



**CITY OF NORTH MIAMI BEACH**  
City Council Meeting  
City Hall, Council Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, December 6, 2016**  
**7:30 PM**

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

City Manager Ana M. Garcia, ICMA-CM  
City Attorney Jose Smith  
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.

**City Council Meeting Agenda**

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION**  
**Pastor Nathan Adams Fulford United Methodist Church**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
- 5. PRESENTATIONS / DISCUSSIONS**
  - 5.1. Honoring Janasia Johnson a North Miami Beach resident for her representation of Ailey Camp Miami**  
**Janasia Johnson, a North Miami Beach teen was chosen to represent Ailey Camp Miami at The White House. The program received the 2016 National Arts and Humanities Youth Program.**
  - 5.2. Proclamation Honoring Senator-elect Daphne Campbell**
  - 5.3. Renovate America & Renew Financial**
- 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 November 1, 2016( Pamela L. Latimore CMC  
City Clerk)**

**Regular Meeting Minutes November 1, 2016 Meeting**

**8.2. Regular Meeting Minutes November 15, 2016 (Pamela L. Latimore,  
CMC, City Clerk)**

**Regular Meeting Minutes November 15, 2016**

**8.3. Resolution R2016-102 (Paulette Murphy, Director of Parks and R.E.C)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE  
CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE  
CITY MANAGER TO AWARD REQUEST FOR PROPOSAL NO. 2016-  
06, TO REPLACE CURTAINS FOR THE JULIUS LITTMAN  
PERFORMING ARTS THEATER TO ROSE BRAND WIPERS, INC.  
AND TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO**

**EXCEED \$74,024.76; AND AUTHORIZING AND APPROVING A BUDGET TRANSFER OF \$51,848.70 FROM THE IMPACT FEE, MACHINERY AND EQUIPMENT FUND ACCOUNT #060770-564840 AND \$3,295.06 FROM THE IMPACT FEE, IMPROVEMENT FUND ACCOUNT #06077056030 TO THE JULIUS LITTMAN PERFORMING ARTS THEATER FUND ACCOUNT #010722-563830.**

**8.4. Resolution R2016-103 (William Hernandez, Chief of Police)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. FOR THE TRAFFIC SAFETY CAMERA PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**8.5. Resolution R2016-104 (Fernando J. Rodriguez, Director of Public Works)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING ACCEPTANCE OF CASH AND IN-KIND SPONSORSHIPS FOR THE CITY OF NORTH MIAMI BEACH TRANSIT SERVICE EXPANSION “RIDERS’ GIVE-AWAY” ITEM; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS AND EXECUTE ANY NECESSARY AGREEMENTS TO ACCEPT SPONSORSHIPS FOR THE AFOREMENTIONED GIVE-AWAY.**

**8.6. Resolution R2016-105 (Esmond K. Scott, Assistant City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE DONATION AND DISTRIBUTION OF SURPLUS/OBSOLETE EQUIPMENT TO CITIES IN HAITI DEMONSTRATING A NEED RESULTING FROM THE CATASTROPHIC DAMAGED CAUSED BY HURRICANE MATTHEW AND AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO DONATE AND DISTRIBUTE THE SURPLUS/OBSOLETE EQUIPMENT.**

**8.7. Resolution R2016-106 (Edenia Hernandez, Library Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SUBMISSION OF THE AMERICAN LIBRARY ASSOCIATION’S OFFICE FOR DIVERSITY, LITERACY, AND OUTREACH SERVICES AMERICAN DREAM LITERACY INITIATIVE GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

**9. CITY MANAGER'S REPORT**

**9.1. NMB Gives Back Update**

- 9.2. **Vicky Bakery Grand Opening**  
December 10, 2016, at 2:30pm
- 9.3. **Ribbon Cutting of the Biscayne Boulevard Median Beautification Project & Entry Feature Sign**  
December 10, 2016, at 4:30pm
- 9.4. **Snow Fest and Community Safety Day Parade**  
Snow Fest and Community Safety Day Parade - Saturday, December 10, 2016, from 6:00pm - 11:00pm. Along NE 19th Avenue between 164th & 171st Street.
- 9.5. **Menorah Lighting Ceremony**  
December 27, 2016, at 6:00pm
- 9.6. **International Book Battle Reading Contest Winners**  
Request recognition for the top readers in our International Reading program. The program was started during the summer and we measured the reading comprehension level and advancements.
- 9.7. **Quarterly Financial Analysis - Fiscal Year 2016 Fourth Quarter (Janette Smith, Finance Director)**

**10. CITY ATTORNEY'S REPORT**

- 10.1. **Litigation List (Jose Smith, City Attorney)**

**11. MAYOR'S DISCUSSION**

**12. MISCELLANEOUS ITEMS - None**

**13. BUSINESS TAX RECEIPTS - None**

**14. DISCUSSIONS**

- 14.1. **Discussion adopting dates for the 2017 Regular Commission Meeting Calendar (Pamela L. Latimore, CMC City Clerk)**

The Mayor and Commission will discuss the proposed Commission meeting dates submitted by staff, by a consensus of the commission the city clerk will bring back a resolution to be adopted at the next meeting.

- 14.2. **Discussion on Ordinance 2015-8 (Commissioner Beth E. Spiegel)**

The discussion is to determine if there is a consensus to amend Ordinance 2015-8 and the use of the City Seal, logo, and marks.

**15. LEGISLATION**

- 15.1. **Resolution 2016-96 Certification of Special Election Results (Pamela L. Latimore, City Clerk)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING AND ADOPTING THE OFFICIAL CERTIFICATE OF THE MIAMI-DADE COUNTY**

**CANVASSING BOARD FOR THE NOVEMBER 8, 2016 SPECIAL ELECTION FOR THE CITY OF NORTH MIAMI BEACH, AND DECLARING RESULTS THEREOF.**

**15.2.Ordinance 2016-15 Second and Final Reading (Richard Lorber, AICP, Director of Community Development)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, "SUPPLEMENTAL REGULATIONS" SECTION 24-80 "FENCES, WALLS AND HEDGES", TO SPECIFY THAT HEIGHTS OF ELEVATION OF WALLS OR FENCES SHALL BE MEASURED FROM ADJACENT GRADE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING**

**Tuesday, December 20, 2016 7:30pm**

**18. ADJOURNMENT**



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** Renovate America & Renew Financial

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

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**ATTACHMENTS:**

[Renew America & Renew Financial Presentation](#)



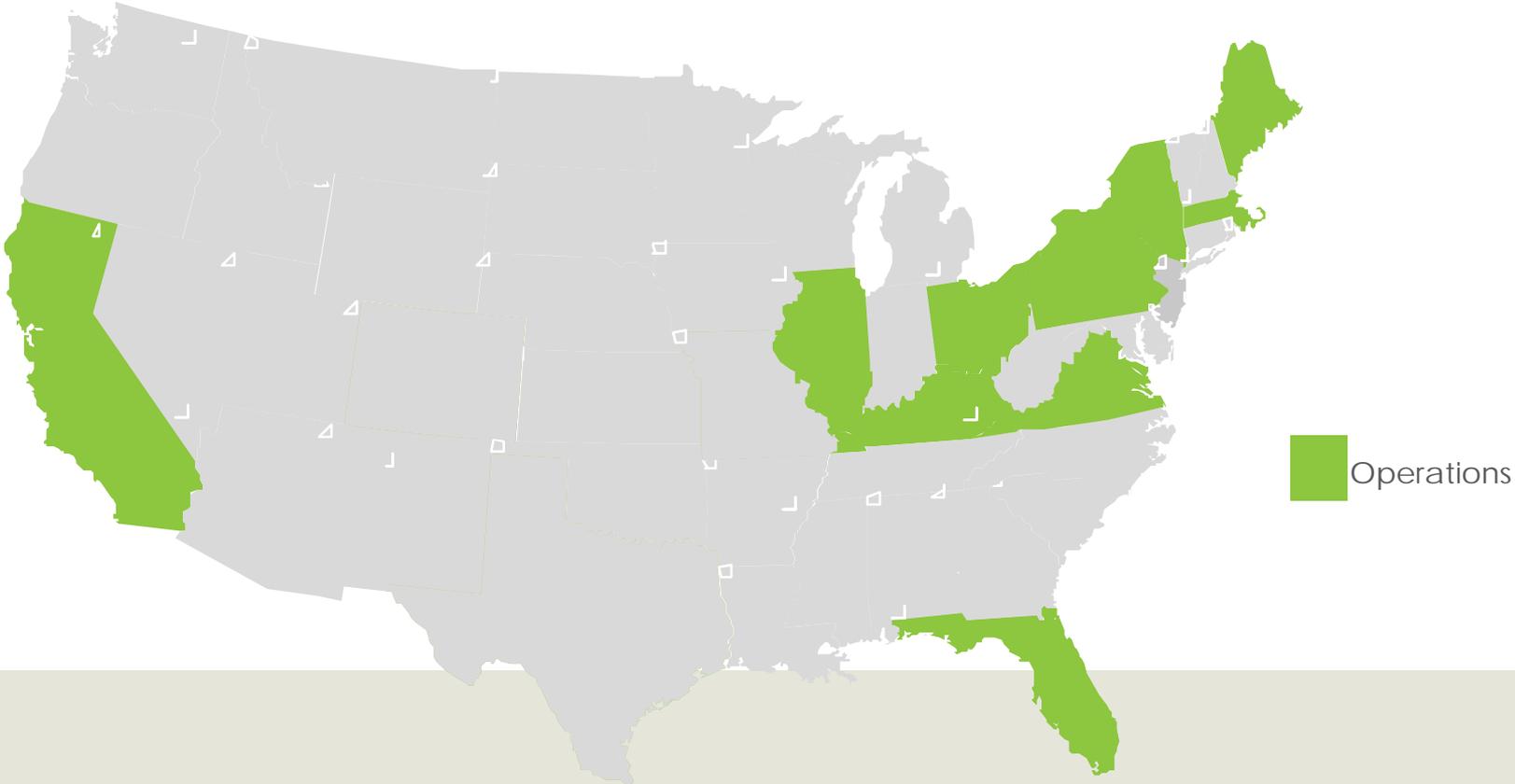
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# RenewPACE in Florida

NOVEMBER 2016

# RENEW FINANCIAL IS A CLEAN ENERGY COMPANY WITH GROWING NATIONAL PRESENCE AND MULTI-PRODUCT PLATFORM



**32,000**  
PROJECTS  
Complete to Date

**7,000**  
CONTRACTORS  
in Our Network

**\$650M**  
IN FINANCINGS  
to Date

**7300**  
ASSESSMENTS  
to Date

**\$186M**  
ASSESSMENTS  
to Date

**100,000**  
APPLICATIONS  
Processed

# RenewPACE FLORIDA CURRENT JURISDICTIONS

## OPT-INS TO DATE

### ALACHUA

- o Unincorporated County
- o Alachua
- o Archer
- o Gainesville
- o Hawthorne
- o High Springs
- o La Crosse
- o Micanopy
- o Newberry
- o Waldo

### BREVARD

- o Satellite Beach

### BROWARD

- o Coconut Creek
- o Cooper City
- o Coral Springs
- o Dania Beach
- o Davie
- o Hallandale Beach
- o Hillsboro Beach
- o Hollywood
- o Lauderdale by the Sea
- o Lighthouse Point
- o Margate
- o Miramar
- o North Lauderdale
- o Oakland Park
- o Parkland
- o Pembroke Pines
- o Plantation

### BROWARD Continued

- o Pompano Beach
- o Southwest Ranches
- o Sunrise
- o Tamarac
- o Weston
- o Wilton Manors
- o Unincorporated County

### CHARLOTTE

- o Unincorporated County

### ESCAMBIA

- o Unincorporated County (C-PACE only)

### INDIAN RIVER

- o Fellsmere
- o Sebastian

### MIAMI-DADE

- o Doral
- o Miami Beach
- o Miami Springs

### MARTIN

- o Unincorporated County
- o Stuart

### ORANGE

- o Orlando

### PALM BEACH

- o Boynton Beach
- o Delray Beach
- o Lake Worth
- o Lantana
- o Mangonia Park
- o North Palm Beach
- o Tequesta
- o West Palm Beach

### PASCO

- o Unincorporated County

### PINELLAS

- o Gulfport (C-PACE only)



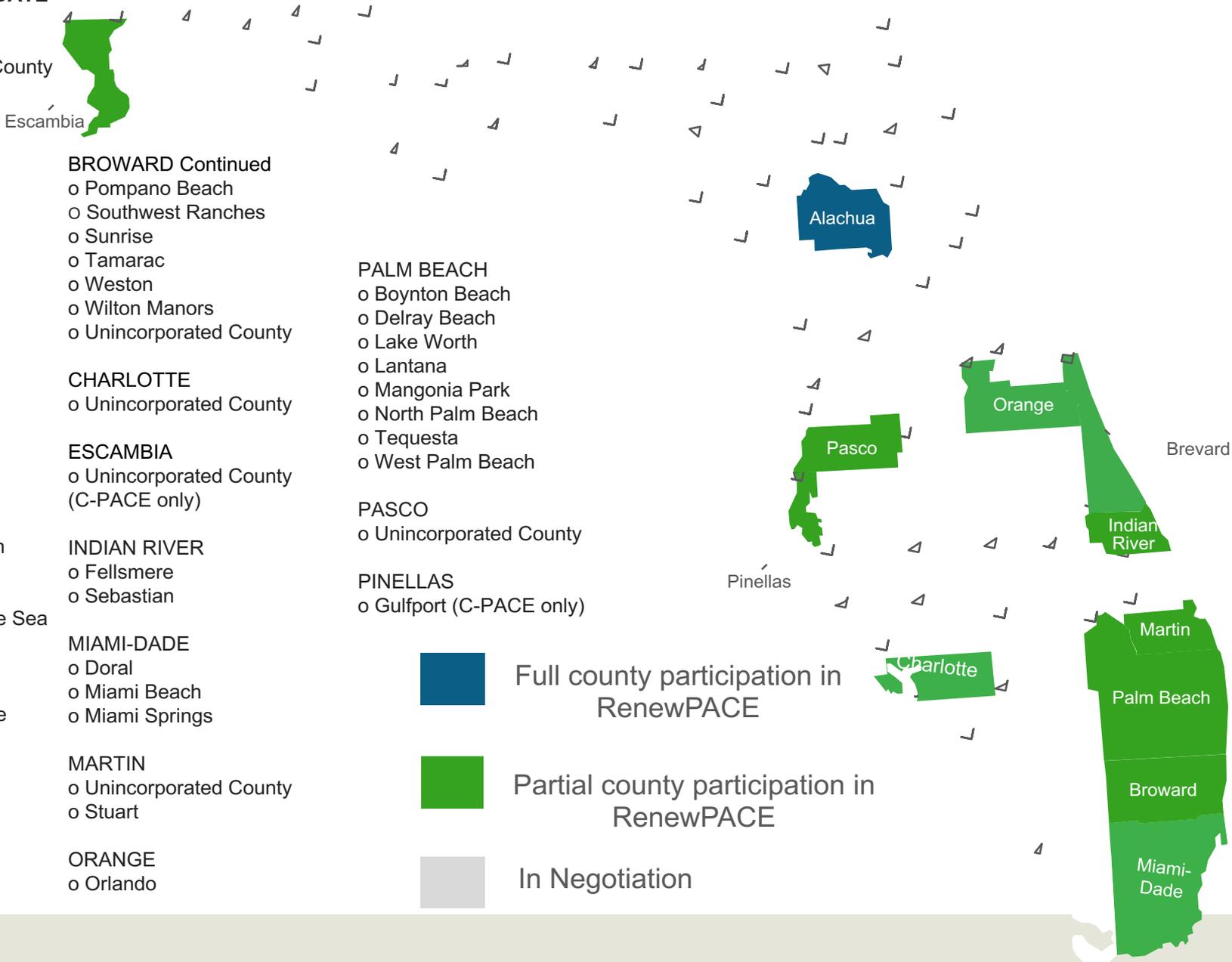
Full county participation in RenewPACE



Partial county participation in RenewPACE



In Negotiation



# WE HANDLE ALL PACE PROGRAM ELEMENTS, MAKING IT EASY FOR LOCAL GOVERNMENTS TO OPT IN AND FOR SPONSORS TO MANAGE

## MARKETING AND SALES

- Consumers
- Contractors

## LOCAL GOVERNMENT

- Regular Updates
- Quarterly Reporting

## POST FUNDING SUPPORT

- Prepayments
- Subordination
- Payment questions

## BOND ISSUANCE

- Bond counsel
- Trustee
- Special tax administrator

## ORIGINATION

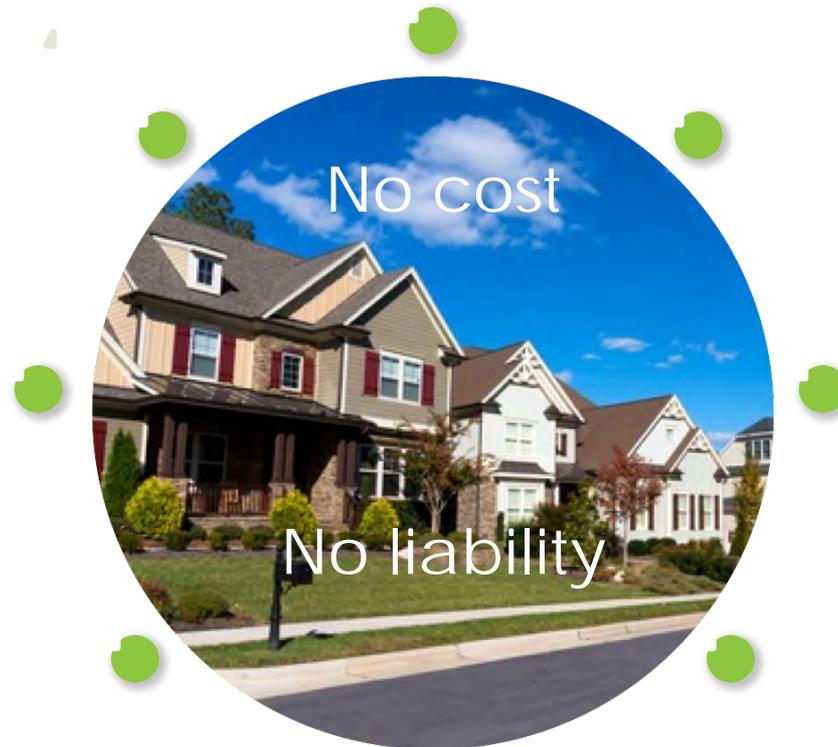
- Call center
- Property underwriting
- Project validation
- Document management
- Funding

