICABLE), PAYMENT OF SANITATION AND INPLANT FEE (WHERE APPLICABLE).

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Douglas Gardens Community Mental Health

Ad D.H.



Larry Gomer
Chief of Police

CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

A STATE ACCREDITED LAW ENFORCEMENT AGENCY



www.nmbpd.org

TO: Larry Gomer, Chief of Police and Shari Kamali, Public Services Director

FROM: Sgt. G. Kogan

DATE: August 12, 2013

RE:

Douglas Gardens CMHC of Miami Beach, Inc.
D/B/A Douglas Gardens A.C.L.F.
17000 NE 21 Ave
17030 NE 21 Ave
North Miami Beach, FL 33162

Per your request a records check on the listed business was completed. Records revealed that STELLA DAVIDOVIC, STEVE PHILLIP, DANIEL BRADY, MICHAEL MOWATT nor KRISTINA BRYN have any criminal history to report. No negative information was located on this business.

There has been one report documented since 09/01/2012 at the business location for criminal mischief 2013-0709-04. No significant calls for service could be reported.

DATE	TIME	OFFICER	LOCATION	DESCRIPTION
12/05/2012	15:43:48	12685854	17000 NE 21 AV	144C AS/ST CITIZEN
04/08/2013	09:51:55	13015962	17000 NE 21 AV	27 THEFT A4
04/25/2013	12:23:04	13024558	17000 NE 21 AV	341 SICK INJURED P.
05/04/2013	20:43:38	13026682	17000 NE 21 AV	49FA FIRE ALARM
05/04/2013	23:08:00	13026695	17000 NE 21 AV	49FA FIRE ALARM
05/19/2013	12:24:20	13030216	17000 NE 21 AV	341 SICK INJURED P.
06/26/2013	15:59:16	13040307	17000 NE 21 AV	13FP FOOT FRUIT
08/05/2013	05:23:38	13050975	17000 NE 21 AV	13 WATCH ORDER
07/08/2013	06:25:12	13043719	17000 NE 21 AV	49FA FIRE ALARM
07/08/2013	07:02:04	13044034	17000 NE 21 AV	26V BURGLARY TO A.
08/01/2013	23:54:24	13049741	17000 NE 21 AV	13 WATCH ORDER
08/02/2013	03:21:58	13049772	17000 NE 21 AV	13 WATCH ORDER
08/04/2013	00:57:43	13050310	17000 NE 21 AV	13 WATCH ORDER
08/04/2013	16:16:41	13050431	17000 NE 21 AV	13 WATCH ORDER
08/05/2013	20:53:33	13050712	17000 NE 21 AV	13 WATCH ORDER
08/08/2013	03:06:36	13051238	17000 NE 21 AV	13 WATCH ORDER
08/09/2013	20:07:54	13051537	17000 NE 21 AV	13 WATCH ORDER



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-57 (Finance Director Janette Smith)

BACKGROUND: On December 1, 2004, the City entered into a loan agreement with the Florida Municipal Loan Council (FMLC) in the amount of \$7,765,000 to fund various transit and transportation projects. The interest rate on the loan is 5% per year for the remaining life of the loan. The FMLC also charges 12.5 basis points for administrative fees. The loan agreement provides for call dates beginning after December 1, 2013. Because market rates are at historic lows, staff requested proposals to refinance the loan agreement.

RECOMMENDATION: Staff recommends approval and authority to enter into a loan agreement in substantially the form attached with BB&T at a bank-qualified interest rate of 1.71% per year.

FISCAL IMPACT: The bond refunding will result in a savings in debt service interest payments of approximately \$50,000 per year and a net present value savings of approximately \$352,000 over the 6 year life of the loan.

CONTACT PERSON(S): Janette Smith, Finance Director

ATTACHMENTS:

- ❑ [Resolution No. R2013-57](#)
- ❑ [Exhibit D](#)

RESOLUTION NO. R2013-57

A RESOLUTION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF A TRANSIT SYSTEM SURTAX REFUNDING REVENUE NOTE, SERIES 2013 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,950,000, TO REFUND A PORTION OF AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; PROVIDING THAT THE SERIES 2013 NOTE SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM THE PLEDGED REVENUES, AS DEFINED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2013 NOTE; FINDING THE NECESSITY OF A PRIVATE NEGOTIATED SALE; PROVIDING FOR THE PRIVATE NEGOTIATED SALE OF THE SERIES 2013 NOTE TO BRANCH BANKING AND TRUST COMPANY PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE NOTE "BANK QUALIFIED" STATUS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE,

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

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

"Act" means the Constitution of the State of Florida; Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

"Authorized Denominations" means the stated amount of the Series 2013 Note, as reduced by payment of principal thereof.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Owner is closed.

"City Attorney" means the City Attorney of the Issuer, or any deputy, assistant, acting or interim City Attorney, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Clerk" means the City Clerk of the Issuer, or any deputy, assistant, acting or interim City Clerk, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Council" means the City Council, as the governing body of the Issuer.

"City Manager" means the City Manager of the Issuer, or any deputy, assistant, acting or interim City Manager, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Finance Director" means the Finance Director or any deputy, assistant, acting or interim Finance Director, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Financial Advisor" means First Southwest Company and its successors or assigns or such Person appointed by the Issuer.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Issuer" means the City of North Miami Beach, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"Lender" means Branch Banking and Trust Company.

"Mayor" means the Mayor of the Issuer or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Owner" or *"Owners"* means the Person or Persons in whose name or names the Series 2013 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies and other legal entities.

"Pledged Revenues" means the Transit System Surtax paid to the Issuer pursuant to the Interlocal Agreement dated August 18, 2003, between the Issuer and Miami-Dade County, Florida.

"Principal Office" means, with respect to the Lender, the office located at 5130 Parkway Plaza Boulevard, Building No. 9, Charlotte, North Carolina 28217, or such other office as the Lender may designate to the Issuer in writing.

RESOLUTION NO. R2013-57

"Refunded Loan" means the loan from the Florida Municipal Loan Council to the Issuer funded from the proceeds of the Florida Municipal Loan Council Revenue Bonds, Series 2003B, secured by the Loan Agreement dated as of December 1, 2003, between the Florida Municipal Council and the Issuer, maturing in the years 2014 through and including 2019.

"Registrar" means, with respect to the Series 2013 Note, the City Clerk, or any registrar for the Series 2013 Note appointed by or pursuant to a supplemental resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to a supplemental resolution.

"Series 2013 Note" means the City of North Miami Beach, Florida Transit System Surtax Refunding Revenue Note, Series 2013, authorized pursuant to this Resolution.

"State" means the State of Florida.

"Transit System Surtax" means the "Charter County Transit System Surtax" imposed by Miami-Dade County, Florida pursuant to their Ordinance 02-116, enacted July 9, 2002, and approved by the voters of Miami-Dade County, Florida by referendum held November 5, 2002, under the authority of Section 212.055(1), Florida Statutes.

Section 3: Findings.

(A) For the benefit of the inhabitants of the Issuer, the City Council finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to refinance the Refunded Loan, the proceeds of which were used to finance the construction of certain transportation improvements, in order to achieve debt service savings. Issuance of the Series 2013 Note to finance the cost of refinancing the Refunded Loan satisfies a paramount public purpose.

(B) The debt service on the Series 2013 Note will be secured by a pledge of and lien upon the Pledged Revenues. The Pledged Revenues are anticipated to be sufficient to pay all principal of and interest and prepayment premium, if any, on the Series 2013 Note, as the same becomes due, and to make all deposits or payments required by this Resolution.

(C) Neither the Issuer nor the State or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay debt service on the Series 2013 Note, and the Series 2013 Note shall not constitute a lien upon any properties owned by or situated within the Issuer, except as provided herein with respect to the Pledged Revenues, in the manner and to the extent provided by this Resolution.

(D) On June 27, 2013, the Issuer issued RFP No. 2013-07 for the "Advanced Refunding of Florida Municipal Loan Council Series 2003B Loan" (the "RFP") with a due date of August 7, 2013. After reviewing the four responses to the RFP, and upon consideration of the recommendation of the selection committee, the Issuer has determined that the response received

from the Lender, a copy of which is attached hereto as Exhibit D (the "Commitment"), best suits the present borrowing needs of the Issuer.

(E) Because of the characteristics of the Series 2013 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2013 Note, it is in the best interest of the Issuer to accept the Commitment of the Lender to purchase the Series 2013 Note based upon a review of the responses to the RFP. Prior to the issuance of the Series 2013 Note, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 4: Authorization. The issuance of an obligation of the Issuer to be known as the "City of North Miami Beach, Florida Transit System Surtax Refunding Revenue Note, Series 2013" is hereby approved and authorized, in the principal amount of not to exceed \$3,950,000 for the purpose of providing funds to refinance the Refunded Loan and to pay the costs of issuing the Series 2013 Note. Further, the refinancing of the Refunded Loan is hereby approved. The Refunded Loan is hereby called for prepayment on December 1, 2013, or such other date selected by the Finance Director and acceptable to the Lender, subject only to the issuance of the Series 2013 Note in an amount sufficient to accomplish the refinancing of the Refunded Loan and the purchase of the Series 2013 Note by the Lender.

Section 5: Description of Series 2013 Note. The Series 2013 Note shall be dated the date of its execution and delivery, which shall be a date agreed to by the Issuer and the Lender, subject to the following terms:

(A) **Interest Rate.** The Series 2013 Note shall have a fixed interest rate equal to 1.71% (subject to adjustment upon the occurrence of certain events as provided herein and in the Series 2013 Note). Interest shall be calculated on the basis of twelve 30-day months and a 360-day year.

(B) **Principal and Interest Payment Dates.** Interest on the Series 2013 Note shall be paid semi-annually on each June 1 and December 1, commencing December 1, 2013. Principal on the Series 2013 Note shall be paid annually commencing December 1, 2013, in the amounts set forth in the Series 2013 Note with a final maturity date of December 1, 2019.