## CONTRACTOR MANAGEMENT

- Recruitment
- Training and tools
- Inspections and compliance

## CAPITAL

- Private placement of bonds



# RENEWPACE PROGRAMMATIC ELEMENTS

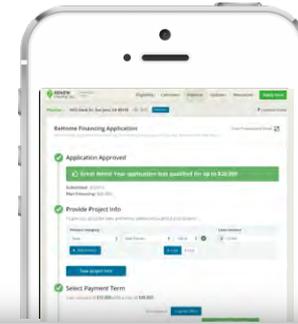
Government Execution	Levy & Collection	Board Operation
<p>Pass Resolution authorizing execution of Party Membership Agreement.</p>	<p>Execute agreements with Property and Tax Collector or joint Agreement with Property Appraiser and Tax Collector.</p>	<p>Authority is run as open and transparent Board with a minimum of quarterly meetings based on an adopted annual budget.</p>
<p>Execution of Party Membership Agreement committing to terms and conditions in the Interlocal Agreement.</p>	<p>Prepare roll, amendments and manage assessment development by appropriate deadlines.</p>	<p>7 Member Board (constituted from two Originating Parties, Lantana and Mangonia Park + 5 Members one from each region with boundaries of the state's water management districts). Queue of Board rotation is maintained by Authority.</p>
	<p>Adopt and notice Uniform Collection Agreement (already completed for Miami Dade County).</p>	<p>Anyone can attend meetings including the public and Parties to the Interlocal Agreement as all meetings are held pursuant to Chapter 286, F.S.</p>
		<p>Board adopts updates to policies and procedures of the Florida Green Finance Authority and complies with all state auditing requirements.</p>

# RENEWPACE FLORIDA LAUNCH MILESTONES

- **September 29, 2015:** Renew Financial announces acquisition of EcoCity Partners.
- **October 15, 2015:** FL Supreme Court dismissed challenge by Florida Bankers Association to the State's PACE law.
- **2016:** RenewPACE for commercial properties.
- **June 9<sup>th</sup>:** FGFA Board formally adopted consumer protections
- **July 2016: FHA + Dept of Veterans Affairs (2016):** Now allow PACE Assessments to be refinanced or purchased with FHA or VA mortgage/loan products
- **July 2016 Beta Launch:** RenewPACE for residential properties
- **September 8, 2016:** Official RenewPACE FL Launch
- **Progress to Date (July BETA launch to Nov):** Funded ~\$1.4 Million in energy efficiency, renewable energy and wind mitigation measures

# SIMPLE, FAST, AND TRANSPARENT PROCESS

CONSUMER



APPLY

SIGN

INSTALL

Sign Up Online or via Phone,  
Receive Instant Approval

Complete Financing  
Documents Electronically

Support for Questions,  
Information, or Issues

↓ ENERGY COSTS + INSURANCE PREMIUMS

REPAY

Payment via Property Taxes  
or Loan Servicing

# RENEWPACE OFFERS STRONG CONSUMER PROTECTIONS

PROTECTION	PACE	HOME EQUITY LOANS	CREDIT CARDS
Single purpose financing: product / performance requirements, max terms	Yes	No	No
Contractor requirements: licensed, insured, BBB rating of >B, 3 or more years in business	Yes	No	No
Fair pricing requirements	Yes	No	No
Permit requirements	Yes	No	No
Funding only provided after homeowner signs off	Yes	No	No
Dispute resolution	Yes	No	No
Senior protections (65+)	Yes	No	No

# GOVERNMENT REPORT SNAPSHOT: CONTRA COSTA COUNTY, CA

## Residential Program Activity Since Program Inception (Summer, 2014)

County	Applications		Funded/Under Construction		One-Time Impacts	KW Installed	Cost Breakdowns - Funded/Under Construction Projects			Impacts over Useful Life of Measures		
	# of Apps Approved	Potential \$ Value of Approved Applications	# of Projects Funded/Under Construction	\$ Value of Projects Funded/Under Construction	# of Jobs Created (Direct, Indirect, Induced)	# of KWs of Solar Installed	Renewable Energy Cost %	Energy Efficiency Cost %	Water Efficiency Cost %	Lifetime GHG Reductions (Metric Tons)	Lifetime Cars off the Road Equivalent	Lifetime Water Conserved (Gallons)
California	13,427	\$740,769,969	8,890	\$238,544,341	2,717	21,030	56%	40%	3%	294,084	62,052	248,541,346
Contra Costa	1,408	\$62,557,950	945	\$23,236,895	268	1,980	54%	42%	3%	27,630	5,830	22,412,838
Incorporated	1,408	\$62,557,950	945	\$23,236,895	268	1,980	54%	42%	3%	27,630	5,830	22,412,838
Antioch	222	\$11,638,988	156	\$3,700,452	39	366	64%	34%	2%	4,507	951	1,906,218
Brentwood	144	\$6,905,260	110	\$2,846,780	23	387	86%	11%	2%	3,679	776	1,611,491
Clayton	29	\$1,437,843	19	\$568,427	7	45	50%	49%	2%	702	148	187,509
Concord	115	\$4,745,545	72	\$1,723,767	21	135	50%	49%	1%	2,096	442	359,221
Danville	73	\$3,018,627	52	\$1,321,088	18	72	34%	61%	5%	1,370	289	1,853,979
El Cerrito	34	\$1,545,325	18	\$649,743	8	47	46%	52%	2%	842	178	467,371



**RENEW**  
FINANCIAL™

Thank You

Jeremy Hutman  
jhutman@renewfinancial.com  
510-350-3711



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

## MEMORANDUM

 **Print**

**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore CMC, City Clerk  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** Regular Meeting Minutes November 1, 2016( Pamela L. Latimore CMC City Clerk)

**BACKGROUND**  
**ANALYSIS:**  
**RECOMMENDATION:**  
**FISCAL/BUDGETARY**  
**IMPACT:**

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**ATTACHMENTS:**

[Regular Meeting Minutes Nov. 1, 2016](#)



**CITY OF NORTH MIAMI BEACH**  
City Council Meeting  
City Hall, Council Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, November 1, 2016**  
**7:30 PM**

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

City Manager Ana M. Garcia, ICMA-CM  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

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**City Council Regular Meeting Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:33pm. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, Council Members Anthony F. DeFillipo, Marlen Martell, Frantz Pierre, Phyllis S. Smith (arrived after roll call), and Beth E. Spiegel. City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore were also present.

**INVOCATION** by City Clerk Pamela L. Latimore.

**PLEDGE OF ALLEGIANCE** was led by Mayor and Council.

**REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

City Clerk Latimore announced that the Property and Worker Compensation Insurance Emergency Purchase item in the City Manager's Report will be deferred to a future meeting at the request of City administration.

At the request of Councilwoman Spiegel, Resolution 2016-89 and Resolution 2016-90 will be pulled from the Consent Agenda and moved to Legislation.

City Clerk Latimore stated that there were highlighted corrections to the Regular Meeting Minutes of October 4, 2016 and adjustments were made to revise Resolution 2016-95, which were provided to the Mayor and Council.

Councilwoman Spiegel requested to pull Resolution 2016-95 from the Consent Agenda and move to Legislation.

Mayor Vallejo announced that the meeting agenda was adopted.

### **PRESENTATIONS/DISCUSSIONS**

Chief of Police William Hernandez performed the swearing-in of Officer Stevens Dostaly.

Public Information Officer Mark Perkins gave a presentation on the NMB Water Customer Web Portal and discussed the features and benefits which include viewing water usage in near real time, comparing usage to other users, setting usage alerts, and modifying consumption habits. Director of Utility Billing and Customer Service Bob Anathan provided information on leak detection settings and alerts.

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

City Clerk Latimore read the rules of public comment into the record and the following person(s) made comments on the record:

1. Francis Rago - 889 N.W. 214<sup>th</sup> St., Miami Gardens, FL.
2. Christine Snelgrove - East Greynolds Dog Park, 16700 Biscayne Blvd., North Miami Beach, FL.
3. Jeb Handwerger - 1091 N.E. 166<sup>th</sup> St., North Miami Beach, FL.
4. Allison Robie - 2131 N.E. 179<sup>th</sup> St., North Miami Beach, FL.
5. Terrence Camenzuli - 17151 N.E. 17<sup>th</sup> Ave., North Miami Beach, FL.

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

There were no **APPOINTMENTS**.

### **CONSENT AGENDA**

**Regular Meeting Minutes of October 4, 2016 (Pamela L. Latimore, CMC, City Clerk)**

#### **Resolution R2016-88 (Councilman Anthony F. DeFillipo)**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S EFFORT TO SECURE STATE AND FEDERAL FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS AND CONVERTING TO SEWER SYSTEM CONNECTIONS; URGING ALL MUNICIPALITIES IN MIAMI-DADE COUNTY TO JOIN THE CITY IN SUPPORTING THE COUNTY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **Resolution R2016-89 (Joel Wasserman, Chief Procurement Officer)**

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 FLORIDA DESIGN DRILLING, CORP., R.J. SULLIVAN CORP., AND WHARTON-SMITH, INC. FOR WATER AND WASTEWATER PLANT CONSTRUCTION FOR GENERAL CONTRACT WORK INSIDE THE WATER AND WASTEWATER FACILITIES. (Florida Design Drilling).

This item was pulled from the Consent Agenda and moved to Legislation.

**Resolution R2016-90 (Jeffrey Thompson, Director of NMB Water)**

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 ENVIROWASTE SERVICES GROUP, INC, FOR ROUTINE AND EMEGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAKS; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

This item was pulled from the Consent Agenda and moved to Legislation.

**Resolution R2016-95 (Janette Smith, Finance Director and Joel Wasserman, Chief Procurement Officer)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF AN AUDIT COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES.

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** the Consent Agenda consisting of the Regular Meeting Minutes of October 4, 2016 and Resolution 2016-88 made by Councilman DeFillipo, seconded by Councilwoman Martell.

**MOTION PASSED 7-0.**

**CITY MANAGER'S REPORT**

Director of Parks and R.E.C. Paulette Murphy announced the Veterans Day Service taking place on November 11, 2016 at 10am at the All Wars Memorial Park located at 16500 N.E. 16<sup>th</sup> Avenue.

Library Manager Edenia Hernandez announced the 'Birthday Fiesta' event taking place on November 19, 2016 at 3:30pm at the North Miami Beach library located at 1601 N.E. 164<sup>th</sup> Street. She announced the 'Life in NMB 2026' contest event to write an essay, sing a song, and draw a picture will be presented at the library on November 19, 2016. She announced the 'More Caps For Sale' show event at the Littman Performing Arts Theater located at 17011 N.E. 19<sup>th</sup> Avenue on November 18, 2016 at 7:00pm

Assistant City Manager Esmond Scott announced the Household Hazardous Waste Collection Day event taking place on November 12, 2016 from 9am-12:00pm at the North Miami Beach Operations Center located at 2101 N.E. 159<sup>th</sup> Street. He mentioned accepted items (including batteries, pesticides, paints, and solvents) and prohibited items (including explosives, tires, smoke detectors, and bulk trash).

Director of NMB Water Jeffrey Thompson provided an update on the recent Town Hall meeting with staff concerning the ongoing RFQ process and stated that the current water quality meets all regulations.

Finance Director Janette Smith announced that the City recently received a Certificate of Achievement for Excellence in Financial Reporting and the water bonds were upgraded from A+ to AA-.

**CITY ATTORNEY'S REPORT**

City Attorney Smith announced the promotion of Assistant City Attorney Sarah Johnston to Deputy City Attorney, introduced Tiffany Britton as the new Assistant City Attorney, and wished Dotie Joseph well in her new position with a litigation firm.

City Attorney Smith stated that the City recently filed two forfeiture cases involving seized automobiles, closed one forfeiture case in the amount of \$200,000, and has three recently filed foreclosure cases involving liens.

Councilwoman Spiegel asked about the issue regarding Maule Lake and City Attorney Smith said that the claims have been reviewed and further research and a detailed update is pending.

### **DISCUSSION**

Mayor Vallejo discussed the upcoming North Miami Beach special election on November 8, 2016 and stated that there is a disinformation campaign against the proposed ballot questions. He read an email written by Charter Review Committee Chairman Chuck Asarnow concerning the priorities and recommendations of the committee. Mayor Vallejo mentioned flyers and robocalls that are attacking the work of the Council and the Charter Review Committee. He explained the process of selecting a diverse group of residents to serve on the committee and identify issues in the current City charter that needed to be reviewed. The Mayor and Council encouraged residents to vote.

### **LEGISLATION**

#### **Resolution R2016-91 (Richard G. Lorber, AICP, Director of Community Development)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, MAKING CERTAIN FINDINGS; DESIGNATING PROPERTY LOCATED AT 15700 BISCAYNE BOULEVARD AND 15902 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA 33162 (FOLIO NOS. 07-2216-000-0410 AND 07-2216-000-0360), TO BE REDEVELOPED AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(b), FLORIDA STATUTES, OF FLORIDA'S BROWNFIELD REDEVELOPMENT ACT, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77 – 376.85, FLORIDA STATUTES. (Former Melting Pot)

**Motion to approve** Resolution 2016-91 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

#### **Jennings Disclosure**

Councilwoman Spiegel attended the scheduled public meeting on the item and exchanged pleasantries with City resident Rolland Veilleux and spoke to Mr. Goldstein about the benefits to his client in designating the site as a Green Use area and previous Brownfields legislation. She also talked to City staff about the item.

Councilwoman Martell did not speak to anyone regarding this item.

Councilwoman Kramer did not speak to anybody about this item.

Mayor Vallejo received input from City staff about this item.

Councilman DeFillipo had no communication with anyone about this item.

Councilwoman Smith spoke to Mr. Goldstein about prior similar actions in the City and was offered a meeting, but said she understood what she needed to know. She also talked to City staff about the item.

Councilman Pierre was off the dais.

City Clerk Latimore asked anyone who will be speaking on this subject and providing testimony to raise their right hand to be sworn in.

Director of Community Development Richard Lorber provided a detailed explanation of the resolution and recommended approval on first reading.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

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

Michael Goldstein of the Goldstein Environmental Law firm, located at 1 S.E. 3<sup>rd</sup> Avenue in Miami, represented the applicant and discussed further details about the request to designate the property as a Green Reuse area.

The Mayor and Council discussed the details of the proposed resolution.

### **Roll Call Vote**

DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Smith - **Yes**, Spiegel - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 6-0** with Councilman Pierre off the dais.

### **Resolution R2016-92 (Richard G. Lorber, AICP, Director of Community Development)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, MAKING CERTAIN FINDINGS; DESIGNATING PROPERTY LOCATED AT 15779 WEST DIXIE HIGHWAY, NORTH MIAMI BEACH, FLORIDA 33162 (FOLIO NO. 07-2216-000-0380), TO BE REDEVELOPED AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(b), FLORIDA STATUTES, OF FLORIDA'S BROWNFIELD REDEVELOPMENT ACT, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77 – 376.85, FLORIDA STATUTES.