(C) **Prepayment of the Series 2013 Note.** The Series 2013 Note shall be subject to prepayment on any scheduled payment date at the option of the Issuer in whole, but not in part, upon five (5) days prior written notice to the Owner at a price equal to 101% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment. Notwithstanding anything herein or in the Series 2013 Note to the contrary, the Owner shall not be required to surrender or cancel the Series 2013 Note until it has received all amounts owing thereunder.

(D) **Form of the Series 2013 Note.** The Series 2013 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be

approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Series 2013 Note shall originally be issued in a single Series 2013 Note in an aggregate principal amount equal to or less than \$3,950,000 as agreed to by the Issuer and the Lender. The Series 2013 Note shall only be transferred in whole.

(F) Reserve Requirement. There shall be no reserve fund required to be established for the Series 2013 Note.

Section 6: *Execution and Authentication of the Series 2013 Note.*

(A) The Series 2013 Note shall be executed with the manual or facsimile signature of the Mayor and the official seal of the Issuer and shall be attested with the manual or facsimile signature of the City Clerk and approved as to legal sufficiency by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Series 2013 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2013 Note so signed and sealed have been actually sold and delivered, such Series 2013 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2013 Note had not ceased to hold such office. The Series 2013 Note may be signed and sealed by such person who at the actual time of the execution of the Series 2013 Note shall hold the proper office of the Issuer, although, at the date of the Series 2013 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2013 Note shall be actually sold and delivered.

(B) The Series 2013 Note secured hereunder or entitled to the benefit hereof shall not be valid or obligatory for any purpose unless there shall be manually endorsed on such Series 2013 Note a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Series 2013 Note shall be conclusive evidence that such Series 2013 Note has been duly authenticated and delivered under this Resolution.

Section 7: *Registration and Exchange of Series 2013 Note; Persons Treated as Owners.*
The Series 2013 Note will initially be registered to the Lender. So long as the Series 2013 Note shall remain unpaid, the Registrar will keep books for the registration and transfer of the Series 2013 Note. The Series 2013 Note shall be transferable only upon such registration books and in Authorized Denominations.

The Person in whose name the Series 2013 Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Series 2013 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2013 Note to the extent of the sum or sums so paid.

Section 8: *Series 2013 Note Mutilated, Destroyed, Stolen or Lost.* In case the Series 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2013 Note of like tenor as the Series 2013 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Series 2013 Note, or in lieu of and in substitution for the Series 2013 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer reasonable proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2013 Note so surrendered shall be canceled.

Section 9: *Payment of Series 2013 Note; Limited Obligation.* The Issuer promises that it will promptly pay the Series 2013 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2013 Note shall not be or constitute general obligations or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable from the Pledged Revenues, in the manner and to the extent provided herein. No holder of any Series 2013 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay the Series 2013 Note, or be entitled to payment of the Series 2013 Note from any funds of the Issuer except from the Pledged Revenues, in the manner and to the extent provided herein. Nothing in this section shall be construed as to limit the Issuer's ability to use any Pledged Revenues to make any payments coming due.

Section 10: *Security for the Series 2013 Note.* The payment of the principal of and interest on the Series 2013 Note shall be secured forthwith by a pledge of and lien on the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of and the interest on the Series 2013 Note. The Pledged Revenues shall be subject to this pledge immediately upon the issuance and delivery of the Series 2013 Note, without any physical delivery by the Issuer of the Pledged Revenues or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

Section 11: *Application of Proceeds of Series 2013 Note.* At the time of delivery of the Series 2013 Note, proceeds from the sale of the Series 2013 Note shall be used to refinance the Refunded Loan and to pay the costs of issuance (including but not limited to legal fees and expenses).

Section 12: *Application of Revenues.* For so long as any of the principal of and interest on the Series 2013 Note shall be outstanding and unpaid or until the Issuer has made provision for payment of principal of and interest, with respect to the Series 2013 Note, the Issuer covenants as follows:

(A) **Funds and Accounts.** The Issuer covenants and agrees to establish separate funds to be known as the "Revenue Fund," the "Debt Service Fund," with an "Interest Account" and "Principal Account" therein, and the "Rebate Fund." Moneys in the aforementioned funds, other than the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a

lien and charge in favor of the Owner and for the further security of the Owner.

The Issuer may, but shall not be required to, at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than \$5,000,000.

All deposits into the funds and accounts created by this Resolution shall be deemed to be held in trust by the Issuer for the benefit of the Owner for the purposes herein provided and used and applied only for the purposes and in the manner herein provided.

(B) Flow of Funds.

(1) The Issuer shall deposit all the Pledged Revenues into the Revenue Fund in the amount necessary to pay the interest accrued and due and principal due on the Series 2013 Note. The moneys in the Revenue Fund shall be deposited or credited on or before the 28th day of each month, commencing with the month in which delivery of the Series 2013 Note shall be made to the Lender, or such later date as hereinafter provided, in the following manner and in the following order of priority:

(a) Debt Service Fund.

(i) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal one-sixth (1/6th) (or such fraction as is based on the greater or lesser number of months from the date of issuance to the first interest payment date) of the interest on the Series 2013 Note accrued and unpaid and payable on the next interest payment date. Moneys in the Interest Account shall be applied by the Issuer to pay interest on the Series 2013 Note as and when the same shall become due, whether by redemption or otherwise, and for no other purpose.

(ii) Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal one-twelfth (1/12th) (or such fraction as is based on the greater or lesser number of months from the date of issuance to the first principal payment date) of the principal amount of the Series 2013 Note which will mature and become due on the next principal payment date. Moneys in the Principal Account shall be applied by the Issuer to pay the principal of the Series 2013 Note as and when the same shall

become due, whether at maturity or otherwise, and for no other purpose.

(b) Balance. The balance of any moneys after the deposits required by Section 12(B)(1)(a) hereof may be transferred to any appropriate fund or account of the Issuer to be used for any lawful purpose.

(2) The Issuer, in its discretion, may use moneys in the Debt Service Fund to prepay the principal or interest coming due in future years, in accordance with the provisions hereof and in the Series 2013 Note.

(3) On the date established for payment of any principal of or redemption price, if applicable, or interest on the Series 2013 Note, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or redemption price, if applicable, or interest and deposit such moneys with the Owner.

(C) Rebate Fund. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Owner shall have no right to have the same applied for debt service on the Series 2013 Note. The Issuer agrees to undertake all actions required of it in its arbitrage certificate, dated the date of issuance of the Series 2013 Note, relating to such Series 2013 Note, including, but not limited to:

(1) making a determination in accordance with the Code of the amount, if any, required to be deposited in the Rebate Fund;

(2) depositing the amount determined in clause (1) above into the Rebate Fund;

(3) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(4) keeping such records of the determinations made pursuant to this Section as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Series 2013 Note.

The provisions of the above-described arbitrage certificate may be amended from time to time as shall be necessary, in the opinion of Note Counsel, to comply with the provisions of the Code.

(D) The designation and establishment of the various funds and accounts in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as provided in the Resolution.

RESOLUTION NO. R2013-57

Section 13: *Additional Debt.* The Issuer shall not issue additional debt secured by the Pledged Revenues ("Additional Debt") while the Series 2013 Notes are outstanding unless, prior to the date of issue of any Additional Debt, the Issuer shall have provided the Owner with a certificate of the Issuer, in form and substance satisfactory to the Owner, certifying that:

(A) the Pledged Revenues for any consecutive twelve (12) out of eighteen (18) months prior to the issuance of Additional Debt are at least equal to 1.35 times the projected maximum annual debt service on all debt, including the Additional Debt, secured by the Pledged Revenues, and

(B) at the time of the issuance of the Additional Debt that the Issuer is not in default of any of the provisions, covenants and agreements hereof; and

(C) for the purpose of calculating the projected maximum annual debt service on variable rate bonds or notes, use the average rate for the prior twelve (12) months; and

(D) the provisions in subsection (A) shall not apply if such Additional Debt are refunding existing debt secured by the Pledged Revenues and the projected debt service is the same or lower than the debt being refunded.

Section 14: *Covenants of the Issuer.*

(A) The Issuer shall provide the Owner of the Series 2013 Note its Comprehensive Annual Financial Report (including audited financial statements and a statistical section, if any) for each Fiscal Year of the Issuer not later than 210 days after the close of such Fiscal Year. The financial statements shall be prepared in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Audit Standards issued by the Comptroller General of the United States, and audited by an independent certified public accountant.

(B) The Issuer shall provide the Owner of the Series 2013 Note a copy of its annual budget within 30 days of approval by the City Council.

(C) The City Council will not take any action to repeal or prevent the collection of the Pledged Revenues, and the City Council will take all action necessary to remain eligible to receive the Pledged Revenues.

Section 15: *Sale of Series 2013 Note.* The Commitment of the Lender to purchase the Series 2013 Note is hereby accepted, and the sale of the Series 2013 Note is hereby awarded to the Lender. Sale of the Series 2013 Note is subject to satisfaction of the conditions precedent of the Lender, the satisfaction of which shall be evidenced by acceptance of the Series 2013 Note and payment therefor by the Lender.

Section 16: *Tax-Exemption.* The Issuer covenants with the Owner of the Series 2013 Note that it shall not use the proceeds of such Series 2013 Note in any manner which would

cause the interest on such Series 2013 Note to be or become includable in the gross income of the Owner for federal income tax purposes and the Issuer further covenants with the Owner of the Series 2013 Note that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Series 2013 Note from the gross income of the Owner for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

Section 17: *Events of Default; Remedies of Noteholder.* The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2013 Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Series 2013 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following receipt of written notice of such default; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Series 2013 Note may, in addition to any remedy authorized in the Series 2013 Note, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof.

Section 18: *Bank Qualified.* The Issuer designates the Series 2013 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during calendar year 2013 to issue more than \$10,000,000 of "tax-exempt" obligations, exclusive of any private activity bonds, as defined in Section 141(a) of the Code.

Section 19: *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2013 Note except with the written consent of the Owner of the majority of the principal amount of the Series 2013 Note.