**Motion to approve** Resolution 2016-92 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

### **Jennings Disclosure**

Councilwoman Smith spoke to Mr. Goldstein about prior similar actions in the City and was offered a meeting, but said she understood what she needed to know. She also talked to City staff about the item.

Councilman DeFillipo had no communication with anyone about this item.

Mayor Vallejo received input from City staff about this item.

Councilwoman Kramer said she briefly talked about the item at a previous Council meeting.

Councilwoman Martell did not speak to anyone regarding this item.

Councilwoman Spiegel attended the scheduled public meeting along with City resident Rolland Veilleux and talked to City staff about the item. She also spoke to Mr. Goldstein about the benefits to his client in designating the site as a Green Use area, confirmed that it functioned the same as previous Brownfields legislation, and still meets the same remediation goals.

Councilman Pierre was off the dais.

City Clerk Latimore asked anyone who will be speaking on this subject and providing testimony to raise their right hand to be sworn in.

Director of Community Development Richard Lorber provided a detailed explanation of the resolution and recommended approval on first reading.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

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

The Mayor and Council discussed the details of the proposed resolution.

**Roll Call Vote**

Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Vallejo - **Yes**.  
**MOTION PASSED 7-0.**

Councilman Pierre arrived back on the dais and stated that he had no contact with anyone about this item before voting.

**Resolution R2016-93 (Marvin Adams, HR/Risk Analyst)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BY AND BETWEEN CLAIMANTS MOISES TUSSIE AND SUBROGEE PROGRESSIVE AMERICAN INSURANCE COMPANY, AND THE CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$27,991.72, TO RESOLVE CLAIMANTS' DEMAND FOR DAMAGES ALLEGED TO HAVE RESULTED FROM A MOTOR VEHICLE ACCIDENT INVOLVING A CITY EMPLOYEE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.

**Motion to approve** Resolution 2016-93 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

City Attorney Smith provided a detailed explanation of the resolution and recommended that Council approve the settlement so that it can be finalized.

**Voice Vote: MOTION PASSED 6-0** with Councilwoman Smith off the dais.

**Resolution R2016-94 (Candido Sosa-Cruz, Deputy City Manager)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SETTLE, SATISFY, AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 1881 NE 157<sup>th</sup> TERRACE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$10,000.00 AND PROVIDING FOR AND EFFECTIVE DATE.

**Motion to approve** Resolution 2016-94 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

Building and Code Compliance Manager Lazaro Remond provided a detailed explanation of the resolution and recommended that Council approve and accept the offer of \$10,000 to settle and satisfy the fines and liens of the property located at 1881 N.E. 157<sup>th</sup> Terrace.

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

**Ordinance 2016-11 First Reading by Title Only (Bob Sugarman, Esq.)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH; AMENDING ARTICLE II, DEFINITIONS OF DROP PARTICIPANT AND NORMAL RETIREMENT DATE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR

PARTY OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-11 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

Michael Gillman of Sugarman and Susskind, P.A., located at 100 Miracle Mile in Coral Gables, provided an explanation of the ordinance which revises and amends the definitions of 'DROP Participant' and 'Normal Retirement Date' in the police officers and firefighters retirement plan to conform to changes made in Ordinance 2016-4.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

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

**Roll Call Vote**

Martell - Yes, Pierre - Yes, Smith - Yes, Spiegel - Yes, DeFillipo - Yes, Kramer - Yes, Vallejo - Yes.

**MOTION PASSED 7-0** on first reading.

**Ordinance 2016-12 First Reading by Title Only (Joel Wasserman, Chief Procurement Officer)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER III OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "PURCHASING" BY AMENDING SECTIONS 3-1.3 "PURPOSE," 3-1.4 "DEFINITIONS," 3-2.2 "SCOPE OF PURCHASING AUTHORITY," 3-2.3 "PURCHASE ORDERS," 3-3.4 "NOTICE INVITING BIDS," 3-3.5 "BID DEPOSITS," 3-3.6 "SEALED BIDS," 3-3.12 "BID SECURITY AND BONDS," 3-3.13 "COMPETITIVE SEALED PROPOSALS," 3-3.14 "AWARD OF BIDS AND PROPOSALS," 3-3.15 "AWARD OF TIE BIDS; LOCAL PREFERENCE," 3-3.16 "AWARD TO OTHER THAN LOW BIDDER," 3-3.17 "PUBLIC RECORD," 3-3.18 "TERMINATION OF CONTRACTS BY CITY MANAGER," 3-4.1 "UNAUTHORIZED PURCHASES," 3-4.2 "EMERGENCY PURCHASES," 3-4.3 "USE OF OTHER GOVERNMENTAL ENTITIES' CONTRACTS," 3-4.5 "EXEMPTIONS FROM BIDDING," 3-4.6 "SURPLUS, OBSOLETE, OR BROKEN STOCK OR EQUIPMENT," 3-4.7 "DISQUALIFICATION OF BIDDERS," 3-4.9 "WAIVERS OF BID," 3-4.10 "CENTRAL STORES," AND 3-4.12 "PENALTY PROVISIONS,"; AND ADDING SECTION 3-3.19 "CONTRACT EXTENSIONS FOR OPERATIONAL NECESSITY;" PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-12 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Chief Procurement Officer Joel Wasserman provided a detailed explanation of the ordinance and recommended that Council approve and adopt the proposed revisions and enhancements to provide greater transparency, flexibility, and efficiencies in the procurement process.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

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

Councilwoman Spiegel made a motion to amend the ordinance to retain the language "with the assistance, cooperation, and input of the using departments and divisions" within Section 3-2.2h of Chapter III of the Code of Ordinances of the City of North Miami Beach titled "Purchasing". The motion was seconded by

Councilwoman Smith and Mayor Vallejo gave direction to the City staff to make note for second and final reading.

Councilwoman Spiegel asked if the “other governmental entities” within Section 3-2.2l Chapter III of the Code of Ordinances included anywhere in the country and Mr. Wasserman replied that it does, but the City would look for and select something comparable.

Councilwoman Spiegel discussed Section 3-3.4c of Chapter III of the Code of Ordinances referring to “the Purchasing Agent shall have the discretion to satisfy the notice requirement” and Deputy City Attorney Sarah Johnston stated that the agent is still bound by state statute.

Councilwoman Spiegel recommended eliminating or clarifying the language within Section 3-4.5k of Chapter III of the Code of Ordinances stating that “Purchases of insurance through the City’s agent of record are exempt from the competitive bid process and competitive proposal requirements” and the City staff will amend as needed.

Councilwoman Smith discussed including in the ordinance whether or not the City should be required to contact other cities before piggy-backing a contract and Mr. Wasserman stated that it is a common practice to ask if other cities have any issues with the vendors.

**Roll Call Vote**

Pierre - **Yes**, Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 7-0** on first reading.

**Resolution R2016-95 (Janette Smith, Finance Director and Joel Wasserman, Chief Procurement Officer)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF AN AUDIT COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES.

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** Resolution 2016-95 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

Finance Director Janette Smith provided an explanation about the resolution stating that the City will establish and recognize an Audit Committee to offer analysis and advice regarding the selection of a professional auditing service firm and other audit oversight purposes.

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

**Ordinance 2016-13 First Reading by Title Only (Richard Lorber, Director of Community Development)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING CHAPTER 12 “LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS”, ARTICLE III “CONDITIONS FOR SPECIFIC BUSINESS TAX RECEIPTS”, SECTION 12-4 “RESERVED”, AND CHAPTER XXI “HEALTH”, SECTION 21-5 “RESERVED” TO PROVIDE LICENSING CONDITIONS AND REQUIREMENTS TO REGULATE MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-13 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

Director of Community Development Richard Lorber and Planning and Zoning Manager Justin Proffitt provided an explanation of the ordinance and recommended that the City's code be amended to provide licensing conditions and requirements to regulate medical marijuana dispensaries and treatment centers.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Jeb Handwerger - 1091 N.E. 166<sup>th</sup> St., North Miami Beach, FL.

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

**Motion to amend** to include language stating that 'anyone who opens a medical marijuana dispensary or treatment center shall be entitled to a business tax receipt as long as they are in compliance with state regulations' made by Councilwoman Spiegel, seconded by Mayor Vallejo.

**MOTION PASSED 7-0.**

**Motion to amend** to include language stating that 'anyone who opens a medical marijuana dispensary or treatment center shall be entitled to a business tax receipt as long as they are in compliance with state law and the City's zoning code' made by Councilwoman Spiegel, seconded by Councilman DeFillipo.

**MOTION PASSED 7-0.**

**Roll Call Vote**

Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 7-0** as amended on first reading.

**Ordinance 2016-14 First Reading by Title Only (Richard Lorber, Director of Community Development)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING CHAPTER XXIV "NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE", ARTICLE II "DEFINITIONS", SECTION 24-22 "DEFINITIONS", AND ARTICLE V, "ZONING USE DISTRICTS", SECTION 24-52 "B-2 GENERAL BUSINESS DISTRICT", SECTION 24-54 B-4 "DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL DISTRICT", AND SECTION 24-54.1 "B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT" TO PROVIDE THE CONDITIONS AND REQUIREMENTS FOR THE USE OF MEDICAL MARIJUANA DISPENSARIES, AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-14 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

Director of Community Development Richard Lorber provided an explanation of the ordinance and recommended that the City's code be amended to provide the conditions and requirements for the use of medical marijuana dispensaries and treatment centers.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

- 1 Terrence Camenzuli - 17151 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.
- 2 Jeb Handwerger - 1091 N.E. 166<sup>th</sup> St., North Miami Beach, FL.

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

**Motion to amend** to include language in the 5<sup>th</sup> Whereas clause stating that ‘because of the federal banking restrictions and the cash nature of the business, MMD’s and MMTC’s are inherently attractive targets for criminals and criminal activity’ made by Councilwoman Spiegel, seconded by Mayor Vallejo.  
**MOTION PASSED 7-0.**

**Motion to amend** to accept the least restrictive (500 ft.) map made by Councilwoman Spiegel, seconded by Councilman DeFillipo.  
**MOTION PASSED 7-0.**

**Motion to amend** to remove rehab centers from the restrictive map made by Councilwoman Spiegel, seconded by Mayor Vallejo.  
**MOTION PASSED 7-0.**

**Roll Call Vote**

Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Smith - **Yes**, Vallejo - **Yes**.  
**MOTION PASSED 7-0** as amended on first reading.

**Resolution R2016-89 (Joel Wasserman, Chief Procurement Officer)**

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 FLORIDA DESIGN DRILLING, CORP., R.J. SULLIVAN CORP., AND WHARTON-SMITH, INC. FOR WATER AND WASTEWATER PLANT CONSTRUCTION FOR GENERAL CONTRACT WORK INSIDE THE WATER AND WASTEWATER FACILITIES. (Florida Design Drilling).

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** Resolution 2016-89 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Director of NMB Water Jeffrey Thompson provided an explanation of the resolution and Councilwoman Spiegel stated that she wanted to make sure that the time limit in the contract applied to the approval and whether this was included in the RFQ or needed to be done before.

**Voice Vote: MOTION PASSED 6-0** with Vice Mayor Kramer off the dais.

**Resolution R2016-90 (Jeffrey Thompson, Director of NMB Water)**

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 ENVIROWASTE SERVICES GROUP, INC, FOR ROUTINE AND EMEGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAKS; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** Resolution 2016-90 made by Councilwoman Martell, seconded by Councilman DeFillipo.

Director of NMB Water Jeffrey Thompson provided an explanation of the resolution and the Mayor and Council discussed the terms and conditions of the contract.

**Motion to amend** the 8<sup>th</sup> Whereas clause to replace the amount of \$400,000 with \$219,000 made by Councilwoman Smith, seconded by Councilwoman Martell.

**MOTION PASSED 7-0.**

**Motion to rescind** the previous motion to amend made by Councilwoman Smith, seconded by Councilwoman Martell.

**MOTION PASSED 7-0.**

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

**Motion to approve** to continue the meeting past midnight made by Councilwoman Spiegel, seconded by Councilwoman Smith.

**MOTION PASSED 7-0.**

### **CITY COUNCIL REPORTS**

**Councilman DeFillipo** congratulated the newly sworn-in police officer, praised the City staff for the continued hard work, and encouraged residents to contact the Parks and R.E.C. department for information about upcoming events.

**Vice Mayor Kramer** informed and reminded residents that the Beautification Committee meetings are on the 3<sup>rd</sup> Wednesday of every month and the Multi-Cultural Committee meetings are on the 2<sup>nd</sup> Monday of every month.

**Councilwoman Martell** thanked the members of the Charter Review Committee for their service, talked about the importance of voting, and wished a happy upcoming birthday to her husband and Vice Mayor Kramer.

**Councilman Pierre** said good morning and good night.

**Councilwoman Smith** talked about her recent 50<sup>th</sup> wedding anniversary and the 5<sup>th</sup> birthday of her grandson. She discussed the resolution that was voted on at the end of the meeting and said that the Halloween event was amazing. She invited everyone to attend future city functions, thanked all for staying up for the meeting, and encouraged everybody to vote in the upcoming election.

**Councilwoman Spiegel** encouraged residents to vote early, mentioned several early voting sites, and invited everyone to attend the upcoming Veteran's Day event.

**Mayor Vallejo** congratulated and welcomed the newly sworn-in police officer and wished a happy upcoming birthday to Vice Mayor Kramer and Councilwoman Martell's husband. He wished everyone a happy Veteran's Day and discussed the resolution that was voted on at the end of the meeting.

**NEXT REGULAR CITY COUNCIL MEETING** is Tuesday, November 15, 2016.

### **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 12:09am.

**ATTEST:**

**(SEAL)**

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Pamela L. Latimore, CMC



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, CMC, City Clerk  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** Regular Meeting Minutes November 15, 2016 (Pamela L. Latimore, CMC, City Clerk)

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

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**ATTACHMENTS:**

[Regular Meeting Minutes Nov 15, 2016](#)



**CITY OF NORTH MIAMI BEACH**  
City Council Meeting  
City Hall, Council Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, November 15, 2016**  
**7:30 PM**

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

City Manager Ana M. Garcia, ICMA-CM  
City Attorney Jose Smith  
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.

**City Council Regular Meeting Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:32pm. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, Council Members Anthony F. DeFillipo, Marlen Martell, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore were also present.

**INVOCATION** by City Clerk Pamela L. Latimore.

**PLEDGE OF ALLEGIANCE** was led by Mayor and Council.

**REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

At the request of Councilwoman Smith, Resolution 2016-98 and Resolution 2016-101 will be moved from the Consent Agenda to Legislation.

Motion to **remove** the discussion item on Ordinance 2015-8 from the agenda made by Mayor Vallejo, seconded by Councilman DeFillipo.

**MOTION PASSED 4-3** with Councilman Pierre, Councilwoman Smith, and Councilwoman Spiegel opposed.

At the request of Mayor Vallejo, Resolution 2016-97 will be moved to the front of Legislation.

Mayor Vallejo announced that the agenda as amended has been adopted.

### **PRESENTATIONS/DISCUSSIONS**

Toni Diaz from the Humane Society of Greater Miami, located at 16101 West Dixie Highway, announced the upcoming Holiday Lights for the Animals event taking place on December 3, 2016 and introduced several dogs that are currently available for adoption at the shelter.

Steven Codio made a presentation on the ASAP Haiti Relief Project, a newly formed non-profit organization of twelve Haitian mayors from neighboring municipalities to create awareness of the recent devastating hurricane and flooding and solicit aid and assistance from public and private sectors. Mr. Codio asked the City to donate surplus and obsolete materials and equipment, for authorization to utilize the Littman Theater for one night to organize a concert, and to place a donation box in the lobby of City Hall. The Mayor and Council directed Mr. Codio to speak with City staff to discuss the protocols and procedures.

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

City Clerk Latimore read the rules of public comment into the record and the following person(s) made comments on the record:

1. Jacqueline Exceus - 2349 N.E. 172<sup>nd</sup> St., North Miami Beach, FL.
2. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

Councilman DeFillipo stated that he informed residents at a previous Council meeting that St. Fort's Funeral Home was collecting donated items in support of Haiti as a result of Hurricane Matthew.

Councilwoman Spiegel discussed a recent letter written by a member of the Commission on the Status of Women regarding the allocation of funds to attend a past national conference. Councilwoman Spiegel asked the City Clerk to review the minutes from the meeting that the item was voted on and requested that the City Manager and City Clerk respond and inform the resident that a Councilmember does not have control over these expense item funds and the item was brought before the Council and voted down.