Section 20. *Impairment of Contract.* The Issuer covenants with the Owner of the Series 2013 Note that it will not, without the written consent of the Owner of the Series 2013 Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Series 2013 Note hereunder. The pledging of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council. The Issuer covenants that it will not impair or adversely affect the power and right of the Issuer to receive the Pledged Revenues. The Issuer will proceed diligently to

perform legally and effectively all steps required on its part in the levy and collection of the Pledged Revenues and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law.

Section 21: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2013 Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 22: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall be stricken solely to the extent of the invalidity and shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 23: *Business Days.* In any case where the date of maturity of interest on or principal of the Series 2013 Note or the date fixed for redemption of the Series 2013 Note shall be a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and redemption premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment shall accrue for the period after such date.

Section 24: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 25: *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 26: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 27: *Members of the City Council Exempt from Personal Liability.* No recourse under or upon any obligation, covenant or agreement of this Resolution or the Series 2013 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council (the "Members"), as such, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Members, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and

all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Member, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, on the part of the Issuer.

Section 28: *Authorizations.* The Mayor, the City Manager, the City Clerk, the City Attorney, the Finance Director and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2013 Note and are authorized and empowered, collectively or individually, to take all action and steps, to make such representations and certificates, and to execute all instruments documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2013 Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 29: *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 30: *No Third Party Beneficiaries.* Except such other persons as may be expressly described in this Resolution or in the Series 2013 Note, nothing in this Resolution or in the Series 2013 Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Series 2013 Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the persons who shall from time to time be the holders.

Section 31: *Effective Date.* This Resolution shall be in full force and 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 September, 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

RESOLUTION NO. R2013-57

EXHIBIT A

FORM OF SERIES 2013 NOTE

ANY OWNER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF NORTH MIAMI BEACH
TRANSIT SYSTEM SURTAX REFUNDING REVENUE NOTE, SERIES 2013

MATURITY DATE
December 1, 2019

INTEREST RATE
1.71%

DATED DATE
September __, 2013

REGISTERED OWNER: BRANCH BANKING AND TRUST COMPANY

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that the City of North Miami Beach, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided, upon presentation and surrender hereof at the office of the Registrar, initially the City Clerk of the Issuer, from the revenues hereinafter mentioned, the Principal Amount identified above in annual installments in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at its address as it appears on the registration books of the Issuer, interest on said principal sum at the Interest Rate per annum set forth above, subject to adjustment as hereinafter provided, commencing from the date of registration and authentication of this Note. Notwithstanding the foregoing, for so long as this Note is owned by Branch Banking and Trust Company, and its successors and assigns (the "Lender"), the principal of and interest on this Note shall be payable to the Lender at such address as is provided by the Lender in writing to the Issuer without presentation of this Note (except with respect to the final payment of principal hereunder).

Interest (calculated on the basis of twelve 30-day months and a 360-day year) shall be payable semi-annually on the outstanding principal amount on June 1 and December 1, commencing on December 1, 2013, and principal shall be payable annually commencing December 1, 2013. The principal and interest payments shall be in the amounts set forth in the payment schedule attached hereto as Schedule I, with all remaining amounts due and payable in full on December 1, 2019.

RESOLUTION NO. R2013-57

If for any reason the interest on this Note becomes includable in the gross income of the Registered Owner for Federal income tax purposes (an "Event of Taxability"), from the effective date on which the interest is first includable in the gross income of the Registered Owner, the interest rate of this Note shall be adjusted to ensure that the anticipated after tax yield contemplated by the Registered Owner at the time of issuance of this Note is received. In addition to the foregoing, the Issuer shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the Registered Owner on account of an Event of Taxability. All such additional interest, additions to tax and penalties shall be paid promptly following the date the Registered Owner advises the Issuer of such Event of Taxability. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

Should subsequent but currently unforeseen actions by the Issuer cause this Note to not be classified as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, the interest rate on this Note shall be adjusted to that level necessary to ensure that the anticipated after tax yield contemplated by the Registered Owner at the time of issuance of this Note is received. In addition, in the event that the interest on this Note is ever determined to be taxable for purposes of state income taxation, or in the event that any or all of the interest on this Note is deemed to be included in the gross income of the Registered Owner for state income taxation, or in the event the Registered Owner is unable to deduct any other amounts as a result of purchasing or carrying this Note, or in the event of a change in the alternative minimum tax or in the method of calculating the alternative maximum tax to which the Registered Owner may be subject, or in the event of any action which would otherwise decrease the after tax yield to the Registered Owner, the interest on this Note shall be adjusted to that level necessary to ensure that the anticipated after tax yield contemplated by the Registered Owner at the time of issuance of this Note is received. In no event, however, shall the interest rate on this Note exceed the maximum rate permitted by law.

This Note shall be subject to prepayment at the option of the Issuer in whole, but not in part, on any scheduled payment date upon five (5) days prior written notice to the Registered Owner at a price equal to 101% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment. Notwithstanding anything in the Resolution or in this Note to the contrary, the Registered Owner shall not be required to surrender or cancel this Note until it has received all amounts owing hereunder.

This Note in the aggregate principal amount of \$_____ is issued primarily to refinance the Issuer's outstanding loan from the Florida Municipal Loan Council dated as of December 1, 2003, in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, the Charter of the Issuer, and a resolution duly adopted by the Issuer on September __, 2013 (the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Note is payable from and secured by the "Charter County Transit System Surtax" imposed by Miami-Dade County, Florida pursuant to their Ordinance 02-116, enacted July 9,

RESOLUTION NO. R2013-57

2002, and approved by the voters of Miami-Dade County, Florida by referendum held November 5, 2002, under the authority of Section 212.055(1), Florida Statutes, and paid to the Issuer pursuant to the Interlocal Agreement dated August 18, 2003, between the Issuer and Miami-Dade County, Florida (the "Pledged Revenues"), as described in the Resolution.

In any case where the date of maturity of interest on or principal of this Note or the date fixed for redemption of this Note shall be a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and redemption premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment shall accrue for the period after such date.

This Note does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Note that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Note or the making of any other payments provided for in the Resolution. The Issuer shall not be obligated to pay this Note from any revenues, except the Pledged Revenues, and neither the faith and credit nor the taxing power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, or the interest on, this Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the Constitution and Statutes of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional, statutory, or charter limitation or provision.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Note is registerable by the Registered Owner hereof in person or by its attorney or legal representative at the principal office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Note.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City has caused this Note to be signed by the Mayor, on behalf of the City Council, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk, either

manually or with facsimile signature, and approved as to legal sufficiency by the City Attorney, either manual or with facsimile signature, and this Note to be dated the Dated Date set forth above.

CITY OF NORTH MIAMI BEACH, FLORIDA

(SEAL)

By: _____
George Vallejo, Mayor

ATTEST:

By: _____
Pamela L. Latimore, City Clerk

APPROVED AS TO FORM:

By: _____
Darcee S. Siegel, City Attorney

CERTIFICATE OF AUTHENTICATION

This Note is one of the notes issued under the provisions of the within mentioned Resolution.

City Clerk of the City of North Miami
Beach, Florida
Registrar, as Authenticating Agent

Date of Authentication:

September __, 2013

By: _____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) _____ the attached Note of the City of North Miami Beach, Florida, and does hereby constitute and appoint _____, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution and in the premises.

Date: _____

Signature Guaranteed by:

[member firm of the New York Stock Exchange or a commercial bank or trust company.]

By: _____
Title: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied

SCHEDULE I
DEBT SERVICE SCHEDULE

RESOLUTION NO. R2013-57

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Lender") has not required the City of North Miami Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Transit System Surtax Refunding Revenue Note, Series 2013 (the "Series 2013 Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2013 Note, is relying on Bryant Miller Olive P.A. ("Note Counsel") or Darcee S. Siegel, Esquire (the "City Attorney") as to any such matters other than the legal opinions rendered by Note Counsel and the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2013-____ duly adopted by the Issuer on September __, 2013 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2013 Note as an investment for our own account and not with a present view to a resale or other distribution to the public. Nonetheless, we reserve the right to sell the Series 2013 Note. We understand that the Series 2013 Note may not be transferred in a denomination less than the principal amount outstanding, under any circumstance.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2013 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Series 2013 Note, and have the ability to bear the economic risk of our investment in the Series 2013 Note.

We have made our own inquiry, independent investigation, due diligence and analysis with respect to the Series 2013 Note and acknowledge that we have either been supplied with or been given access to information, to which a reasonable purchaser would attach significance in making investment decisions (provided that we do not waive any rights we may have against the Issuer or its representatives with respect to any information so supplied or any misstatements or omissions).

DATED this ____ day of September, 2013.

BRANCH BANKING AND TRUST COMPANY

By: _____
Name: Michael C. Smith
Title: Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser (the "Lender"), has negotiated with the City of North Miami Beach, Florida (the "Issuer") for the private purchase of its Transit System Surtax Refunding Revenue Note, Series 2013 (the "Series 2013 Note"), in the principal amount of \$ _____. Prior to the award of the Series 2013 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Series 2013 Note (such fees and expenses to be paid by the Issuer):

Lender Credit Review Fee and Lender Counsel Fee
\$3,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2013 Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2013 Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Series 2013 Note is being issued primarily to finance the cost of refinancing the Refunded Loan, as defined in Resolution No. 2013-____ duly adopted by the Issuer on September __, 2013, as it relates to the Series 2013 Note. Unless earlier redeemed, the Series 2013 Note is expected to be repaid at the end of approximately six (6) years and three (3) months. At a fixed interest rate of 1.71% total interest paid over the life of the Series 2013 Note is approximately \$ _____ and issuance of the Series 2013 Note will result in maximum of approximately \$ _____ of Pledged Revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2013 Note.

6. The name and address of the Lender is as follows:

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard
Building No. 9
Charlotte, North Carolina 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this ____ day of September, 2013.

BRANCH BANKING AND TRUST COMPANY

By: _____
Name: Michael C. Smith
Title: Vice President

EXHIBIT D

COMMITMENT LETTER FROM LENDER



255 S. Orange Avenue, 10th Floor
Orlando, FL 32801
(407) 241-3570
Fax (877) 320-4453

August 7, 2013
(Revised August 27, 2013)

Mr. Brian K. O'Connor
Chief Procurement Officer
City of North Miami Beach
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL

Dear Mr. O'Connor:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of North Miami Beach, FL ("City").