There were no **APPOINTMENTS**.

### **CONSENT AGENDA**

**Resolution R2016-98 (Patrick Brett, CRA Administrator)**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NORTH MIAMI BEACH FOR ADMINISTRATIVE SERVICES; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.

This item was pulled from the Consent Agenda and moved to Legislation.

**Resolution R2016-99 (William Hernandez, Chief of Police)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN NORTH MIAMI BEACH FOR FISCAL YEAR 2016/2017.

**Resolution R2016-101 (Candido Sosa-Cruz, Deputy City Manager)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO WAIVE COMPETITIVE BIDDING FOR THE SELECTION OF PREFERRED GOVERNMENTAL INSURANCE TRUST ("PGIT") AS THE PROVIDER FOR PROPERTY AND EXCESS WORKER'S COMPENSATION INSURANCE COVERAGE AND RATIFYING THE AGREEMENT FOR INSURANCE COVERAGE, IN THE ESTIMATED ANNUAL AMOUNT OF \$326,340.00, AS RECOMMENDED BY THE CITY'S INSURANCE BROKER OF RECORD, BROWN & BROWN OF FLORIDA, INC.

This item was pulled from the Consent Agenda and moved to Legislation.

**Regular Meeting Minutes of October 18, 2016 (Pamela L. Latimore, City Clerk)**

**Motion to approve** the Consent Agenda consisting of Resolution 2016-99 and the Regular Meeting Minutes of October 18, 2016 made by Councilman DeFillipo, seconded by Councilman Pierre.

**MOTION PASSED 7-0.**

**CITY MANAGER'S REPORT**

Althea Player of Florida Power and Light (FPL), located at 4200 West Flagler Street, discussed the beautification of the FPL wall at the Golden Glades Interchange and State Road 826. She talked about the project and agreement between the City of North Miami Beach and FPL that will allow for the enhancement of a gateway presence on the western end of the city by placing a mural on the FPL substation wall.

Library Manager Edenia Hernandez announced the 'More Caps For Sale' show at the Littman Performing Arts Theater located at 17011 N.E. 19<sup>th</sup> Avenue on November 18, 2016 at 7:00pm and the Birthday Fiesta event taking place on November 19, 2016 at 3:30pm at the North Miami Beach library located at 1601 N.E. 164<sup>th</sup> Street.

City Manager Garcia announced the ribbon cutting ceremony of the Biscayne Boulevard entry sign and landscaping project taking place on December 10, 2016 at 4:30pm.

Chief of Police William Hernandez requested a forfeiture (LETf) appropriation in the amount of \$704,000 from the Federal Justice Law Enforcement Trust Fund and \$647,000 from the State and Local Law Enforcement Trust Fund.

**Motion to approve** the Forfeiture (LETF) Appropriation Request made by Councilman Pierre, seconded by Councilman DeFillipo.

**MOTION PASSED 7-0.**

### **CITY ATTORNEY'S REPORT**

City Attorney Smith stated that the City is adding approximately \$26,000 to the police forfeiture fund due to a recently closed case.

### **DISCUSSION ITEMS**

#### **Discussion on Ordinance 2015-8 (Councilwoman Beth E. Spiegel)**

This item was pulled from the agenda.

#### **Regular Meeting Dates for 2017 Calendar (Pamela L. Latimore, City Clerk)**

This item was discussed at the Council conference prior to the Council meeting and the final calendar will be adopted at the December 6, 2016 Council meeting.

### **LEGISLATION**

#### **Resolution R2016-97 (Richard Lorber, Director of Community Development)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING VARIANCES IN ACCORDANCE WITH SECTION 24-158 "VARIANCE STANDARDS" FROM THE ZONING AND LAND DEVELOPMENT CODE, CHAPTER XXIV, ARTICLE XIII, ENTITLED "SIGNS," SPECIFICALLY GRANTING VARIANCES, FROM SECTION 24-147.1(G)(1) TO PERMIT A SECOND WALL SIGN, WHERE ONLY ONE WALL SIGN IS ALLOWED, AND TO PERMIT AN APPROXIMATELY 145 SQUARE FOOT WALL SIGN WHERE AN APPROXIMATELY 112 SQUARE FOOT SIGN IS ALLOWED, AND GRANTING A VARIANCE FROM 24-149.2(A)(2) TO PERMIT A WALL SIGN ON THE SOUTH FACADE, WHERE A SIGN IS ONLY ALLOWED ON THE EAST FACADE, ON PROPERTY LOCATED AT 16348 NE 26 AVENUE, NORTH MIAMI BEACH, FLORIDA.

**Motion to approve** Resolution 2016-97 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

#### **Jennings Disclosure**

Councilman Pierre had no contact.

Councilwoman Smith had no contact.

Councilman DeFillipo had no communication.

Mayor Vallejo spoke to the applicants about the location of the proposed sign and the procedure involved in requesting variances from City staff.

Vice Mayor Kramer had no contact.

Councilwoman Martell had no contact.

Councilwoman Spiegel had no discussion, but looked at the building and signs on other buildings in the surrounding area.

City Clerk Latimore asked anyone who will be speaking on this subject and providing testimony to raise their right hand to be sworn in.

Planning and Zoning Manager Justin Proffitt provided an explanation of the resolution and stated that the request is for three sign variances to permit a second wall sign on the south facade that is larger than permitted by code and the subject property is being developed for a martial arts health studio and school.

Mr. Proffitt stated that City staff recommended approval of the three sign variances subject to the conditions in the resolution.

Felix Lasarte of the Lasarte Law Firm, located at 3250 N.E. 1<sup>st</sup> Avenue, spoke on behalf of the applicant about the proposed project and variance requests.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Gilda Sanchez - 2717 N.E. 165<sup>th</sup> St., North Miami Beach, FL.

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

The Mayor and Council discussed the details of the proposed resolution.

#### **Roll Call Vote**

DeFillipo - **Yes**, Kramer - **No**, Martell - **Yes**, Pierre - **Yes**, Smith - **Yes**, Spiegel - **No**, Vallejo - **Yes**.  
**MOTION PASSED 5-2** with Vice Mayor Kramer and Councilwoman Spiegel opposed.

#### **Resolution R2016-91 (Richard Lorber, Director of Community Development)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, MAKING CERTAIN FINDINGS; DESIGNATING PROPERTY LOCATED AT 15700 BISCAYNE BOULEVARD AND 15902 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA 33162 (FOLIO NOS. 07-2216-000-0410 AND 07-2216-000-0360), TO BE REDEVELOPED AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(b), FLORIDA STATUTES, OF FLORIDA'S BROWNFIELD REDEVELOPMENT ACT, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77-376.85, FLORIDA STATUTES. (Former Melting Pot)

**Motion to approve** Resolution 2016-91 made by Councilwoman Martell, seconded by Councilman Pierre.

#### **Jennings Disclosure**

Councilwoman Spiegel had no changes since her previous Jennings Disclosure on this item.  
Councilwoman Martell had no changes since her previous Jennings Disclosure on this item.  
Councilwoman Kramer had no changes since her previous Jennings Disclosure on this item.  
Mayor Vallejo had no changes since his previous Jennings Disclosure on this item.  
Councilman DeFillipo had no changes since his previous Jennings Disclosure on this item.  
Councilwoman Smith had no changes since her previous Jennings Disclosure on this item, but stated that she talked to the owners of the property about relocating and redeveloping a few years ago.  
Councilman Pierre had no changes since his previous Jennings Disclosure on this item.

City Clerk Latimore asked anyone who will be speaking on this subject and providing testimony to raise their right hand to be sworn in.

Director of Community Development Richard Lorber provided a detailed explanation of the resolution and stated that City staff recommended approval on second and final reading.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

Lindsay Walton of the Goldstein Environmental Law firm, located at 1 S.E. 3<sup>rd</sup> Avenue in Miami, represented the applicant and discussed further details about the request to redevelop and designate the property as a Brownfield and Green Reuse area.

The Mayor and Council discussed the details of the proposed resolution. Councilman DeFillipo requested that the applicant take into consideration the possibility of offering a piece of public art to the City to display in the improvement area. Director of Community Development Richard Lorber announced that there is a historic building on the nearby site that needs to be addressed to determine whether it will be preserved, rehabilitated, or moved.

**Voice Vote: MOTION PASSED 7-0** on second and final reading.

**Resolution R2016-92 (Richard Lorber, Director of Community Development)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, MAKING CERTAIN FINDINGS; DESIGNATING PROPERTY LOCATED AT 15779 WEST DIXIE HIGHWAY, NORTH MIAMI BEACH, FLORIDA 33162 (FOLIO NO. 07-2216-000-0380), TO BE REDEVELOPED AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(b), FLORIDA STATUTES, OF FLORIDA'S BROWNFIELD REDEVELOPMENT ACT, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77 – 376.85, FLORIDA STATUTES. (Former People's Gas)

**Motion to approve** Resolution 2016-92 made by Councilwoman Martell, seconded by Councilman DeFillipo.

**Jennings Disclosure**

Councilman Pierre had no changes since his previous Jennings Disclosure on this item.

Councilwoman Smith had no changes since her previous Jennings Disclosure on this item, but stated that she talked to the owners of the property about relocating and renovating a few years ago.

Councilman DeFillipo had no changes since his previous Jennings Disclosure on this item.

Mayor Vallejo had no changes since his previous Jennings Disclosure on this item.

Councilwoman Kramer had no changes since her previous Jennings Disclosure on this item.

Councilwoman Martell had no changes since her previous Jennings Disclosure on this item.

Councilwoman Spiegel had no changes since her previous Jennings Disclosure on this item.

City Clerk Latimore asked anyone who will be speaking on this subject and providing testimony to raise their right hand to be sworn in.

Director of Community Development Richard Lorber provided a detailed explanation of the resolution and stated that City staff recommended approval on second and final reading.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

The Mayor and Council discussed the details of the proposed resolution.

**Voice Vote: MOTION PASSED 7-0** on second and final reading.

**Ordinance 2016-15 First Reading by Title Only (Richard Lorber, Director of Community Development)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, "SUPPLEMENTAL REGULATIONS" SECTION 24-80 "FENCES, WALLS AND HEDGES", TO SPECIFY THAT HEIGHTS OF ELEVATION OF WALLS OR FENCES SHALL BE MEASURED FROM ADJACENT GRADE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2015-15 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

Director of Community Development Richard Lorber provided a detailed explanation of the ordinance and stated that the City previously adopted Ordinance 2015-2, which provided that the heights of elevation of any wall or fence shall be measured from the crown of the road and this has resulted in unexpected consequences in residential districts that have contours and terrain. Mr. Lorber stated that City staff recommended approving the proposed ordinance and the Mayor and Council discussed the details of the proposed ordinance.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

**Motion to amend** the ordinance to add that "heights of elevation of walls or fences shall be measured from the highest adjacent grade" made by Councilwoman Martell, seconded by Mayor Vallejo.

**MOTION WITHDRAWN** by Councilwoman Martell.

**Roll Call Vote**

Kramer - **Yes**, Martell - **Yes**, Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 6-0** on first reading with Councilman Pierre off the dais.

Councilwoman Martell asked Mr. Lorber to speak with the building official in regards to how this ordinance is functional to the building permit process.

**Ordinance 2016-11 Second and Final Reading (Bob Sugarman, Esq.)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH; AMENDING ARTICLE II, DEFINITIONS OF DROP PARTICIPANT AND NORMAL RETIREMENT DATE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-11 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

City Attorney Smith explained the ordinance and stated that the definitions of ‘Drop Participant’ and ‘Normal Retirement Date’ are being amended in the Police Officers and Firefighters Retirement Plan to conform to changes that were made in Ordinance 2016-4.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

**Roll Call Vote**

Martell - **Yes**, Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 6-0** on second and final reading with Councilman Pierre off the dais.

**Ordinance 2016-12 Second and Final Reading (Joel Wasserman, Chief Procurement Officer)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER III OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "PURCHASING" BY AMENDING SECTIONS 3-1.3 "PURPOSE," 3-1.4 "DEFINITIONS," 3-2.2 "SCOPE OF PURCHASING AUTHORITY," 3-2.3 "PURCHASE ORDERS," 3-3.4 "NOTICE INVITING BIDS," 3-3.5 "BID DEPOSITS," 3-3.6 "SEALED BIDS," 3-3.12 "BID SECURITY AND BONDS," 3-3.13 "COMPETITIVE SEALED PROPOSALS," 3-3.14 "AWARD OF BIDS AND PROPOSALS," 3-3.15 "AWARD OF TIE BIDS; LOCAL PREFERENCE," 3-3.16 "AWARD TO OTHER THAN LOW BIDDER," 3-3.17 "PUBLIC RECORD," 3-3.18 "TERMINATION OF CONTRACTS BY CITY MANAGER," 3-4.1 "UNAUTHORIZED PURCHASES," 3-4.2 "EMERGENCY PURCHASES," 3-4.3 "USE OF OTHER GOVERNMENTAL ENTITIES' CONTRACTS," 3-4.5 "EXEMPTIONS FROM BIDDING," 3-4.6 "SURPLUS, OBSOLETE, OR BROKEN STOCK OR EQUIPMENT," 3-4.7 "DISQUALIFICATION OF BIDDERS," 3-4.9 "WAIVERS OF BID," 3-4.10 "CENTRAL STORES," AND 3-4.12 "PENALTY PROVISIONS,"; AND ADDING SECTION 3-3.19 "CONTRACT EXTENSIONS FOR OPERATIONAL NECESSITY;" PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-12 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

Chief Procurement Officer Joel Wasserman explained the ordinance and the proposed changes that would provide for greater transparency and efficiencies in the procurement process.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

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

**Roll Call Vote**

Smith - **Yes**, Spiegel - **No**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 5-1** on second and final reading with Councilwoman Spiegel opposed and Councilman Pierre off the dais.

**Ordinance 2016-13 Second and Final Reading (Richard Lorber, Director of Community Development)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING CHAPTER

12 “LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS”, ARTICLE III “CONDITIONS FOR SPECIFIC BUSINESS TAX RECEIPTS”, SECTION 12-4 “RESERVED”, AND CHAPTER XXI “HEALTH”, SECTION 21-5 “RESERVED” TO PROVIDE LICENSING CONDITIONS AND REQUIREMENTS TO REGULATE MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-13 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

Director of Community Development Richard Lorber provided an explanation of the ordinance on amending the City’s Code to provide licensing conditions and requirements to regulate medical marijuana dispensaries and treatment centers.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Jeb Handwerger - 1091 N.E. 166<sup>th</sup> St., North Miami Beach, FL.
2. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

The Mayor and Council discussed the details of the proposed ordinance.

**Motion to amend** Section 21-5.8 to include “Compliance with any applicable State Law or regulation shall be required for the issuance of any license under this section and non-compliance with any applicable State Law or regulation shall be grounds for revocation or suspension of any license issued hereunder” made by Councilwoman Spiegel, seconded by Councilwoman Martell.

**MOTION PASSED 7-0.**

**Roll Call Vote**

Smith - **Yes**, Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 7-0** as amended on second and final reading.

**Ordinance 2016-14 Second and Final Reading (Richard Lorber, Director of Community Development)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING CHAPTER XXIV “NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE”, ARTICLE II “DEFINITIONS”, SECTION 24-22 “DEFINITIONS”, AND ARTICLE V, “ZONING USE DISTRICTS”, SECTION 24-52 “B-2 GENERAL BUSINESS DISTRICT”, SECTION 24-54 B-4 “DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL DISTRICT”, AND SECTION 24-54.1 “B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT” TO PROVIDE THE CONDITIONS AND REQUIREMENTS FOR THE USE OF MEDICAL MARIJUANA DISPENSARIES, AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

**Motion to approve** Ordinance 2016-14 made by Councilman DeFillipo, seconded by Vice Mayor Kramer.

Director of Community Development Richard Lorber provided an explanation of the ordinance on amending the City's Code to provide the conditions and requirements for the use of medical marijuana dispensaries and treatment centers.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

1. Jeb Handwerger - 1091 N.E. 166<sup>th</sup> St., North Miami Beach, FL.
2. Mubarak Kazan - 15564 N.E. 12<sup>th</sup> Ave., North Miami Beach, FL.

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

The Mayor and Council discussed the details of the proposed ordinance.

Kraig Geiger, an author who was born and raised in North Miami Beach, introduced himself and announced that he will be receiving a key to the city and a proclamation on November 19, 2016.

**Roll Call Vote**

Spiegel - **Yes**, DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Smith - **Yes**, Vallejo - **Yes**.