- (1) **Projects:** Advance Refunding of the City's Florida Municipal Loan Council Revenue Bonds, Series 2003B ("Note")
- (2) **Amounts to be financed:** Not to exceed \$3,950,000.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
December 1, 2019	1.71%

Interest payments shall be due semiannually commencing December 1, 2013, and will continue each June 1 and December 1 thereafter through final maturity. Principal payments shall be due annually commencing December 1, 2013 and will continue each December 1 thereafter through final maturity. Interest on the principal balance will accrue based on a 30/360 day count basis. Upon being awarded this transaction BB&T must approve the final amortization schedule.

The interest rate stated above is valid for a closing date not later than September 20, 2013. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

BB&T's legal review expenses and underwriting fees for this financing transaction shall be \$3,500.00. All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The financing documents shall allow for the prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T.

The stated interest rate above assumes that the City expects to borrow \$10,000,000 or less in the calendar year 2013 and that the financing shall comply with the applicable IRS Code Sections 141, 148, 149(e), 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

(5) Security:

The financing shall be secured by a pledge of and lien upon the Charter County Transit System Surtax proceeds levied by Miami-Dade County and remitted to the City pursuant to the Interlocal Agreement dated August 18, 2003. If the City issues any future debt that is secured by this same pledge the City will be required to meet an additional bonds test with a minimum of 1.35x coverage.

* * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (407) 241-3570 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Michael C. Smith
Vice President



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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Resolution No. R2013-59 (Public Services Director Shari Kamali)

BACKGROUND: The applicant, AP Land Properties Corp., requests site plan approval and a variance for the construction of a 6,616 square foot two (2) story single-family house on a 14,900 square foot (0.34 acre) vacant lot located at 16496 NE 32 Avenue, in the RS-1, Single-Family Zoning District.

Request for variance is as follows:

1. A variance from Section 24-41(D)(9)(a) to waive the minimum roof pitch requirement of three and one-half feet in twelve feet (3.5'/12'). Roof pitch of a quarter inch in one foot (.25"/1') is proposed for portions (11%) of the roof.

RECOMMENDATION: Approval.
FISCAL IMPACT: No Fiscal Impact
CONTACT PERSON(S): Shari Kamali, Director of Public Services

ATTACHMENTS:

- [Minutes](#)
- [16496ne32aveMaps](#)
- [Item 13-552](#)
- [Resolution No. R2013-59](#)



City of North Miami Beach, Florida

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING & ZONING BOARD MEETING

MONDAY, AUGUST 12, 2013

Attendees:

Members - Chairman Evan Piper Patricia Lee Minoux, Assistant City Attorney
 Julian Kreisberg Shari Kamali, Public Services Director
 Joseph Litowich Lisa Edmondson, 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.

Approval of Minutes:

1. Meeting of Monday, July 8, 2013

A motion was made by Joseph Litowich, seconded by Julian Kreisberg, to approve. In a voice vote, the motion passed unanimously.

2. Special Meeting of Monday, July 22, 2013

A motion was made by Joseph Litowich, seconded by Julian Kreisberg, to approve. In a voice vote, the motion passed unanimously.

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.

OLD BUSINESS

Ms. Kamali provided the following status report:

1. Item 13-547 Rezoning (B-1 to B-2)
17071 West Dixie Highway

This Item was tabled at the Applicant's request, pending the creation of a new zoning district to be called B-1.5.

2. Item 13-546 LDR Text Amendments
Administrative Code Waiver Process

Approved by City Council upon second reading.

3. Item 13-548 Conditional Use Approval (Package Liquor Store)
13555 Biscayne Boulevard

Approved by City Council.

4. Item 13-550 Comprehensive Plan Text Amendment
Deletion of Policy 1.8.3

Approved upon first reading.

5. Item 13-551 LDR Text Amendment
Notices for Comprehensive Plan Amendments

Approved upon first reading.

6. Item 13-545 Site Plan Review & Conditional Uses (Parkview Business Center)
17400 West Dixie Highway

Will be read at August 20, 2013 City Council meeting.

NEW BUSINESS

Item 13-552: Site Plan Review: 16496 NE 32 Avenue: Single-Family Home

Ms. Kamali stated that the subject property is a single-family, two-story home, zoned RS-1. It is before the Board due to its 11% flat roof, which is not automatically permitted by Code. The Applicant is requesting a variance for the property.

David Trautman, architect for the Applicant, explained that the lot on which the house will be built has an unusual shape, as it is located at the end of a cul-de-sac and abuts a waterway. He has worked to mitigate the mass of the building by incorporating flat roofs between pitched roofs. He provided the Board members with renderings of the site as seen from the waterway and cul-de-sac, as well as the site plan, floor plan, and elevations. The flat roof is located on the building's second level and cannot be seen from the street or the surrounding homes.

Chairman Piper opened the floor to public comment. As there were no members of the public wishing to speak on the Item, public comment was closed.

Ms. Kamali stated that Staff recommends approval of the Item, subject to the 10 conditions listed in the Staff Report. The Applicant agreed to accept all the conditions.

A motion was made by Julian Kreisberg, seconded by Joseph Litowich, to approve with the 10 conditions. In a roll call vote, the motion passed with a vote of 5-0.

Chairman Evan Piper	YES
Joseph Litowich	YES

Hector Marrero	ABSENT
Julian Kreisberg	YES
Saul Smukler	YES
Michael Mosher	ABSENT
Jeffrey Lynn	YES

Chairman Piper administered the oath once more for any members of the public wishing to speak during the meeting. He instructed them to sign in as well.

Item 13-549: Rezoning and Site Plan Review (PUD): 16375 & 16395 Biscayne Boulevard: Riverwalk at North Miami Beach

Ms. Kamali advised that this project was approved by the Board and the City Council in 2006, but was not constructed within the required 18-month time frame following that approval. No changes have been made to the Application since its prior site plan and rezoning approval. The proposed 12-story project will include 295 two- and three-bedroom apartments. The request is to rezone the parcel from B-1 to PUD. The Applicant's team has worked closely with City Staff to ensure that all outstanding concerns have been resolved.

Miguel Mouriz, Applicant, confirmed that the Application is exactly the same as it had appeared before the Board in 2006.

Mr. Lynn asked if the planned fire alarm system would meet current electrical and fire Code, as Code requirements have been modified since 2006. Mr. Mouriz replied that the project's working drawings may require revision prior to approval by the Building Department. Ms. Kamali explained that site plan and rezoning approval are required by the Board and City Council before these drawings may be submitted to the Building Department.

Mr. Litowich asked where the project's main entrance would be located. Mr. Mouriz said this entrance would be off Biscayne Boulevard, with a second entrance off 163rd Street. A curb cut is located at the main entrance for vehicles coming north on Biscayne Boulevard; however, vehicles accessing the parcel from the south on Biscayne Boulevard will need to access the median and make a short U-turn. Similarly, vehicles exiting the property to go south on Biscayne Boulevard would have to exit to the north and make a U-turn.

Omar Morales, representing the Applicant, stated that the traffic study submitted for the project in 2006 did not find this to be a conflict, as it is not uncommon for streets such as Biscayne Boulevard to feature one-way exits. A new traffic report was submitted with the current Application and approved by the City's traffic consultant. A curb cut at the location would fall under the jurisdiction of the Florida Department of Transportation (FDOT). Mr. Morales advised that a curb cut was unlikely to be approved.

Mr. Smukler asked if an easement located on the property would be open to the public or have security personnel posted at the site. Mr. Mouriz said security personnel would remain inside the buildings themselves. It was noted that conditions of City Council

approval require this area to remain unobstructed to the public. A public walkway was constructed by the water, and two restaurants within the parcel will also be open to the public. Ms. Kamali pointed out that the first 4 stories of the building would consist of a parking garage, while the higher 8 stories will be residential.

There are 54 surface parking spaces intended to serve the two restaurants on the site, the larger of which will be "steered toward the public." The number of seats for this restaurant has not yet been determined. Ms. Kamali advised that the Board is asked to approve the restaurants within the residential area as part of PUD approval. The restaurants' parking requirements are determined by their square footage. Only the restaurants and walkway will be open to the public.

Chairman Piper opened the floor to public comment.

Tom Hartmann, director of real estate for ABC Fine Wines and Spirits, stated that he was opposed to the project as it currently stands, as it will affect the visibility of his store. He recalled that when his site was approved in 1998, a Declaration of Restrictions regarding easements and common area maintenance was issued, including the area on which the proposed restaurants would be located.

Mr. Hartmann continued that he would be willing to discuss the project with the Applicant, as they are both members of the same property owners' association. He felt confident that an agreement could be reached. He requested that the Item be tabled until this discussion could take place, as he has been unable to communicate with the Applicant thus far.

Chairman Piper asked if the surrounding property owners were provided with notice of the Application. Ms. Kamali confirmed that they were. She clarified that Mr. Hartmann's concern was with an agreement pertaining to the easement and property maintenance within the area, which she characterized as similar to a homeowners' association agreement; it is not related to the rezoning or site plan review.

Mr. Hartmann requested clarification of the difference between the Declaration of Restrictions and PUD rezoning, as he had been unable to develop his property without entering into the maintenance agreement. Chair Piper explained that PUD, or Planned Unit Development, is a City zoning designation, while the agreement to which Mr. Hartmann referred is with other property owners in the area for care of common elements.

Chairman Piper requested examples of the most egregious issues Mr. Hartmann saw with the Application. Mr. Hartmann responded that the main issue was that the planned 12-story building would block visibility of the single-story building in which ABC Fine Wines and Spirits was located. Chairman Piper asked what building height was included in PUD approval. Ms. Kamali said the subject property is planned to be 145 ft. in height.

Chairman Piper asked if Mr. Hartmann had objected to the Application when it first came before the Board in 2006. Mr. Hartmann asserted that no notice was provided to

his property in 2006, and that he would have objected on the same grounds at that time if he had been made aware of the project.