**MOTION PASSED 7-0.**

**Resolution R2016-98 (Patrick Brett, CRA Administrator)**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NORTH MIAMI BEACH FOR ADMINISTRATIVE SERVICES; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** Resolution 2016-98 made by Councilwoman Smith, seconded by Councilwoman Martell.

Councilwoman Smith asked City Attorney Smith if the resolution is in compliance with what the CRA permits and the reply was yes.

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

**Resolution R2016-101 (Candido Sosa-Cruz, Deputy City Manager)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO WAIVE COMPETITIVE BIDDING FOR THE SELECTION OF PREFERRED GOVERNMENTAL INSURANCE TRUST (PGIT) AS THE PROVIDER FOR PROPERTY AND EXCESS WORKER'S COMPENSATION INSURANCE COVERAGE AND RATIFYING THE AGREEMENT FOR INSURANCE COVERAGE, IN THE ESTIMATED ANNUAL AMOUNT OF \$326,340.00, AS RECOMMENDED BY THE CITY'S INSURANCE BROKER OF RECORD, BROWN & BROWN OF FLORIDA, INC.

This item was pulled from the Consent Agenda and moved to Legislation.

**Motion to approve** Resolution 2016-101 made by Councilwoman Martell, seconded by Vice Mayor Kramer.

City Manager Garcia provided an explanation of the resolution and recommended that the Mayor and Council ratify and authorize the execution of an agreement between the City and Preferred Governmental Insurance Trust (PGIT) for property and excess worker's compensation insurance coverage. Chief Procurement Officer Joel Wasserman explained the bidding and selection process and City Manager Garcia stated that Brown and Brown was properly acquired by the City. The Mayor and Council discussed the details of the resolution.

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

### **CITY COUNCIL REPORTS**

**Councilman DeFillipo** wished everyone a happy Thanksgiving and a safe holiday season filled with peace. He thanked the City staff for their hard work and is looking forward to the upcoming Snow Fest event and parade on December 10, 2016.

**Vice Mayor Kramer** announced that November is Lung Cancer Awareness Month and asked anyone who is interested in attending and joining the Beautification Committee. She invited everybody to attend the 'More Caps For Sale' show, the Birthday Fiesta event, the Bow Wow Bonanza, and wished everyone a happy Thanksgiving.

**Councilwoman Martell** thanked the members of the Charter Review Committee for their contributions and the residents for voting on the amendments. She also thanked the City staff and the Police Department for their hard work and wished all the best and future success for the City.

**Councilman Pierre** congratulated the City staff, including the offices of the City Manager, City Attorney, City Clerk, and the Police Department for their hard work. He invited everyone to the upcoming event at the library and wished everybody a happy Thanksgiving.

**Councilwoman Smith** said it was a great time of year for giving and expressed her support to the Haitian community. She is looking forward to the completion of the FPL beautification wall project and encouraged everyone to adopt a pet from the Humane Society. She announced the upcoming Commission on Aging and Senior Citizens Advisory Board meeting and wished her mother to rest in peace and a happy birthday.

**Councilwoman Spiegel** mentioned the flyers that residents received concerning the charter amendments on the recent election ballot that were not sent by the City and wants to have a discussion on the ordinance that deals with the use of the City logo/seal. She talked about future projects of the Commission on the Status of Women, including the upcoming Heart Health Walk event and asked for volunteers. She wished everyone a happy Thanksgiving and discussed her positive experience as a poll watcher.

**Mayor Vallejo** announced that the tree lighting ceremony will be on December 6, 2016 and the Police Department will soon begin their Holiday Task Force. He wished City Attorney Smith a happy upcoming birthday and thanked his family, his Council colleagues, and the entire staff for the City's 'win streak'. He discussed the recent election and governmental transfer of power and wished everyone a happy Thanksgiving.

**NEXT REGULAR CITY COUNCIL MEETING** is Tuesday, December 6, 2016.

### **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 11:39pm.

**ATTEST:**

**(SEAL)**

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Pamela L. Latimore, CMC



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
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## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council

**FROM:** Ana M. Garcia, City Manager, ICMA-CM

**VIA:** Paulette Murphy, Director Parks and R.E.C.  
Joel Wasserman, CPPO, Chief Procurement Officer

**DATE:** Tuesday, December 6, 2016

**RE:** Resolution R2016-102 (Paulette Murphy, Director of Parks and R.E.C)

**BACKGROUND  
ANALYSIS:**

The City of North Miami Beach issued a Request for Proposals (RFP) No. RFP 2016-06, Replacement Curtains for the Julius Littman Performing Arts Theater to seek proposals from qualified firms for the replacement and installation of new curtains at the theater.

Notices were electronically mailed to 292 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 August 22, 2016. 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.

On September 20, 2016, responses were received from two (2) firms: Kenney Drapery & Associates and Rose Brand Wipers, Inc.

The Evaluation Criteria for this RFP comprised of 30 points for Technical Services, 30 points for Proposer Qualifications, 25 points for Price Consideration, 5 points for Experience with Government Entities, and 10 points for Client References for total weighted points of 100.

After considering the evaluation criteria and scoring, Rose Brand Wipers, Inc. was determined the highest ranked proposer by the Selection Committee.

The three (3) members of the Selection Committee, in collaboration with Procurement Management, have prepared the final contract and this award recommendation in accordance with the Procurement Policy/Regulation.

Rose Brand Wipers, Inc.  
Corporate Headquarters:  
4 Emerson Lane Secaucus, NJ 07094

Florida Location: Swag Décor a Rose Brand Company  
3601 Vineland Road, Suite 10 Orlando, FL 32311

The evaluation of the proposals is as follows:

Items	Evaluation Criteria	Maximum Available Points	Kenny Drapery	Rose Brand
1.	Technical Consideration	30	29.67	29.00
2.	Proposer Qualifications	30	30.00	28.00
3.	Price	25	19.00	25.00
4.	Experience Government Entities	5	4.33	4.67
5.	References	10	9.33	7.67
<b>Total Scores</b>		<b>100</b>	<b>92.33</b>	<b>94.33</b>

**RECOMMENDATION:**

After conducting her due diligence, the City Manager concurs with the Selection Committee, Parks and R.E.C. Department and Procurement Management Division’s recommendation and request the City Council of North Miami Beach to award RFP No. 2016-06 and authorize the City Manager to execute an Agreement (Exhibit “A”) between the City of North Miami Beach and Rose Brand Wipers, Inc. for RFP No. 2016-06 for Replacement Curtains for Julius Littman Performing Arts Theater.

**FISCAL/BUDGETARY IMPACT:**

The total all-inclusive expenditure for the replacement curtains is \$74,024.76. Funding was approved and part of FY16 budget and is being requested for roll over for FY 17 as part of this agenda item.

**ATTACHMENTS:**

- ▢ [Resolution R2016-102](#)



**RESOLUTION NO. R2016-102**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD REQUEST FOR PROPOSAL NO. 2016-06, TO REPLACE CURTAINS FOR THE JULIUS LITTMAN PERFORMING ARTS THEATER TO ROSE BRAND WIPERS, INC. AND TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$74,024.76; AND AUTHORIZING AND APPROVING A BUDGET TRANSFER OF \$51,848.70 FROM THE IMPACT FEE, MACHINERY AND EQUIPMENT FUND ACCOUNT #060770-564840 AND \$3,295.06 FROM THE IMPACT FEE, IMPROVEMENT FUND ACCOUNT #06077056030 TO THE JULIUS LITTMAN PERFORMING ARTS THEATER FUND ACCOUNT #010722-563830.**

**WHEREAS**, the City of North Miami Beach ("City") issued Request for Proposal (RFP) No. 2016-06 to establish a contract with a qualified firm to provide replacement curtains for the Julius Littman Performing Arts Theater (“Littman Theater”); and

**WHEREAS**, solicitation notices were electronically mailed to 292 potential and registered vendors, advertised in the Miami Daily Business Review, posted on DemandStar by Onvia, the City’s website, and in the lobby of City Hall; and

**WHEREAS**, the City received two (2) responsive submittals to the RFP, Kenny Drapery & Associates and Rose Brand Wipers, Inc. (“Rose Brand Wipers”); and

**WHEREAS**, after review and evaluation by the evaluation committee, Parks and R.E.C Department and Procurement Management Division of the proposals submitted, Rose Brand Wipers was determined the highest-ranked proposer;

<b>Items</b>	<b>Evaluation Criteria</b>	<b>Maximum Available Points</b>	<b>Kenny Drapery</b>	<b>Rose Brand</b>
1.	Technical Consideration	30	29.67	29.00
2.	Proposer Qualifications	30	30.00	28.00
3.	Price	25	19.00	25.00
4.	Experience Government Entities	5	4.33	4.67
5.	References	10	9.33	7.67
<b>Total Scores</b>		<b>100</b>	<b>92.33</b>	<b>94.33</b>

; and

**RESOLUTION R2016-102**

**WHEREAS**, after conducting her due diligence, the City Manager concurs with the evaluation committee, Parks and R.E.C. Department and Procurement Management Divisions' recommendations and recommends award of the RFP to Rose Brand Wipers; and

**WHEREAS**, the Agreement (Exhibit "A") between Rose Brand Wipers and the City is in an amount not to exceed \$74,024.76; and

**WHEREAS**, the Julius Littman Performing Arts Theater Fund Account #010722-563830 requires additional funds to replace the curtains; and

**WHEREAS**, as contemplated by the 2016/2017 Budget Ordinance No. 2016-8, the need to make transfers between accounts may arise in the normal course of the City's operations; and

**WHEREAS**, Section 5 of the 2016/2017 Budget Ordinance authorizes the City Commission to "transfer funds from one fund, account or department to another as the necessity for the same may occur"; and

**WHEREAS**, the City Manager seeks approval from the City Commission for a budget transfer of \$51,848.70 from the Impact Fee, Machinery and Equipment Fund Account #060770-564840 and \$3,295.06 from the Impact Fee, Improvement Fund Account #06077056030 to the Julius Littman Performing Arts Theater Fund Account #010722-563830; and

**WHEREAS**, the City Commission of North Miami Beach approves and authorizes the City Manager to award RFP No. 2016-06 to Rose Brand Wipers, Inc., for replacement curtains for the Littman Theater and to execute an Agreement (Exhibit "A") in an amount not to exceed \$74,024.76; and

**WHEREAS**, the Mayor and City Commission find it to be in the best interest of the City to award RFP No. 2016-06 for replacement of the curtains, execute the Agreement between the City and Rose Brand Wipers and to approve the budget transfer of \$51,848.70 from the Impact Fee, Machinery and Equipment Fund Account #060770-564840 and \$3,295.06 from the Impact Fee, Improvement Fund Account #06077056030 to the Julius Littman Performing Arts Theater Fund Account #010722-563830.

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

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

**Section 2.** The Mayor and Commission of the City of North Miami Beach hereby award RFP No. 2016-06 to Rose Brand Wipers, Inc., in the not to exceed amount of \$74,024.76.

**Section 3.** The Mayor and Commission of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute the Agreement, in a form acceptable to the City Attorney, between the City and Rose Brand Wipers, Inc., in substantially the attached form (Exhibit "A").

**RESOLUTION R2016-102**

**Section 3.** The Mayor and Commission of the City of North Miami Beach, Florida, hereby approve the budget transfer of \$51,848.70 from the Impact Fee, Machinery and Equipment Fund Account #060770-564840 and \$3,295.06 from the Impact Fee, Improvement Fund Account #06077056030 to the Julius Littman Performing Arts Theater Fund Account #010722-563830.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup> day of December, 2016.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Commission

**AGREEMENT No. 2016-06**  
**BETWEEN THE CITY OF NORTH MIAMI BEACH AND**  
**ROSE BRAND WIPERS, INC.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, **2016** by and between **Rose Brand Wipers, Inc.** a corporation organized and existing under the laws of the **State of New Jersey**, having its principal office at **4 Emerson Lane Secaucus, NJ 07094** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Scope of Services and **Request for Proposal (RFP) No. 2016-06**, which includes the General Terms and Conditions, Special Conditions, Scope of Service, Price Proposal, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated **September 20, 2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement.

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

1. The Contractor and City agree to be bound by the Scope of Services and **Request for Proposal (RFP) No. 2016-06**, which includes the General Terms and Conditions, Special Conditions, Scope of Service, Price Proposal, and associated addenda attached hereto and incorporated herein as Exhibit "A" and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties. The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence

3. This Agreement will commence on \_\_\_\_\_ and expire on \_\_\_\_\_ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager or designee is authorized to extend or terminate this Agreement

pursuant to the provisions contained in the Agreement.

4. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor agrees for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents or other personnel entity acting under Contractor's control in connection with Contractor's performance of services under this Agreement and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ROSE BRAND WIPERS, INC.**

**CITY OF NORTH MIAMI BEACH**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

Name: \_\_\_\_\_  
(Print)

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

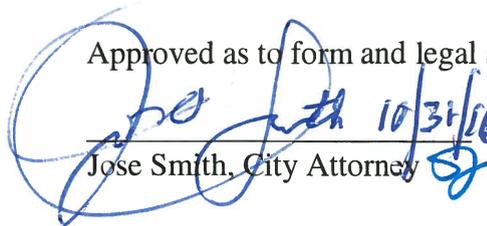
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela L. Latimore, City Clerk

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

Approved as to form and legal sufficiency:

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

  
Jose Smith, City Attorney

Corporate Seal/Notary Seal

## EXHIBIT "A"

DUE TO THE LARGE SIZE OF THIS ITEM THE FULL TEXT OF THE REQUEST FOR PROPOSAL NO. 2016-06 CAN BE FOUND:

- [WWW.CITYNMB.COM](http://WWW.CITYNMB.COM), BIDS & RFP'S
- ON FILE WITH THE CITY'S PROCUREMENT MANAGEMENT DIVISION, A COPY CAN BE REQUESTED AT [purchasing@citynmb.com](mailto:purchasing@citynmb.com); AND
- ON FILE WITH THE CITY CLERK.

## EXHIBIT "B"

DUE TO THE LARGE SIZE OF THIS ITEM THE FULL TEXT OF THE CONTRACTORS RESPONSE TO REQUEST FOR PROPOSAL NO. 2016-06 CAN BE FOUND:

- [WWW.CITYNMB.COM](http://WWW.CITYNMB.COM), BIDS & RFP'S
- ON FILE WITH THE CITY'S PROCUREMENT MANAGEMENT DIVISION, A COPY CAN BE REQUESTED AT [purchasing@citynmb.com](mailto:purchasing@citynmb.com); AND
- ON FILE WITH THE 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, ICMA-CM

**VIA:** William Hernandez, Chief of Police  
Kevin Prescott, Deputy Chief of Police

**DATE:** Tuesday, December 6, 2016

**RE:** Resolution R2016-103 (William Hernandez, Chief of Police)

**BACKGROUND ANALYSIS:**

The City of North Miami Beach (City) contracted with American Traffic Solutions (ATS) to provide red light camera enforcement at various intersections throughout the City. The current contract became effective November 17, 2013 and expired on November 17, 2016. At this time, the North Miami Beach Police Department (NMBPD) is operating under a contract extension.

Due to the construction of the Marina Palms Condominiums, the fifth camera, which was located at Biscayne Boulevard and NE 172<sup>nd</sup> Street, was removed. That particular camera was active only from November 2013 through August 2015. The estimated revenue loss from that site being removed from the timeframe of August 2015 to September 2016 is approximately \$52,000.

The previous contract required the City to pay a fee of \$4750 per camera monthly, plus the cost of mailing notices to violators. Also, there is a cost for the salary of the Community Service Officer, who monitors and manages the program. Additional costs include the normal operating budget and the cost of a magistrate for monthly hearings.

**RECOMMENDATION:** I recommend the renewal of this contract with ATS for a period of 3 years.

**FISCAL/BUDGETARY IMPACT:**

Persistent negotiations by the City team resulted in a new contract with a total savings of \$500 per camera, for four (4) cameras, with a rate decrease from \$4750 to \$4250. For the next three years, there will be an annual savings of \$24,000 or

\$72,000 over the three year renewal term of the contract.

---

<b><u>ATTACHMENTS:</u></b>
----------------------------

<input type="checkbox"/> <a href="#">Red Light Camera Project Memo</a>
--

<input type="checkbox"/> <a href="#">Resolution R2016-103</a>
---

<input type="checkbox"/> <a href="#">Exhibit to Resolution R2016-103</a>
--

# City of North Miami Beach, Florida

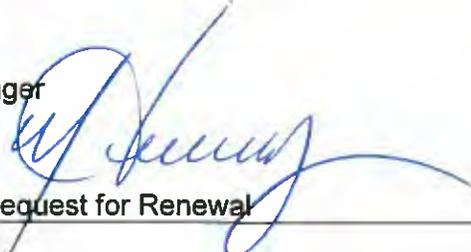
## Police Department



Memorandum No. 16-293 (update)

Date: November 30, 2016

To:  Ana M. Garcia, ICMA-CM, City Manager

From: William Hernandez, Chief of Police 

Subject: Red-Light Camera Project Update/ Request for Renewal

The City of North Miami Beach (City) contracted with American Traffic Solutions (ATS) to provide red light camera enforcement at various intersections throughout the City. The current contract became effective November 17, 2013, and expired on November 17, 2016. At this time, the North Miami Beach Police Department (NMBPD) is operating under a contract extension.

Currently, cameras cover four (4) approaches:

- Biscayne Blvd., and North Miami Beach Blvd. (southbound)
- NE 163<sup>rd</sup> Street and NE 18<sup>th</sup> Avenue (eastbound)
- NE 6<sup>th</sup> Avenue and NE 167<sup>th</sup> Street (southbound)
- NE 10<sup>th</sup> Avenue and NE 167<sup>th</sup> Street (westbound)

Due to the construction of the Marina Palms Condominiums, the fifth camera, which was located at Biscayne Boulevard and NE 172<sup>nd</sup> Street, was removed. That particular camera was active only from November 2013, through August 2015. The estimated revenue loss from that site being removed from the timeframe of August 2015 to September 2016 is approximately \$52,000.

### Expenditures

The previous contract required the City to pay a monthly fee of \$4750 per camera, plus the cost of mailing notices to violators. Also, there is a cost for the salary of the Community Service Officer, who monitors and manages the program. Additional costs include the normal operating budget and the cost of a magistrate for monthly hearings.

### Analysis

After reviewing the past contract period for this program, the results are as follows:

	Revenue	Expenditures	Net Revenue
October 2013/14	\$274,703	\$292,610	\$ -17,907
October 2014/15	\$476,133	\$329,534	\$146,599
October 2015/16	\$804,305	\$317,071	\$487,233

During the contract period, the revenue for the City has increased due to the fact that all of the sites are operational consistently. There has also been an increase in the issuance of violations due to the motoring public's view that the program is not operational. The NMBPD has continued to provide the

information regarding the Red Light Camera program on the City's website and the presence of cameras are posted at the monitored intersections as required by law.

### **Accidents**

A review of the accidents reported within City limits has shown an increase in accidents citywide. This information is consistent with an increase of accidents as related to state and national averages; however, the occurrence of accidents at monitored intersections have been consistent during this contract period.

### **Legal Status**

In consultation with the City Attorney's Office the the City's Red Light Camera program operates within the guidelines as set forth by Florida State Statute §316.0083 and is valid. This position was affirmed by the Third District Court of Appeals in *Jimenez v. State of Florida*, No. 3D15-2303 and 3D15-2271 (Fla. 3dDCA July 27, 2016).

### **Recommendation**

This contract is due for review and renewal. The program has proven to be beneficial in curbing driver behavior, aiding the NMBPD in monitoring these intersections, and bringing revenue to the City. The system has also provided video footage for criminal and traffic investigations.

After a thorough analysis of the program's performance, I recommend the renewal of this contract with ATS for a period of three (3) years. The City was also able to negotiate a reduction of monthly expenses from \$4750 per camera to \$4250, which would result in an annual savings of \$24,000 or \$72,000 over the three year renewal term of the contract.

WH/kp

**RESOLUTION NO. R2016-103**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. FOR THE TRAFFIC SAFETY CAMERA PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City of North Miami Beach (“City”) enacted Chapter XA, entitled “North Miami Beach Dangerous Intersection Safety Ordinance,” to utilize red light camera infraction detectors at certain street intersections to reduce exposure to injury, harm, damage, and loss caused by traffic incidents related to the failure of motorists to obey duly-erected traffic control devices; and

**WHEREAS**, On October 30, 2008, the City and American Traffic Solutions, Inc. ("ATS") entered into an agreement for a traffic safety camera program (“Agreement”); and

**WHEREAS**, On March 12, 2013, the City and ATS renewed the October 30, 2008 Agreement and amended certain terms to comply with the requirements of Law of Florida 2010-80; and

**WHEREAS**, On August 1, 2013, the City and ATS executed a second amendment to the Agreement to comply with the requirements of Law of Florida 2013-160; and

**WHEREAS**, the Agreement term ended on November 17, 2016, and was extended until January 4, 2017, providing for the option of a three-year renewal term; and

**WHEREAS**, the City and ATS negotiated a monthly, per camera fee of \$4,250.00, which is a \$500.00 per camera/per month reduction in cost, for a three-year term (Exhibit “A”); and

**WHEREAS**, the Mayor and City Commission believe it is in the best interest of the City to continue the traffic safety camera program which promotes, protects, and improves the safety and welfare of the residents and authorizes and approves the renewal of the Agreement between the City and ATS for three years for a \$4,250.00 per camera/per month fee.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Commission of the City of North Miami Beach, Florida

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

**Section 2.** The Mayor and City Council hereby authorize and approve the City Manager or designee to execute the Third Amendment to the Agreement, in a form acceptable to the City Attorney, in substantially the attached form (Exhibit “A”).

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup> day of December, 2016.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Commission

**VIA FEDERAL EXPRESS AND EMAIL**

Ms. Elizabeth Caracciolo  
SVP/General Manager, Government Solutions  
American Traffic Solutions, Inc.  
1150 N. Alma School Road  
Mesa, AZ 85201

**RE: Extension of Agreement between City of North Miami Beach and American Traffic Solutions for Traffic Safety Camera Traffic Safety Camera Program.**

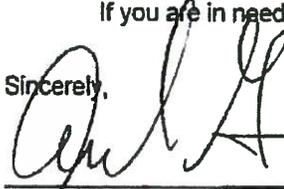
Dear Ms. Caracciolo:

The City of North Miami Beach, Florida ("City") would like to extend the current term of the Agreement it has with American Traffic Solutions, Inc. ("ATS") to an expiration date of January 4, 2017 to allow the City time to place a renewal of the Agreement, pursuant to Section 2.0 Term of the Agreement, on the City Commission Agenda for approval. All terms and conditions of the Agreement shall remain the same during the extension period.

If this extension meets your approval, please sign on the signature line provided below and return a copy of this letter to me.

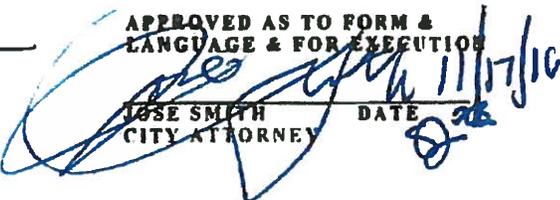
If you are in need of any additional information, please do not hesitate to contact me.

Sincerely,

  
\_\_\_\_\_  
City Manager  
North Miami Beach, Florida

11/16/16

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

  
\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

DATE

11/17/16

The signature below indicates ATS agrees to extend the above-referenced Agreement with the City of North Miami Beach, FL through January 4, 2017:

**AMERICAN TRAFFIC SOLUTIONS, INC.**

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

Name: LIZ CARACCILO

Title: SVP, General Manager Safety Solutions

Date: 11/18/16

**THIRD AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (this "Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation, with its principal place of business at and the City of North Miami Beach, Florida ("Customer"), a municipal corporation of the State of Florida.

**RECITALS**

WHEREAS, on October 30, 2008, Customer and ATS entered into a Professional Services Agreement, which was amended on or about March 12, 2013 and August 1, 2013 (Professional Service Agreement with amendments herein the "Agreement"); and

WHEREAS, Customer and ATS mutually desire to amend certain terms and conditions of the Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. Section 2.0 of the Agreement is hereby amended to extend the term of the Agreement for an additional three (3) years. The Customer may extend the Agreement for additional three (3) year terms by providing ATS with written notice of the Customer's desire to extend the term and the written acceptance of ATS to the extension.
2. Upon the written mutual agreement of the parties, as indicated by a written notice to proceed signed by both parties, ATS shall reinstall the Camera System for north bound Biscayne Blvd. at NE 172<sup>nd</sup> St. (camera site ID: "NB08"). If NB08 is reinstalled the expiration date of the Agreement shall be three (3) years from the date of the first paid notice issued using NB08 and if NB08 is not reinstalled the expiration date shall remain November 17, 2019.
3. Section 1.0 of Exhibit "D" Compensation & Pricing, Service Fee Schedule, is hereby modified as follows:  
  
"Fees are based on per camera and are as follows: **Fee: ~~\$4,750~~ \$4,250 per camera/per month**"
4. The Agreement shall be modified to include the following provision:  
  
"a. Public Records: As required by Section 119.0701, Florida Statutes, ATS hereby specifically agrees to comply with the public records laws of the State of Florida. ATS specifically agrees to:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the project scope of services.
  - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ATS does not transfer the records to City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of ATS or keep and maintain public records required by City to perform the project scope of services. If ATS transfers all public records to City upon completion of the Agreement, ATS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATS keeps and maintains public records upon completion of the Agreement, ATS shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.
  - v. In the event ATS fails to comply with a public records request, City shall be authorized to enforce this contractual provision.

vi. **IF ATS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

1. Pamela Latimore

5. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**NORTH MIAMI BEACH, FLORIDA**

Signature: \_\_\_\_\_

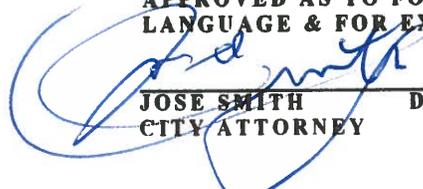
Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION**  
  
**JOSE SMITH**      **DATE** 11/29/16  
**CITY ATTORNEY**      *JS*

AMENDMENT TO OCTOBER 30, 2008 AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI BEACH  
AND AMERICAN TRAFFIC SOLUTIONS FOR  
TRAFFIC SAFETY CAMERA PROGRAM

This Agreement (this "Agreement") is made as of this 12<sup>th</sup> day of March, 2013 by and between American Traffic Solutions, INC., a Kansas Corporation, licensed to do business in Florida, with offices at 7681 E. Gray Road, Scottsdale, Arizona 85260 ("Vendor"), and The City of North Miami Beach, a Florida municipal corporation, with an address at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162 (the "City").

**RECITALS**

WHEREAS, on October 30, 2008, the City and Vendor entered into an Agreement, whereby the City and Vendor agreed to the provision by Vendor of services to the City in connection with the City's Traffic Safety Camera Program ("TSCP"); and

WHEREAS, Vendor has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Infraction processes related to the digital photo red light enforcement systems provided by Vendor pursuant to this Agreement; and

WHEREAS, the City selected Vendor to provide services to implement and carry on the City's TSCP, and City desires to engage the services of Vendor to provide certain equipment, processes and back office services so that Authorized Employees of the City are able to monitor, identify and enforce red light running Infractions;

WHEREAS, the City Council of the City adopted Ordinance 2010-14, which authorizes the City's Traffic Safety Camera Program (TSCP) and provides for the implementation and operation of such; and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and

WHEREAS, the City has amended Ordinance 2007-13 to enforce red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and

WHEREAS, the City and Vendor wish to enter into a Second Agreement (hereinafter "Agreement") to align the provision of services by Vendor with the provisions and requirements of Law of Florida 2010-80;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

1.0 Definitions. All definitions set forth in Ordinance 2010-14 are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:

- 1.1. "Authorized Employee" means the Traffic Control Infraction Review Officer, whose duties and qualifications are set forth in the City Ordinance.
- 1.2. "Authorized Infraction" means each Potential Infraction in the Infraction Data for which authorization to issue a Notice of Infraction in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.
- 1.3. "City Ordinance" means Ordinance 2010-14, as may be amended from time to time.
- 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, City's or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
  - 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or City's, or at which such Person sells or has sold its services; and
  - 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
  - 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its

disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.

- 1.5. “Designated Intersection” means the Intersections, as that term is defined in the City Ordinance, set forth on **Exhibit “A”** attached hereto, and such additional Intersections, as Vendor and the City shall mutually agree from time to time through the parties’ Project Managers.
- 1.6. “Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Infraction in respect of a potential Infraction using the Vendor System.
- 1.7. “Enforcement Documentation” means the necessary and appropriate documentation related to the enforcement of Red Zone Infractions, as defined in the City Ordinance, including but not limited to warning letters, Notices of Infraction (using the specifications of the hearing officer (also known as code enforcement Special Master) and the City, a numbering sequence for use on all notices (in accordance with applicable state statutes and the City’s Ordinance), instructions to accompany each issued Notice of Infraction (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), chain of custody records, criteria regarding operational policies for processing Notices of Infraction (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable hearing officers .
- 1.8. “Equipment” means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, servers and poles. Vendor agrees to keep all equipment current in technology and to provide City all current upgrades in a timely manner.
- 1.9. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.10. “Infraction” means a “violation” of the applicable traffic laws—including violations based on the Florida Statutes, the City Code of Ordinances, and the Miami-Dade County Code of Ordinances and Resolutions, as may be amended or re-codified from time to time—as specified by the City.
- 1.11. “Infractions Data” means the images and other Infractions data gathered by the Vendor System at the Designated Intersection.

- 1.12. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.
- 1.13. “Notice of Infraction” shall mean the Notice of an Infraction, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement Documentation in respect of each Authorized Infraction pursuant to the requirements of the City Ordinance.
- 1.14. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the TSCP is functional in order to permit the identification and the issuance of Notices of Infraction for approved Infractions using the Vendor System.
- 1.15. “Ordinance” shall mean City of North Miami Beach Ordinance, 2010-14.
- 1.16. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.17. “Photo Red Light Infraction Criteria” means the standards and criteria by which Potential Infractions will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the definition of a Red Zone Infraction set forth in the City Ordinance, relying upon the duration of time that a traffic light must remain red prior to a Infraction being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Infraction, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
- 1.18. “Project Manager” means the project manager appointed by the City in accordance with this Agreement, which shall be the City Manager, or his designee and shall be responsible, on behalf of City, for overseeing the installation at the Designated Intersections and the implementation of the TSCP, and which manager shall have the power and authority to make management decisions relating to the City’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City’s Charter or Ordinance or by the City Council.

- 1.19. "Potential Infraction" means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Zone Infraction has occurred.
- 1.20. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.21. "Traffic Infraction Enforcement Officer" means an employee of City's police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
- 1.22. "Traffic Infraction Detector" means a vehicle sensor(s) installed to work in conjunction with a traffic control signal and a camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light.
- 1.23. "Traffic Safety Camera Program," or TSCP, means the process by which the monitoring, identification and enforcement of Infractions of the Red Zone Infractions is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Infractions and recording such Infraction data in the form of photographic images of motor vehicles.
- 1.24. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
- 1.25. "Uniform Traffic Citation" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes
- 1.26. "Vendor Marks" means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to TSCP at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.

- 1.27. "Vendor Project Manager" means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the Vendor within 14 days of the execution of this Agreement or such person as Vendor shall designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersections and the implementation the TSCP, and who shall have the power and authority to make management decisions relating to Vendor's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.28. "Warning Period" means the period of thirty (30) days after the Installation Date of each camera.
- 2.0 Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years after the date of the first paid notice from the first installed System pursuant to this Second Agreement. The City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional three (3) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The City's failure to exercise the right to extend the Agreement in writing will automatically cause the Agreement to lapse.
- 3.0 Services. Vendor shall provide the TSCP to the City, in each case in accordance with the terms and provisions of the Ordinance.
- 3.1. Installation. With respect to the construction and installation of the Designated Intersection and the installation of the Vendor System at such Designated Intersection: the City and Vendor shall have the respective rights and obligations set forth on **Exhibit "B"** attached hereto.
- 3.2. Maintenance. With respect to the maintenance of the Vendor System at the Designated Intersections, the City and Vendor shall have the respective rights and obligations set forth on **Exhibit "B"** attached hereto.
- 3.3. Infraction Processing. During the Operational Period, Infractions shall be processed as set forth on **Exhibit "B"** attached hereto.
- 3.4. Prosecution. The City shall prosecute Ordinance violations in respect thereof pursuant to the terms, procedures and requirements of the City Ordinance, subject to City's routine law enforcement discretion.
- 3.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the City shall have the respective rights and obligations set forth on **Exhibit "B"** attached hereto.
- 3.6. Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, including new or additional automated photo enforcement programs, including upgrading system for speed enforcement ,by

providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Vendor’s receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit “ E “ (the “Change Order Proposal”), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 16.0.