Mr. Mouriz said the Application had gone before the City Council four times in 2006, and there had been objections from nearby property owners and neighborhoods. He advised that notice was provided each time the Application went before the Council. The Application had also gone before the State due to a necessary change in the Comprehensive Plan. This hearing had also required public notice.

Mr. Hartmann stated that the Declaration of Restrictions was approved by City Council on November 24, 1998. He pointed out that the footprints of the existing buildings on the subject property were included in this document.

Chairman Piper reviewed the Declaration of Restrictions, stating that it meant the City approved the grant of an easement and common area maintenance agreement. He asked if the agreement would change due to the Application. Mr. Hartmann said it would, as the agreement was mandated by the City. Mr. Mouriz said the former City Planner had advised the Applicant to proceed with the City approval process, which sometimes necessitated change to the Application and/or other documents; the Applicant had not wished to change the Declaration of Restrictions until the project was approved by the City.

Vice Chairman Kreisberg asked what changes would need to be made to the Declaration of Restrictions. Mr. Mouriz said this would include the buildings' footprint, which will change because the planned building is larger than the existing buildings. He declared that his intent was to meet and respect all easements, including parking, ingress/egress, and others. He concluded that once the project has been approved by the Board, changes may be made to the Declaration of Restrictions. It was clarified that there may be approval of the site plan and rezoning with the contingency that the Declaration of Restrictions be amended within 180 days. Any such amendment to the Declaration must also be approved by the City.

Mr. Hartmann stated that moving the footprint of the building and the creation of the new site plan necessitated an amendment to the Declaration of Restrictions. He reiterated that his business would no longer be visible to southbound traffic once the new buildings are erected. He predicted that this would significantly affect his customer base.

Enrique Puig, representing the Applicant, said ABC Fine Wines and Spirits has over 400 ft. of frontage onto Biscayne Boulevard, and has a separate sign close to the road in addition to the sign on the building itself. Mr. Mouriz said he had met with Mr. Hartmann at an earlier date in order to address his concerns, and reiterated that the signage at street level could be seen easily by northbound traffic; a 4 ft. high median on the roadway, which made visibility difficult from the south, stopped roughly 50 ft.-75 ft. to the north of Mr. Hartmann's property. He concluded that the Applicant was willing to continue to work with Mr. Hartmann, and requested that the Item not be tabled in the interest of time.

Mr. Smukler asked if any revision to the Declaration of Restrictions that resulted in a change to the Applicant's site plan would mean the site plan must appear before the Board once more. Ms. Kamali confirmed this. Mr. Puig asserted that the Application before the Board is exactly the same as the one submitted in 2006, and stated that he was surprised Mr. Hartmann had not seen the Application during the public hearing process at that time. He pointed out that the recovering market meant the time was right for the Applicant to begin selling units within the planned buildings.

Mr. Hartmann referred the Board members to another major objection to the site plan, which was related to access. Chairman Piper asked if Staff was aware of this issue. Ms. Kamali said she had met with Mr. Hartmann and reviewed the agreement, which she felt was more closely related to maintenance and access. She advised that she had not seen reason for concern with access to Mr. Hartmann's property to and from the roadway.

Vice Chairman Kreisberg asked what position the City would take in relation to a conflict with the agreement, such as whether or not Mr. Hartmann had enforceable rights under the Declaration of Restrictions that must be satisfied. Ms. Minoux asked if Mr. Hartmann's concern regarding access had been discussed with the City Attorney prior to tonight's meeting. Ms. Kamali said while she did not know if there had been discussions specific to this concern, former City Planner Christopher Heid had discussed the issue with Mr. Hartmann.

Chairman Piper explained that the Planning and Zoning Board acts in an advisory capacity to the City Council, and may only make recommendations to the Council regarding the Applications that come before them; the City Council makes all final decisions on the disposition of these Applications. He stated that the Applicant and Mr. Hartmann would need to discuss the Declaration of Restrictions further; if they cannot come to terms regarding this agreement, he observed that litigation could ensue, which would potentially delay the project.

Ms. Kamali suggested that a condition could be placed on the Application, making its approval subject to agreement on the Declaration of Restrictions between the Applicant and the other signatories to that document. Mr. Puig said the Declaration is very specific regarding what changes may be made to it: any changes must be voted upon by the seven property owners listed in the agreement, and must pass with a 75% majority. Chairman Piper stated that at this point the agreement would no longer be the City's issue and should not be addressed by the Board.

Mr. Litowich said he felt a visible sight line existed from the southbound traffic on Biscayne Boulevard to Mr. Hartmann's parcel. He also pointed out that the parcels owned by the Applicant would ultimately have been developed by another party if not by the Applicant, and any building constructed on the property would raise Mr. Hartmann's concerns regardless of its height.

Mr. Hartmann asserted that he had purchased his property "based on promises from the City," which he felt mandated the requirements listed in the Declaration of Restrictions; however, he believed these requirements were now being changed due to

the Applicant's proposed building. Vice Chairman Kreisberg said the process for this change must be followed according to the agreement, and would be voted upon by the owners of the properties included in the agreement. He observed that the City could not use this private agreement as a means to prevent the Applicant from developing his property.

Mr. Litowich asked if Mr. Hartmann was asserting that the proposed building's footprint has shifted closer to Biscayne Boulevard than the footprint shown on the 2006 Application. It was clarified that the footprint would change from that of the existing building on the property. Mr. Hartmann added that the 2006 Application had never been approved by the association of owners, which meant it should not have been approved by the City at that time. He concluded that these owners were losing the rights provided to them by the Declaration of Restrictions, which he said was mandated by the City.

Ms. Minoux asked if the Declaration of Restrictions was mandated by the City under an Ordinance. Mr. Hartmann said he believed this was the case, and added that the owners were required to be party to this agreement before the City allowed them permits to build on their properties. He did not recall which Ordinance was responsible for this mandate.

Mr. Litowich asked how many full- and part-time employees were employed by ABC Fine Wines and Spirits. Mr. Hartmann estimated that there were approximately 25 employees. Mr. Mouriz said he anticipated 50 employees would be associated with his project, including the restaurants.

Mr. Hartmann asked if approval of the Application would be considered a condemnation of the other properties subject to the agreement, as they could eventually be forced to close. Ms. Minoux pointed out that this was a speculative question, as the Application would have to be voted upon and approved by these owners. Chairman Piper reiterated that this was a private property issue and must be settled by the parties subject to the agreement.

Mr. Smukler commented that he would have preferred this issue to have been settled before the Application reached the Board. He agreed, however, that the agreement was not part of the Board's purview. He concluded that the Board wished for development within the City to proceed, and the parties of the agreement must come together to decide on whether or not to amend the document.

Mr. Hartmann reiterated his request that the Application be tabled, and stated that he was not provided with appropriate information regarding the Application.

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

Chairman Piper observed that he felt there was potential for negative impact on ABC Fine Wines and Spirits from the proposed project; however, he was not certain the impact would be as harmful as Mr. Hartmann had described. The positive aspect of the

project, however, would be the generation of restaurant traffic and the sale of units within the proposed building. He noted that this positive impact could also be felt by Mr. Hartmann's business and could offset the negative effects.

Ms. Kamali stated that the City favorably recommends the Application with the 27 conditions attached in the Staff Report. She added that if the Application is approved by the City Council after two readings, the Applicant still has one year in which to work through any issues with the property owners' association. The Applicant may also request an additional six months be added to this time frame, and any changes to the site plan must come before the Board.

Mr. Hartmann requested a copy of the conditions attached to the Application. Mr. Mouriz stated that the Applicant accepted all conditions.

Mr. Smukler asked if a condition referring to the property owners' agreement could be added. Mr. Mouriz said the agreement itself states that any changes to the document must also be approved by the City. Chairman Piper reiterated that this document was not within the Board's purview and must be addressed by the private property owners.

A motion was made by Julian Kreisberg, seconded by Jeffrey Lynn, to approve the rezoning and the site plan, with the 27 conditions agreed to by the Applicant. In a roll call vote, the motion passed with a vote of 5-0.

Chairman Evan Piper	YES
Joseph Litowich	YES
Hector Marrero	ABSENT
Julian Kreisberg	YES
Saul Smukler	YES
Michael Mosher	ABSENT
Jeffrey Lynn	YES