4.0 License; Reservation of Rights.

- 4.1. License. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City, access and use the Vendor System for the sole purpose of reviewing Potential Infractions and authorizing the issuance of Notices of Infraction pursuant to the terms of this Agreement, and to print copies of any content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with TSCP pursuant to the terms of this Agreement, and (c) use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the TSCP, so long as any and all such publications or materials are approved in advance by Vendor.
- 4.2. Reservation of Rights. The City hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.
- 4.3. Restricted Use. The City hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks



in connection with the City's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing. This covenant in no way limits the City's obligations to comply with any Order issued by a Court of competent jurisdiction, or to address an emergency situation (e.g. to preserve life).

- 4.4. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such protective activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.
- 4.5. Infringement. The City shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.
- 4.6. Infringing Use. The City shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the City for any reasonable costs, including without limitation attorneys fees and court costs, as well as City staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the City. In addition, in such event, the City has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 6.1.

5.0 Representations and Warranties.

5.1. Vendor Representations and Warranties.

5.1.1. Authority. Vendor hereby warrants and represents that:

5.1.1.1. it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,

5.1.1.2. to the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

5.1.2. Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the City.

5.2. City Representations and Warranties.

5.2.1. Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the City's Ordinance, and City cannot and does not warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

5.3. Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner in City's governmental capacity.

6.0 Termination.

6.1. Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations or policies are adopted by agencies with jurisdiction, to prohibit or materially change the operation of TSCP so as to make it reasonably impractical to operate the red light enforcement program, including without limitation changes that would prohibit the red light enforcement program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; (ii) any court having jurisdiction over City rules, or declares, that the City's red light enforcement program is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence, or otherwise renders a decision that makes it reasonably impractical to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute

resolution forum that Vendor has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any material breach of any of the provisions of this Agreement; (v) Vendor's non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3 Procedures Upon Termination. This section 6.3 shall apply to the expiration of this Agreement and to the early termination of the Agreement. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1 Vendor Responsibilities Upon Termination. Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the TSCP, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the City may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide City all data pertaining to outstanding Civil Fee payments due and owing to City and potential payments due to Vendor, (v) provide City with its proposed schedule for the removal of the Vendor's equipment, at no cost to the City, from the City and once such schedule is approved by City Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement.

6.3.2 City Responsibilities Upon Termination. The City shall (i), except for pending enforcement cases, immediately cease using the TSCP, accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the City pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the enforcement program.

6.3.3 Equipment Removal. Unless the City and Vendor have agreed to enter into a new agreement relating to the TSCP or have agreed to extend the Term of this Agreement, Vendor shall remove any and all Equipment or other materials of Vendor installed in connection with Vendor's performance of its obligations under this Agreement, at no cost to City, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards, at no cost to City pursuant to the schedule agreed upon by the parties in section 6.3.1.

6.4 Termination for Legal Reasons and Suspension of Work:

6.4.1 The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

6.4.2 The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

6.4.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Vendor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

6.4.4 This Agreement may be terminated by either Party in the event the City's use of red light safety Camera Systems is rendered unlawful pursuant to applicable state or federal law. The City shall have no obligation to pay ATS a fee for any period when it is unlawful to issue Citations, unless a Court places a stay of implementation on the legal action or new law. The term of the Agreement shall be suspended during any period in which the City is not obligated to pay ATS and such time period shall be added to the term of the Agreement once it again becomes lawful for the City to issue Citations. In such event, in addition to the procedure delineated in section 6.3 above, the following provisions shall apply:

6.4.4.1 The Vendor shall, upon receipt of such notice, unless otherwise directed by the City:

- a. Stop work on the date specified in the notice ("the Effective Termination Date");

- b. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- c. Cancel any pending orders;
- d. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services; and
- e. Take no action which will increase the amounts payable by the City under the Agreement.

6.4.4.2 In the event that the City exercises its right to terminate the Agreement pursuant to this Section the Vendor will be compensated in accordance with the Exhibit D, for the:

- a. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- b. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

6.4.4.3 All compensation pursuant to this Section is subject to audit.

6.5 City shall have no further liability for any such early termination. The parties recognize that other provisions of this Agreement serve as consideration for this provision.

7.0 Fees to be Paid to Vendor and Payment Processing.

- 7.1. Vendor shall have the right to receive the compensation set forth on, and pursuant to, **Exhibit D** attached hereto.
- 7.2. Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.
- 7.3. Vendor shall pay City all payments received during a calendar month, no later than the 7<sup>th</sup> day of the next following month.
- 7.4. Vendor shall invoice the City for all applicable fees according to the fee schedule delineated on **Exhibit D**. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts



forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor's system upon City's request.

8.0 Survival. Notwithstanding the foregoing, the parties' obligations shall survive the termination of the Agreement to the extent necessary to fulfill the parties' accrued monetary obligations under this Agreement.

9.0 Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida's public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

10.0 Indemnification and Liability.

ATS shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

10.1. Indemnification – Negligence. The Vendor agrees to defend, indemnify and hold harmless the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the City or any third party arising out of, or by reason of, or resulting from the Vendor's negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of the City or City's employees, officers or agents.

10.2. Indemnification – Infringements. The Vendor shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished

pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the City, any action brought against the City to the extent that it is based on a claim that products or services furnished to City by the Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable, or materially affects the Vendor's Red Light System as functionally described herein, shall be grounds for a default of this Agreement.

10.3. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification to be provided by the Vendor and agree that in the event that the law is construed to require a specific consideration to be given therefore, the parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Vendor's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

10.4. Change in State Law. The parties recognize and acknowledge that the Florida Supreme Court will be reviewing legal challenges to the use of Red Light Cameras. Furthermore, the parties acknowledge that the Florida Legislature is considering revisions/repeal of the Mark Wandall Traffic Safety Act; and as such, any change in the current may allow for further amendments to this Agreement.

10.5. Notice of Claims. If the City or Vendor receives notice of any claim or circumstances which may give rise to an indemnified loss under this Section 10, the receiving party shall give written notice to the other party within ten (10) days of receipt. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is directly prejudiced, suffers loss, or incurs expense because of the delay.

11.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act



minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 12.0 Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 13.0 No Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 14.0 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the VENDOR and the CITY designate the following as the respective places for giving of notice:

City: City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, FL 33162  
Phone: (305) 948-2900  
Fax: (305) 957-3602

ATTN: City Manager  
CC: Police Department, ATS Project Manager  
CC: Office of the City Attorney

Vendor: American Traffic Solutions, Inc.  
1330 West Southern Avenue  
Tempe, AZ 85282  
ATTN: Chief Operating Officer

- 15.0 Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than ten percent (10%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 16.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 17.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 18.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits shall be treated as part of this Agreement and are incorporated herein by reference.
- 19.0 Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
- 20.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

21.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

22.0 Insurance.

22.1. Throughout the term of this Agreement, the Vendor agrees to maintain in force at their own expense insurance as follows:

22.1.1. Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
  - 1. Annual Aggregate \$1,000,000

22.1.2. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident  
\$500,000 Disease-policy limit  
\$100,000 Disease-employee

If Vendor claims to be exempt from this requirement, Vendor shall provide City proof of such exemption along with a written request for City to exempt Vendor, written on Vendor letterhead.

22.1.3. Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit

- |    |                  |             |
|----|------------------|-------------|
| 1. | Each Occurrence  | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

22.1.4. Professional Liability - \$1,000,000.

22.1.5. Vendor shall name the City as an additional insured on each of the policies required herein, with the exception of the Vendor's Worker's Compensation policy and Professional Liability.

22.1.6. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled or impaired until at least forty five (45) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect.

22.1.7. Any insurance required of Vendor pursuant to this Agreement must also be required by any sub-contractor of Vendor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to City. The Vendor and any sub-contractor of Vendor shall maintain such policies during the term of this Agreement.

23.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

24.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

25.0 RFP. Vendor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Vendor during the RFP process.

26.0 Compliance with Law. Vendor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

ENDORSEMENTS FOLLOW ON PAGES 19 AND 20 OF THIS AGREEMENT.



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

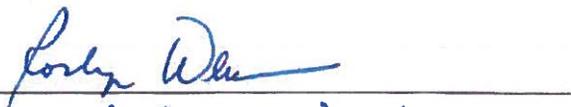
CITY OF NORTH MIAMI BEACH

ATTEST:

BY: 

Print Name: Pamela L. Latimore

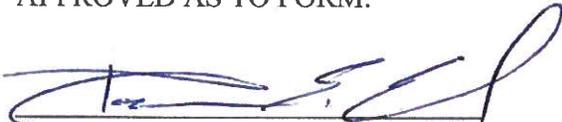
Title: City Clerk

BY: 

Print Name: Roslyn B. Weisblum

Title: City Manager

APPROVED AS TO FORM:

  
CITY ATTORNEY



WITNESSES:

Catherine Williams  
RAJAY

VENDOR

BY: B Michael Bolton

Print Name: B Michael Bolton

Title: COO

ATTEST:

SECRETARY

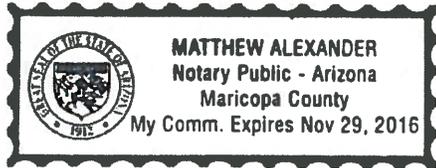
STATE OF Arizona :  
: ss:  
COUNTY OF Maricopa :

ON THIS 4<sup>th</sup> day of March, 2013, before me, the undersigned notary public, personally appeared Burton Michael Bolton, personally known to me, ~~of~~ ~~who has produced~~ \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Matthew Alexander  
NOTARY PUBLIC  
Matthew Alexander  
Print or Type Name

My Commission Expires: 11/29/2016



#

EXHIBIT "A"  
Designated Intersection

City will designate intersections for Vendor to install cameras. Vendor shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Execution of the required Florida Department of Transportation letters by the City Manager and Chief of Police Agreement shall serve as written Notice to Proceed by City for the installation of Camera Systems.

<b>DIR</b>	<b>STREET</b>	<b>CROSS STREET</b>
east	NE 163 Street	NE 18 <sup>th</sup> Avenue
west	NE 10 <sup>th</sup> Avenue	North Miami Beach Boulevard
south	Biscayne Boulevard	NE 163 <sup>rd</sup> Street
north	Biscayne Boulevard	NE 172 <sup>nd</sup> Street
south	NE 6 <sup>th</sup> Avenue	NE 167 <sup>th</sup> Street

This program may be implemented at additional intersections. Additional Approaches may be selected as the City deems necessary and feasible based on, but not limited to, a Site Selection analysis, collision history, community safety, recommendations from the City Manager, recommendations from the Police Department, and an engineering analysis. Camera installations will be based on mutual agreement by City and Vendor.

Vendor agrees to perform a feasibility study at no charge to City to determine the best locations for camera placement.

Installation of any approach is subject to engineering and video analysis results.

The program may be implemented at additional intersections after the conclusion of the Warning Period. The intersections will be designated by the City Manager following a recommendation by the Police Department. Vendor shall apply for a permit within sixty (60) days of the approval of this Agreement by the City Council.

Vendor will provide the City with video evaluation of candidate sites using the Axis VIMS system to assist the City's Police Department in its recommendations.

## EXHIBIT "B"

### PARTY OBLIGATIONS AND SCOPE OF WORK

#### 1. VENDOR OBLIGATIONS AND SCOPE OF WORK

##### 1.1 VENDOR IMPLEMENTATION

- 1.1.1 Vendor agrees to provide Camera System(s) and services to the City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". Vendor and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge Vendor for the cost.
- 1.1.2 The City and Vendor will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Vendor agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Vendor will assist the City with Site Selection Analysis of candidate sites.
- 1.1.4 Vendor will install Camera System(s) at a number of intersections or other locations to be mutually agreed upon between Vendor and the City after completion of Site Selection Analysis. In addition to any initial locations, the Parties may agree to add to the quantities and locations where Camera System(s) are installed and maintained.
- 1.1.5 Vendor will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.6 Vendor' in-house Communications Department will assist the City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Vendor may provide public relations consultants, advertising, or media relations for an additional fee as described in Exhibit C, Service Fee Schedule.
- 1.1.7 Vendor agrees to provide a secure website ([www.violationinfo.com](http://www.violationinfo.com)) accessible to Owners who have received Notices of Violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, Vendor will provide a Frequently Asked Questions (F.A.Q.) page. Vendor will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).



- 1.1.8 Vendor will provide technician site visits to each Camera System, as needed to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Miami-Dade County Traffic Engineering present.
- 1.1.9 Vendor shall take reasonable best efforts to repair a non-functional Camera System within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 18 in the General Terms and Conditions of this Agreement.
- 1.1.10 For any customer using Vendor lockbox or e-payment services, Vendor will establish a dedicated demand deposit account. If City is more than sixty (60) days past due on payments to Vendor, Vendor may withhold all transfers/sweeps of violation payments to City until City becomes current on its payments. One time setup, monthly merchant account servicing costs and nonsufficient funds fees shall be billed through to the City monthly.
- 1.1.11 Vendor is authorized to charge, collect and retain a convenience fee of \$4.00 for each electronic payment processed. Such fee is paid by the violator.

## **1.2 VENDOR OPERATIONS**

- 1.2.1 There will be a one-time Warning Period of thirty (30) days, during which time courtesy notices of infractions will be issued without any civil fees. The parties hereto acknowledge that this Warning Period will be used to verify the reliability of the program and the detection of infractions, as well notify the public as to the existence of the cameras. The Warning Period shall commence on the date the initial camera and the Infraction Processing procedures become operational, or re-activated to become operational, with the exact date to be confirmed in writing by the parties' Project Managers. The City shall not be liable for any costs or expenses incurred by Vendor during this Warning Period. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the City shall be responsible for the normal monthly Service Fee.
- 1.2.2 Vendor shall provide the City with an automated web-based Citation processing system (Axis) including image processing, first notice printing and mailing of Citation or notice of violation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. Each Citation or notice of violation shall be delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, Vendor may also mail a Citation or notice of violation to the driver identified in the affidavit of non-liability or by rental car companies. Costs of certified mailings are priced separately and paid by the City for additional compensation to Vendor as indicated in Exhibit C.

- 1.2.3 Subsequent notices, other than those specified in subsection 1.2.2 may be delivered by First Class or other mail means for additional compensation to Vendor as agreed upon by the Parties.
- 1.2.4 Vendor shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.5 Vendor shall seek records from out-of-state vehicle registration databases and use such records to issue Notices of Violation for the City according to each pricing option. Vendor assumes this responsibility as a named City's agent by signing of DMV Services Subscriber Authorization. Vendor reserves the right to mail Notices of Violation to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.6 If City is unable to or does not desire to integrate Vendor data to its adjudication system, Vendor shall provide one on-line adjudication processing module, which will enable the adjudication function to review cases, related images, up to six (6) correspondences, and other related information required to adjudicate the disputed Violation. The system will also enable the Court staff to accept and account for payments.
- 1.2.7 The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor.
- 1.2.8 The Axis System shall provide the City with the ability to run and print standard system reports. For any reports not readily available from the Axis System, Vendor shall provide a cost estimate to the City for providing such services.
- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Vendor' receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the Court or prosecutor, Vendor shall provide the City with or train a local expert witness to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken. City shall use its best efforts to obtain judicial notice as soon as possible.
- 1.2.10 The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.
- 1.2.11 All repair and maintenance of Traffic Safety Camera Program systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition; provided,



however, that if damage to Traffic Safety Camera Program systems or related equipment is due to the direct negligence of the City or its employees, City shall reimburse ATS for the cost of repair.

- 1.2.12 Vendor shall provide a help-line to assist the City with resolving any problems encountered regarding its Camera System and/or Citation processing. The help-line shall function during normal business hours.
- 1.2.13 As part of its Camera System, Vendor shall provide violators with the ability to view Violations online. This online viewing system shall include a link to the Vendor payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Court, may be directed to and processed by Vendor and communicated to the Court via the Axis transfer described above.
- 1.2.14 In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
- 1.2.15 For video retrievals requested by Customer unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, ATS will provide up to one (1) video retrieval per week at no cost to Customer.
- 1.2.16 Vendor is authorized to charge, collect and retain a convenience fee of \$4.00 each for electronic payments processed. Such fee is paid for by the violator.
- 1.2.17 All Infractions Data shall be stored on the Vendor System.
- 1.2.18 The Vendor System shall process Infractions Data gathered from the Designated Intersection into a format capable of review by the Authorized Employee via the Vendor System.
- 1.2.19 The Vendor shall make the initial determination that the image meets the requirements of this Agreement, and is otherwise sufficient to enable the City to meet its burden of demonstrating a violation of the law. If the Vendor determines that the standards are not met, the image shall not be processed any further.
- 1.2.20 The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.



- 1.2.21 Vendor shall provide storage capabilities for the City to store infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.
- 1.2.22 Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.
- 1.2.23 Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Infractions, before the Miami-Dade County examiner, at no cost to the City.
- 1.2.24 Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.