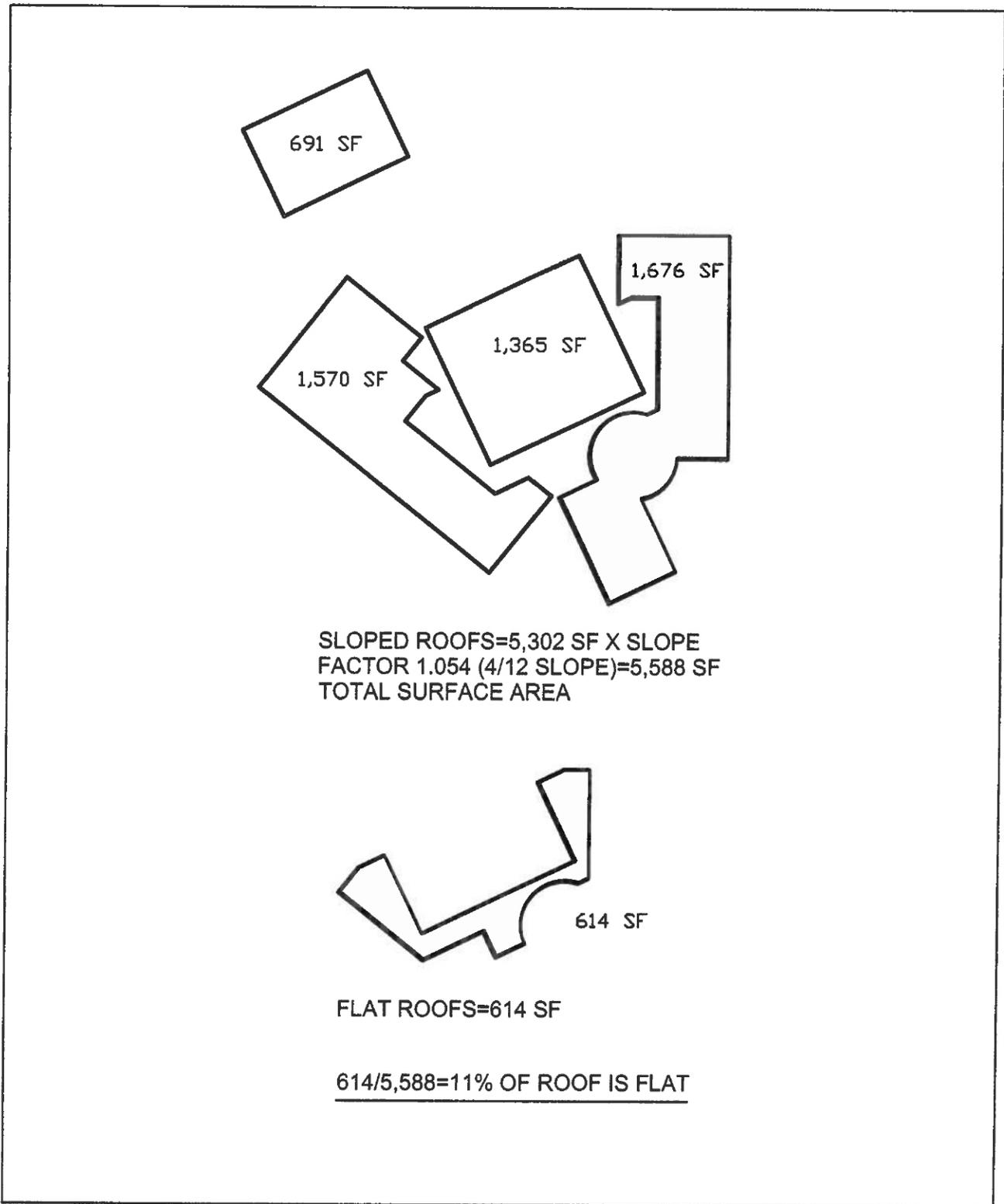
Mr. Hartmann requested clarification that the Declaration of Restrictions could not be revised without City approval, and whether or not it would go before the City Council for this approval. Ms. Kamali replied that she would like a copy of the document to review with the City Attorney, as she has not seen the agreement before. Ms. Minoux added that she was not aware of whether or not the City Attorney has seen the document.

NEXT MEETING: Monday, September 9, 2013

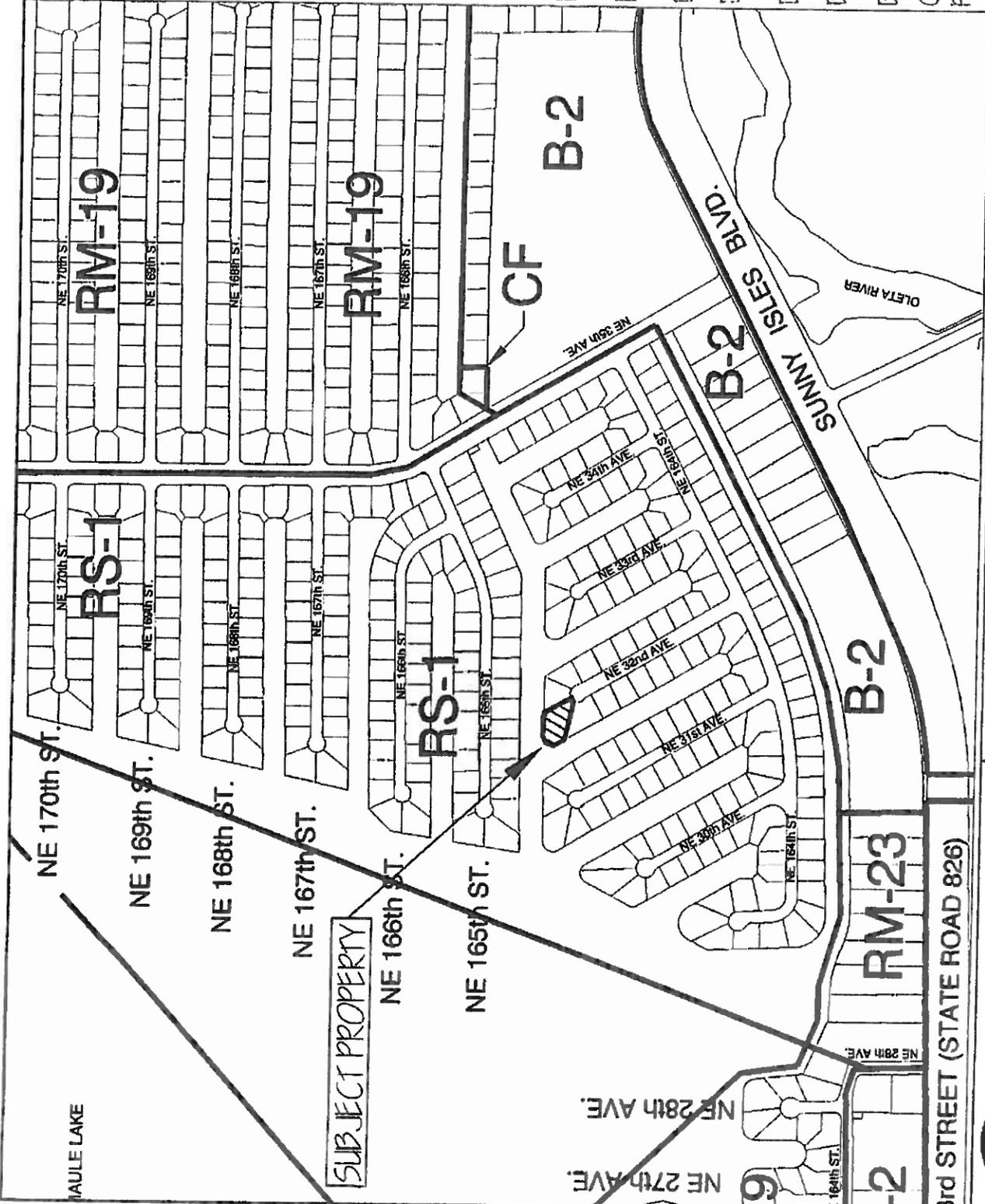
Ms. Kamali advised that this was a tentative date, as she would like the new City Planner to be able to attend the next Board meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 7:38 p.m.



16496 NE 32 AV
 PERCENTAGE OF FLAT TO SLOPED ROOFS



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 (2,000 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 Districts
- 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

Existing Zoning Map
Exhibit No. 1

Prepared by CNMB Engineers & Planners



16496 NE 32 Avenue
Single Family Residence

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

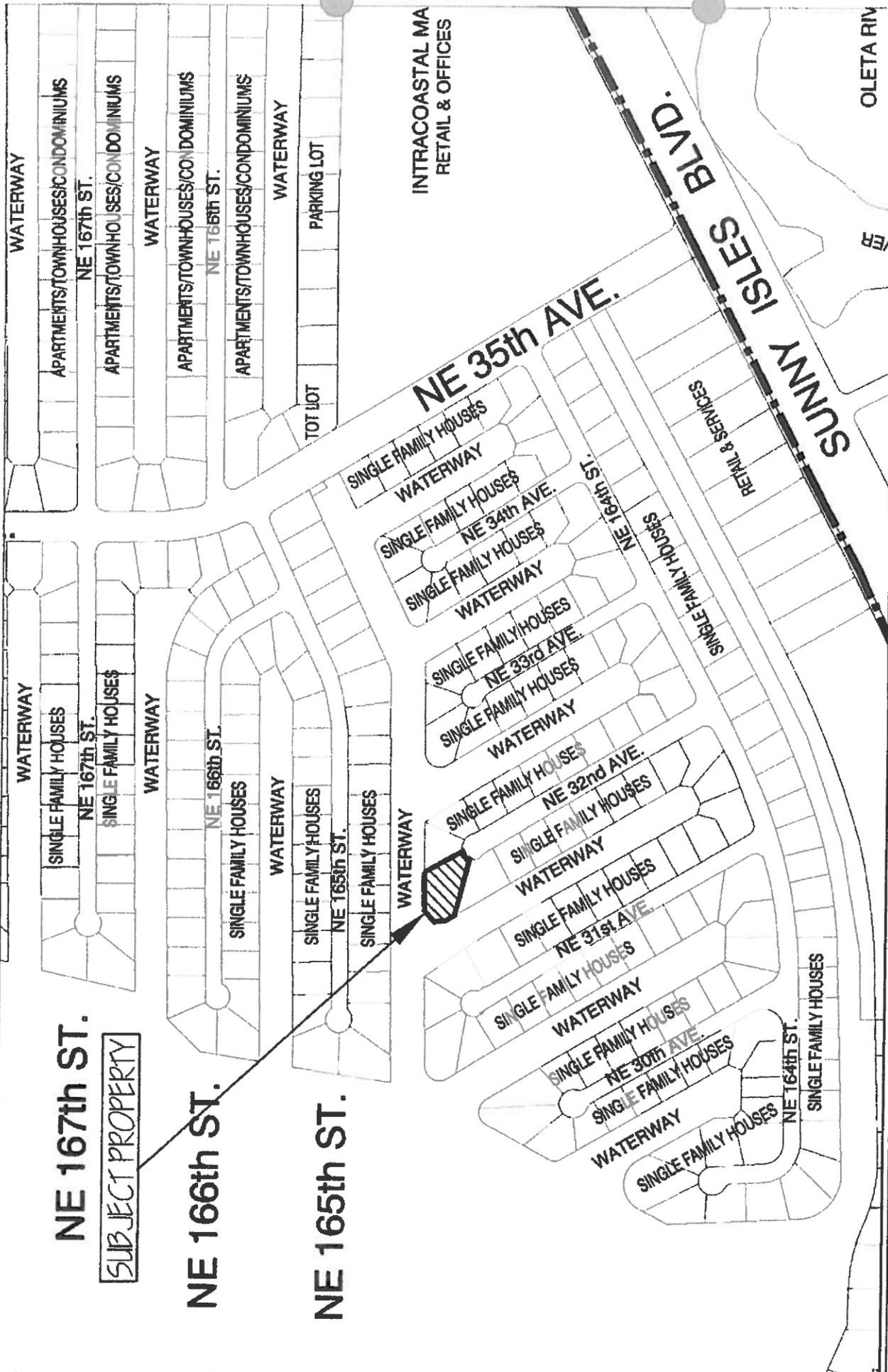


NE 167th ST.

SUBJECT PROPERTY

NE 166th ST.

NE 165th ST.



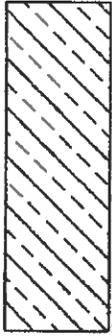

City of North Miami Beach
 17050 NE 19th Avenue
 North Miami Beach, Florida 33162

16496 NE 32 Avenue
Single Family Residence

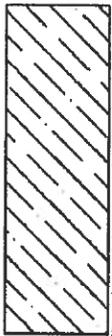


Existing Land Use Map
Exhibit No. 2
Prepared by CNMB Engineering Division

Legend:



Residential Low Density



Residential Medium Density



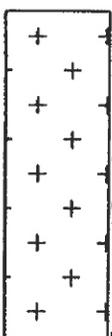
Residential High Density



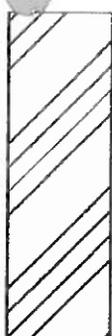
Business



Public and Quasi - Public



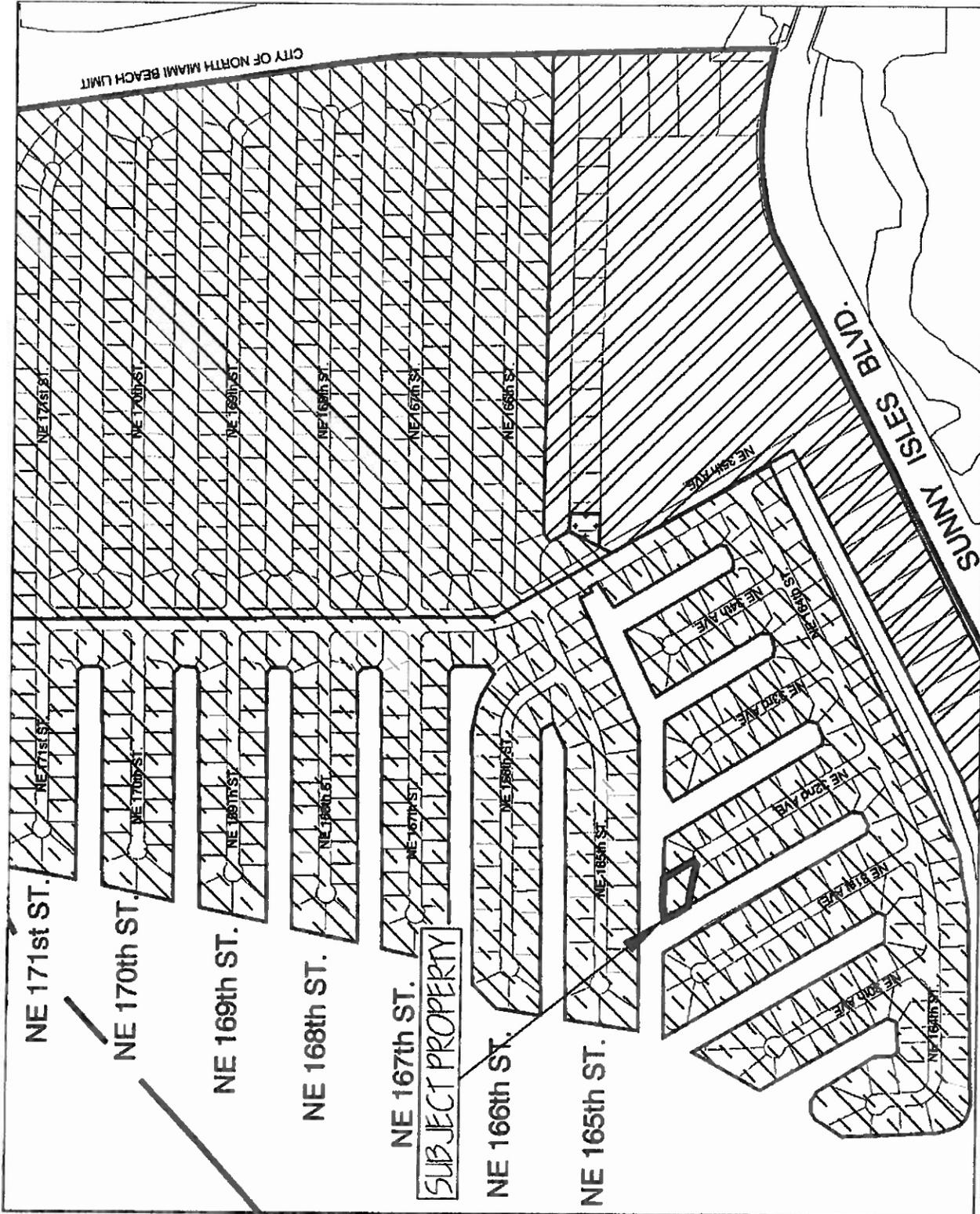
Recreation and Open Space



Industrial



Mixed Use



Future Land Use Map
Exhibit No. 3

Prepared by CNMB Engineering Division

16496 NE 32 Avenue
Single Family Residence

City of North Miami Beach
17050 NE 19th Avenue
North Miami Beach, Florida 33162





City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

PLANNING & ZONING BOARD MEETING

MONDAY, AUGUST 12, 2013

ITEM # 13-552	SINGLE-FAMILY HOUSE
OWNER OF PROPERTY	AP LAND PROPERTIES CORP.
ADDRESS OF PROPERTY	16496 NE 32 AVENUE
FOLIO NUMBER	07-2215-001-1470
LEGAL DESCRIPTION	LOT 51, BLOCK 5 OF EASTERN SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 28 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
EXISTING ZONING	RS-1, RESIDENTIAL SINGLE-FAMILY ZONING DISTRICT
EXISTING LAND USE	VACANT LOT
FUTURE LAND USE DESIGNATION	RESIDENTIAL LOW DENSITY

THE REQUEST - The applicant, Jonathan Perlo, requests site plan approval and a variance for the construction of a 6,616 square foot two (2) story single-family house on a 14,900 square foot (0.34 acre) vacant lot located at 16496 NE 32 Avenue, in the RS-1, Single-Family Zoning District.

Request for variance is as follows:

1. Requests a variance from Section 24-41(D)(9)(a) to waive the minimum roof pitch requirement of three and one-half feet in twelve feet (3.5'/12'). Roof pitch of a quarter inch in one foot (.25"/1') proposed for portions of the roof.

ZONING – All surrounding properties to the north, south, east, and west are zoned RS-1, Residential Single-Family. (See attached Exhibit #1 for a Zoning Map of the subject property).

EXISTING LAND USE - The subject property is currently vacant. To the north, south, east, and west are single-family houses. (See attached exhibit #2 for a Land Use Map of the subject property).

FUTURE LAND USE - The subject property, as well as all surrounding properties has a future land use designation of Residential Low Density. (See attached exhibit #3 for a Future Land Use Map of the subject property.)

THE SITE – Subject property is irregularly shaped containing 14,900 square feet (0.34 acre). The parcel has 207 feet of frontage along the canal at the rear of the property and approximately 35 feet of frontage along NE 32 Avenue.

THE PROJECT – The project proposes the construction of a 6,616 square foot two-story single-family house, porte-cochere over a semi-circular driveway and a 513 square foot gazebo with summer kitchen at the rear of the property. The house and gazebo are designed in a Mediterranean style with stucco walls and barrel tile roof.

REVIEW BY OTHER CITY DEPARTMENTS –

Water:

- This property can be served with water by the City of North Miami Beach from an existing 6- inch water main, located along the NE 32 Ave, with 1 fire hydrant located approximately 350 feet South of the site.
- The water allocation for single family residences over 5,000 sq ft is based on 550 gallons per day (gpd) per unit, assessed at \$5.22 per gpd.
- Credits can be provided for the previous residence with proof of size. Credit is based on size of old house.
- A new water service line will be required for this site of the developer.
- A separate meter and backflow preventer is required for irrigation purposes.
- Water service line, meter boxes and backflow preventers are to be installed by the developer. The City installs the meters upon payment of the meter fees.
- New water service review and approval must be processed through the City's Engineering Division.
- Miami-Dade County Fire Department approval is required for adequacy of fire protection for the site.

Sewer:

- This site lies within Miami-Dade Water and Sewer Dept. (MDWASD) sewer service area. They should be contacted directly as to their approval process, availability and impact fees.
- An 8 inch sewer main is located along NE 32 Avenue.
- Location of sewer lateral and connection thereto must be coordinated with MDWASD.
- City of North Miami Beach Right of Way permits must be pulled for any utility work in the right of way of NE 167 Street.
- Developer should verify with DERM (RER) for any sewer moratoriums for this area.

City Forester:

- The submitted schematic is sufficient at this time. However at the time of permitting a full set of landscape and irrigation plans, with all the pertaining notes and details will be required.
- From a practical point, in this tight cul-de-sac situation, a single double-entrance driveway may be more comfortable. This may alter your porte-cochere, but it is worth looking at.
- Additionally, pavers and sand never level in fill islands. You are better off putting them on a slab, otherwise they will eventually spot-sink.

COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS

The proposed house is attractively designed in a Mediterranean style. Staff feels the applicants request for a "flat" roof variance is reasonable and supports the request. The total roof area is 5,586 square feet and only a small portion of the roof, 614 square feet is flat. Additionally the portion of the roof that is flat cannot be seen from ground level or the second floor of any of the surrounding properties. The flat roof is completely surrounded by a roof hat exceeds the minimum required pitch

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION

It is recommended that the request for site plan review 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, Sheets 1 of 1, by R. Minguell, Inc., dated 4/12/2013;
 - Site Plan/Roof Plan, Sheet A101, by Trautman Architects, dated 7/3/2013;
 - First & Second Floor Plan, Sheet A102, by Trautman Architects, dated 7/3/2013;
 - Elevations, Sheet A201, by Trautman Architects, dated 7/3/2013;
 - Schematic Landscape Plan, by Trautman Architects, dated 7/3/2013.
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. All utilities, including but not limited to electrical, cable television and telephone must be located underground in a manner approved by the Director of Public Services.
4. Dock is for the use of the homeowner and short-term guests only and may not be leased, sold or otherwise utilized by others. Similarly, live-a-boards shall not be permitted.
5. Address shall be installed on the seawall, in minimum (4) inch letters.
6. All storm water must be retained on-site, and may not drain to the neighboring properties, adjacent right-of-way or the canal.

7. All windows must have impact glass.
8. All decorative details must be made of wood, stone, cast stone or similar materials and may not be made of foam.
9. 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.
10. 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.

RESOLUTION NO. R2013-59

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 6,616 SQUARE FOOT TWO-STORY SINGLE-FAMILY HOUSE ON A 14,900 SQUARE FOOT (0.34 ACRE) VACANT LOT, AS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-41(D)(9)(a) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, IN ORDER TO WAIVE THE MINIMUM ROOF PITCH REQUIREMENT OF THREE AND ONE-HALF (3.5) FEET IN TWELVE (12) FEET, WHERE ROOF PITCH OF A QUARTER (.25) INCH IN ONE (1) FOOT IS PROPOSED FOR PORTIONS OF THE ROOF, ON PROPERTY LEGALLY DESCRIBED AS:

Lot 51, Block 5 of Eastern Shores, according to the Plat thereof, as recorded in Plat Book 65, Page 28, of the Public Records of Miami-Dade County, Florida

**A/K/A
16496 NE 32nd Avenue
North Miami Beach, Florida**

(P&Z Item No. 13-552 of August 12, 2013)

WHEREAS, the property described herein is zoned RS-1, Single-Family Zoning District;
and

WHEREAS, the applicant requests site plan approval and a variance in order to construct a 6,616 square foot two (2) story single-family house on a 14,900 square foot (0.34 acre) vacant lot located at 16496 NE 32nd Avenue; and

WHEREAS, the Planning and Zoning Board on August 12, 2013 recommended approval of the site plan and related variance, subject to the following conditions:

RESOLUTION NO. R2013-59

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

- Survey, Sheets 1 of 1, by R. Minguell, Inc., dated 4/12/2013;
- Site Plan/Roof Plan, Sheet A101, by Trautman Architects, dated 7/3/2013;
- First & Second Floor Plan, Sheet A102, by Trautman Architects, dated 7/3/2013;
- Elevations, Sheet A201, by Trautman Architects, dated 7/3/2013;
- Schematic Landscape Plan, by Trautman Architects, dated 7/3/2013.

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. All utilities, including but not limited to electrical, cable television and telephone must be located underground in a manner approved by the Director of Public Services.

4. Dock is for the use of the homeowner and short-term guests only and may not be leased, sold or otherwise utilized by others. Similarly, live-a-boards shall not be permitted.

5. Address shall be installed on the seawall, in minimum (4) inch letters.

6. All storm water must be retained on-site, and may not drain to the neighboring properties, adjacent right-of-way or the canal.

7. All windows must have impact glass.

8. All decorative details must be made of wood, stone, cast stone or similar materials and may not be made of foam.

9. 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.

10. 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 6,616 square foot two (2) story single-family house on a 14,900 square foot (0.34 acre) vacant lot, on property legally described as:

**Lot 51, Block 5 of Eastern Shores, according to the Plat thereof,
as recorded in Plat Book 65, Page 28, of the Public Records of
Miami-Dade County, Florida**

**A/K/A
16496 NE 32nd Avenue
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, Sheets 1 of 1, by R. Minguell, Inc., dated 4/12/2013;
 - Site Plan/Roof Plan, Sheet A101, by Trautman Architects, dated 7/3/2013;
 - First & Second Floor Plan, Sheet A102, by Trautman Architects, dated 7/3/2013;
 - Elevations, Sheet A201, by Trautman Architects, dated 7/3/2013;
 - Schematic Landscape Plan, by Trautman Architects, dated 7/3/2013.
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. All utilities, including but not limited to electrical, cable television and telephone must be located underground in a manner approved by the Director of Public Services.
4. Dock is for the use of the homeowner and short-term guests only and may not be leased, sold or otherwise utilized by others. Similarly, live-a-boards shall not be permitted.
5. Address shall be installed on the seawall, in minimum (4) inch letters.
6. All storm water must be retained on-site, and may not drain to the neighboring properties, adjacent right-of-way or the canal.
7. All windows must have impact glass.
8. All decorative details must be made of wood, stone, cast stone or similar materials and may not be made of foam.

9. 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.

10. 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. A variance from Section 24-41(D)(9)(a) to waive the minimum roof pitch requirement of three and one-half (3.5) feet in twelve (12) feet, where roof pitch of a quarter (.25) inch in one (1) foot is proposed on property legally described as aforesaid is hereby granted subject to the aforementioned conditions.

Section 6. 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 7. Pursuant to Section 24-176(C)(4)(a) of the Code of Ordinances of the City of North Miami Beach, any variance granted shall automatically expire if a permit has not been applied for within one (1) year from the date of this Resolution or, if the permit is issued, expires or is revoked pursuant to the Florida Building Code.

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: Ana M. Garcia, City Manager
DATE: Wednesday, September 11, 2013

RE: Ordinance No. 2013-15 - Second and Final Reading (Assistant 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: Approval of amendments to the Plan is recommended.

FISCAL IMPACT:

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

ATTACHMENTS:

- [Ordinance No. 2013-15 \(As Amended\)](#)
- [Summary of Changes](#)
- [Actuarial Impact Statement](#)

AMENDED

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 September 30, 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 September 30, 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 October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and after October 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 October 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 **October 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 **September 30, 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 **October 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 **September 30, 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
- (3) reflect the early retirement age.

[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 October 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 October 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 September 30, 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 September 30, 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 September 30, 2013 and have attained 6 years of credited service on that date will be 100%. The vested percentage for participants hired on or after October 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 September 30, 2013 and have less than six (6) years of credited service on that date, whose service is terminated on or

after October 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 October 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 **October 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 September 30, 2013 and who on that date has attained age 62 or age 55 with 20 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 “Deferred Retirement Option Program”, 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 September 30, 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 October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on

and after **October 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 **October 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 **September 30, 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 **October 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 **20th day of August, 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.



August 30, 2013

Mr. Mac Serda
Assistant City Manager
City of North Miami Beach
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162-3100

**Re: Retirement Plan for General Employees of the City of North Miami Beach
Actuarial Impact Statement**

Dear Mac:

As requested, we are pleased to enclose three (3) copies of an Actuarial Impact Statement as of October 1, 2012 for filing the proposed Ordinance (copy attached) under the Retirement Plan for General Employees of the City of North Miami Beach (Plan) with the State of Florida.

Background – Plan currently provides:

- Normal retirement eligibility upon the earlier of (1) attainment of age sixty-two (62) or (2) attainment of age fifty-five (55) with twenty (20) years of credited service.
- Benefit multiplier is three percent (3.00%) for each year of credited service.
- Plan participants are 100% vested upon completion of six (6) years of credited service.
- Maximum period of DROP participation is five (5) years.
- COLA adjustments are 2.25% per annum commencing October 1st following receipt of benefits for one (1) year.

Proposed Ordinance – Proposed Ordinance provides for the following changes for members who have not attained age sixty-two (62) or attained age fifty-five (55) with twenty (20) years of credited service as of the valuation date and are either (1) members of the AFSCME bargaining group or (2) not included in any bargaining unit:

- Normal retirement eligibility upon the earlier of (1) attainment of age sixty-two (62) with ten (10) years of credited service or (2) attainment of age sixty (60) with twenty-five (25) years of credited service (future accruals).
- Benefit multiplier is two and a half percent (2.50%) for each year of credited service (future accruals).
- Plan participants are 100% vested upon completion of ten (10) years of credited service (for currently non-vested members).
- Maximum period of DROP participation is thirty-six (36) months (future DROPs).

- COLA adjustments are 0.75% per annum commencing October 1st after three (3) years following termination of employment (2.5% accruals).

In addition, the proposed Ordinance:

- Provides for the Plan to be amended by Ordinance subject only to the applicable requirements of federal and state law.
- Eliminates the requirement of approval of 66 2/3% of the active participants in order to amend the Plan.
- Provides reports and recommendations from the City Manager, actuary and / or any other pension board or consultant may be considered but are not required before the City Council may amend the Plan.
- Removes language related to the prior Early Retirement Incentive Program.

Results – Based upon the results of our Actuarial Impact Statement, the proposed benefit provisions decrease the minimum annual required contribution by 6.9% of covered payroll (\$736,481). The figure in parentheses is the decrease in Plan cost expressed as a dollar amount based on projected covered annual payroll for fiscal year beginning October 1, 2013 (\$10,612,185).

Filing Requirements – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note this Statement must be signed and dated on behalf of the Pension Board. Copies of the proposed Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement should be filed with the State at the following addresses:

Mr. Douglas E. Beckendorf, A.S.A.
Bureau of Local Retirement Services
Division of Retirement
Building 8
Post Office Box 9000
Tallahassee, Florida 32315-9000

Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial Assumptions and Methods, Financial Data and Member Census Data – The COLA deferral for future benefits accruals has been updated. The actuarial value of assets has been marked to market value. The remaining actuarial assumptions and methods, financial data and Member census data utilized in this Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and Member census data utilized in the October 1, 2012 Actuarial Valuation.

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Plan provisions considered in this Actuarial Impact Statement are the same Plan provisions considered in the October 1, 2012 Actuarial Valuation with the exception of the proposed Ordinance changes described above.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit change on the Plan and is not intended as a recommendation in favor of the change nor in opposition to the change.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the assumptions made.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, important Plan provisions relevant to this Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement. If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in Plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

The signing actuary is independent of the Plan sponsor.

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The undersigned is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,

A handwritten signature in cursive script that reads "L. F. Wilson".

Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary

Enclosures

cc: Mr. Martin Lebowitz