## 2. CUSTOMER SCOPE OF WORK

### 2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within ten (10) business days of the Effective Date of this Agreement the City shall provide Vendor with the name, title, mailing address, email address and phone number of:
- a project manager with authority to coordinate City responsibilities under this Agreement
  - Municipal Court manager responsible for oversight of all Court-related program requirements
  - The Police contact
  - The Court contact
  - The person responsible for overseeing payments by violators (might be court)
  - The Prosecuting Attorney
  - The City Attorney
  - The Finance contact (who gets the invoices and will be in charge of reconciliation)
  - The IT person for the police
  - The IT person for the courts
  - The Public Works and/or Engineering contact responsible for issuing any/all permits for construction

- 2.2.2 Within ten (10) business days of the Effective Date of this Agreement, the City shall provide Vendor with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.2.3 The City and Vendor shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The City shall make every effort to adhere to the Project Time Line.
- 2.2.4 The City shall direct the Chief of Police or approved alternate to execute the Vendor DMV Services Subscriber Authorization to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting on behalf of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.5 The City is responsible for notifying Vendor of any ordinance changes in writing within three (3) business days of the first read of the proposed legislation. Vendor will not be responsible for any damages if not notified within the required time.
- 2.2.6 Once a Notice to Proceed is granted to Vendor in writing or by email, the City shall not issue a stop work order to suspend activity on the implementation process, unless City reimburses Vendor for costs incurred up to the date the stop work order is issued.
- 2.2.7 Once a camera system is installed and certified by Vendor as operational, it shall be immediately put into service. If a Camera is inactive for more than seven (7) days for any reason not caused by Vendor, other than Force Majeure as provided in Section 18, the fee per camera to be paid by the City shall be reduced in proportion to the duration of the inactivity on a pro rata basis. City may elect to deduct this amount from any amounts payable to Vendor, or Vendor may issue a separate payment directly to the City within seven (7) business days.

### **2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.3.1 If the City requests that Vendor move a Camera System to a new Approach after initial installation, the City shall pay for the costs to relocate the Camera System.
- 2.3.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall reimburse Vendor for its any costs for moving or removing the Camera System, not including lost revenue. City may elect to reimburse Vendor directly or Vendor may recover its costs from program funds in addition to its normal fee.



- 2.3.3 Prior to the installation of any Camera System, City shall provide Vendor information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for Camera System installation.
- 2.3.4 The Vendor shall be solely responsible for the fabrication of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority (“Signage”), including, but not limited to, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities. City will work with Vendor to ensure that such Signage is compliant with any City Ordinance.
- 2.3.5 City understands that proper operation of the system requires access to traffic signal phase connections. City, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of the City, it shall be the City’s responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by the City.
- 2.3.6 City understands that proper operation of the system sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture. City, therefore, shall provide free access to Vendor to attach of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the system.
- 2.3.7 City shall allow Vendor to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City’s jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by City. Vendor may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, City will allow Vendor to use temporary power until the existing power is established.
- 2.3.8 City shall not require Vendor to provide installation drawings stamped by a licensed civil engineer. However, Vendor work product and drawings shall be overseen and approved by a Vendor PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.



- 2.3.9 City shall approve or reject Vendor submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. The City shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any State and/or County agencies.
- 2.3.10 City, or any department of City, shall not charge Vendor or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a Camera System. City shall also fund any and all needed State and/or County permits.
- 2.3.11 City understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Vendor and its subcontractor(s) within five (5) business days of plan approval. The City shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any State and/or County agency.
- 2.3.12 If required by the submitted design for proper operation, City shall allow Vendor to install vehicle detection sensors in the pavement of roadways within the City's jurisdiction, as permitted. The City is not responsible for acquiring permits not within its jurisdiction, but shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the State or County.
- 2.3.13 City shall allow Vendor to build reasonably necessary infrastructure into any existing City-owned easement upon written request and approved by the City.
- 2.3.14 If use of private property right-of-way is needed, City shall assist Vendor in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by the City as it is expressly excluded from the base fee structure identified in the fee schedule.

## **2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS**

- 2.4.1 City shall process each potential Violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axis to determine which Violations will be issued as Citations or notices of violation. In the event that City fails to process potential Violations within this timeframe, Vendor shall not be liable for failure to issue a notice or citation within statutory timeframes. **VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE**

DISCRETION (A "NOTICE OF VIOLATION DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.

- 2.4.2 For optimal utilization, City workstation computer monitors for Violation review and approval should provide a resolution of 1280 x 1024.
- 2.4.3 For optimal data throughput, the City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.4 City shall provide signatures of all authorized Law Enforcement users who will review events and approve Citations on forms provided by Vendor.

## **2.5 COURTS OPERATIONS**

- 2.5.1 If City does not provide payment processing services, City shall use Vendor payment processing services.
- 2.5.2 City shall provide a monthly report within ten days of the end of the prior month to Vendor showing Uniform Traffic Citation payments and the total revenue collected from those payments received during that period.

## **2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS**

- 2.6.1 In the event that remote access to the Vendor Axis System is blocked by City network security infrastructure, the City's Department of Information Technology shall coordinate with Vendor to facilitate appropriate communications while maintaining required security measures.

EXHIBIT "D"  
COMPENSATION & PRICING

SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows: **Fee: \$4,750 per camera/per month**

**Service Fees:** Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance, and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. This pricing applies to all cameras installed within the first twelve (12) months of the term of this Agreement.

Vendor's monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service at <http://www.usps.com/prices/extra-services-prices.htm>.

Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to ATS under a Flexible Payment Plan if the total funds collected by all Eligible Cameras are insufficient to cover the Fees due ATS for the Eligible Cameras. Eligible Cameras are defined as any Camera System that is installed and has been operational for a minimum of twelve (12) months. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to ATS during each twelve (12) month period (the "Billing Period"). If at the end of the Billing Period, sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS for the Eligible Cameras, ATS agrees to waive its right to recovery with respect to any balance owing to ATS for the Eligible Cameras at the end of that Billing Period.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the Billing Period. If the total amount of funds collected for all Eligible Cameras during a month exceeds the amount of the ATS invoice for the Eligible Cameras for the same month, the Customer shall pay ATS the total amount due on the invoice for the Eligible Cameras. If the amount of funds collected for all Eligible Cameras during a month is less than the amount of the ATS invoice for the Eligible Cameras for the same month, the Customer shall pay ATS only the amount collected for the Eligible Cameras during the same month and Customer may defer payment of the remaining balance for the Eligible Cameras. If opting to use a Flexible Payment Plan, Customer will provide ATS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the total amount of funds collected for the Eligible Cameras. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same Billing Period, first to the accrued balance and

then to the subsequent monthly invoice during the same Billing Period. If at any time the ATS invoices including any accrued balance are fully repaid, the Customer will retain all additional funds collected during the Billing Period. Such additional funds (whether or not reserved in cash by the Customer) will be available to offset future ATS invoices during the same Billing Period. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all Eligible Cameras and will not be applied on a per camera basis and that any Camera System which has not been billed for a minimum period of twelve (12) months is not an Eligible Camera.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) the Customer elects not to enforce Violations consistent with the business rules provided by the Customer to ATS; (2) the Customer elects not to pursue collections on unpaid Violations when contractually obligated to do so; (3) the Customer directs ATS to install a camera at a site where violation rates are projected by ATS to be below the rate required by ATS for an acceptable installation; or (4) the Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the business rules defined by the Customer prior to the start of the program.

- 2.0 **Optional Annual Training Conference:** Vendor provides a comprehensive user training conference (the “Conference”) for active photo traffic safety and enforcement clients. The Conference’s main focus is training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The Conference will be held in the Phoenix Metropolitan area. If City opts to attend the Conference, City shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.
- 3.0 **Optional Public Relations Services:** Vendor may provide additional public relations services upon written request by City. These services may include advertising, media relations, and public relations consultants. The fee for such services shall be mutually agreed upon based on the scope of the public relations services to be provided.
- 4.0 **Warning Period:** There will be no charge to City during the thirty (30) day Warning Period, and Vendor shall not receive any compensation for any notices sent during the Warning Period.
- 4.1 **Evaluation:** Vendor agrees to conduct SLS study at no cost to the City of North Miami Beach, upon which City may rely upon to evaluate this program.





City of North Miami Beach  
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## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council

**FROM:** Ana M. Garcia, City Manager, ICMA-CM

**VIA:** Fernando J. Rodriguez, Director of Public Works

**DATE:** Tuesday, December 6, 2016

**RE:** Resolution R2016-104 (Fernando J. Rodriguez, Director of Public Works)

### BACKGROUND ANALYSIS:

As time nears for the introduction of North Miami Beach “Old Town” style trolleys and expansion of the NMB Line service from one route to three routes in early 2017, one of the components of the marketing/promotion campaign involves a giveaway feature for the first 250 riders. The giveaway item decided upon, given its usefulness to NMB Line riders, its durability, and the opportunity to showcase the attractive design of the new trolley vehicles, is a heavy-duty canvas shopping bag. In an effort to defray the cost of purchasing the bags, Public Works requested the assistance of Utility Neighborhood Coordinator Greg Williams to solicit the participation of sponsors. Mr. Williams has thus far successfully enlisted three sponsors whose collective contributions will reduce the cost of the bags by 25 percent. The logos of these sponsors—Cuban Guys Restaurant, Bo Legs BBQ, Foxy Lady Laundry, and Madalon Law Firm—will be displayed on the rear side of the canvas bag. The current sponsors are

The proposed resolution will authorize the City Manager or her designee to make any necessary sponsorship approvals in connection with this initiative. Any additional sponsorships realized after the December 6, 2016 Council meeting will be submitted to Council for ratification.

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY IMPACT:** Total cost of bags is \$2400 minus \$800 in sponsorships to date equals \$1600, and the monies are in Fiscal Year 2017 budget.

---

**ATTACHMENTS:**

▣ [Resolution R2016-104](#)

▣ [Exhibit A to Resolution R2016-104](#)

**RESOLUTION NO. R2016-104**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING ACCEPTANCE OF CASH AND IN-KIND SPONSORSHIPS FOR THE CITY OF NORTH MIAMI BEACH TRANSIT SERVICE EXPANSION “RIDERS’ GIVE-AWAY” ITEM; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS AND EXECUTE ANY NECESSARY AGREEMENTS TO ACCEPT SPONSORSHIPS FOR THE AFOREMENTIONED GIVE-AWAY.**

**WHEREAS**, the NMB Line transit service provided by the City will be expanded from two to three routes in the early part of 2017; and

**WHEREAS**, this significant increase in service will be accompanied by the deployment of new, larger and more attractive “old town” style trolley vehicles; and

**WHEREAS**, as part of the marketing and promotion approach associated with these major NMB Line service improvements there will be a number of “give-away” items for the first 250 riders; and

**WHEREAS**, sponsors will benefit from the prominent placement of sponsors’ logos on the give-away item, thereby serving as exposure for these establishments based upon the amount of cash or in-kind contributions (Exhibit “A”); and

**WHEREAS**, the Mayor and City Commission find it is in the best interest of the City to accept the in-kind and cash sponsorships for the NMB Line transit give-away initiative as detailed in the attached sponsorship packages (Exhibit “A”).

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of North Miami Beach, Florida.

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

**Section 2.** The Mayor and Commission of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager or designee to do all that is necessary to accept the sponsorships, in a form acceptable to the City Attorney, from the vendors listed on the attached (Exhibit “A”).

[SIGNATURE PAGE TO FOLLOW]

**RESOLUTION R2016-104**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup>** day of **December, 2016**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Commission

FAV TO ~~6882~~. 305 987 3562



### Official Sponsorship Registration Form

Date: 11-30-16 Vendor Name: FOXY LADY LAUNDRY, INC.  
Contact Name: RICHARD BASSIN  
Address: 250 NE 107TH STREET  
City: NORTH MIAMI BEACH State: FL Zip: 33162  
Phone: 305 944 2058 Email: foxyfox44@yahoo.com

Description of sponsorship: CONTRIBUTION OF \$200 TOWARDS THE PURCHASE OF CANVAS GROCERY BAGS FOR NMB LINE TRANSIT SERVICE RIDERS. (initial 3-day give-away for expanded service riders).

Vendor will provide the City: \$200.00

City will: PRINT THE SPONSOR'S BUSINESS LOGO ON THE EXTERIOR OF THE CANVAS GROCERY BAG.

The VENDOR agrees that any and all use(s) of the City of North Miami Beach including, but not limited to, the use of such names, logos, signage and unique iconography in connection with (i) the Media Rights; (ii) publicity and/or advertising of the Event; (iii) on goods and services such as television programming, home videos, and promotional materials related thereto; (iv) on merchandising; and/or (v) for any other contemplated use(s) not directly associated with the event, shall require the prior written approval of the City, which approval, if given at all, shall be at the City's sole and reasonable discretion. Furthermore, the VENDOR agrees any use of the City Logo is subject to the prior written approval of the City Manager, or City Council, pursuant to Ordinance 2015-8.

The VENDOR agrees that the benefits for contributions and sponsorships are limited to only those benefits listed herein. The VENDOR WILL NOT receive any other benefits than those listed herein.

[SIGNATURE PAGE TO FOLLOW]

VENDOR

[Signature]  
By: \_\_\_\_\_  
(Signature)

Name: RICARDO BASSIN  
(Print)

Title: PRSS

Date: 11/30/16

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

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

Attest: \_\_\_\_\_  
Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jose Smith, City Attorney



**Official Sponsorship Registration Form**

Date: 11-29-16 Vendor Name: Cuban Guys Restaurant.  
Contact Name: Jorge Llapur  
Address: 1678 NE Miami Gardens Dr  
City: N. Miami Bch State: FL Zip: 330179  
Phone: 786-326-8890 Email: JLLAPUR@CUBANGUYS.NET

Description of sponsorship: **CONTRIBUTION OF \$200 TOWARDS THE PURCHASE OF CANVAS GROCERY BAGS FOR NMB LINE TRANSIT SERVICE RIDERS. (initial 3-day give-away for expanded service riders).**

Vendor will provide the City: \$200.00

City will: **PRINT THE SPONSOR'S BUSINESS LOGO ON THE EXTERIOR OF THE CANVAS GROCERY BAG.**

The VENDOR agrees that any and all use(s) of the City of North Miami Beach including, but not limited to, the use of such names, logos, signage and unique iconography in connection with (i) the Media Rights; (i) publicity and/or advertising of the Event; (iii) on goods and services such as television programming, home videos, and promotional materials related thereto; (iv) on merchandising; and/or (v) for any other contemplated use(s) not directly associated with the event, shall require the prior written approval of the City, which approval, if given at all, shall be at the City's sole and reasonable discretion. Furthermore, the VENDOR agrees any use of the City Logo is subject to the prior written approval of the City Manager, or City Council, pursuant to Ordinance 2015-8.

**The VENDOR agrees that the benefits for contributions and sponsorships are limited to only those benefits listed herein. The VENDOR WILL NOT receive any other benefits than those listed herein.**

**[SIGNATURE PAGE TO FOLLOW]**

VENDOR

By:   
(Signature)

Name: Jorge Hafur  
(Print)

Title: Manager

Date: 11-29-16

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

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

Attest: \_\_\_\_\_  
Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jose Smith, City Attorney



## Official Sponsorship Registration Form

Date: 11/29/16 Vendor Name: Madalon Law  
Contact Name: Carolina MacArthur / Madalon Law  
Address: 100 N. Federal Hwy 4<sup>th</sup> Floor  
City: Fort Lauderdale State: FL Zip: 33301  
Phone: 954-923-0072 Email: cmacarthur@madalonlaw.com

Description of sponsorship: **CONTRIBUTION OF \$200 TOWARDS THE PURCHASE OF CANVAS GROCERY BAGS FOR NMB LINE TRANSIT SERVICE RIDERS. (initial 3-day give-away for expanded service riders).**

Vendor will provide the City: \$200.00

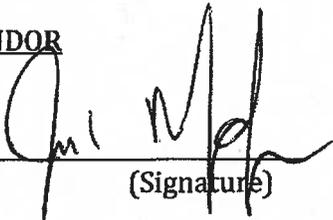
City will: **PRINT THE SPONSOR'S BUSINESS LOGO ON THE EXTERIOR OF THE CANVAS GROCERY BAG.**

The VENDOR agrees that any and all use(s) of the City of North Miami Beach including, but not limited to, the use of such names, logos, signage and unique iconography in connection with (i) the Media Rights; (i) publicity and/or advertising of the Event; (iii) on goods and services such as television programming, home videos, and promotional materials related thereto; (iv) on merchandising; and/or (v) for any other contemplated use(s) not directly associated with the event, shall require the prior written approval of the City, which approval, if given at all, shall be at the City's sole and reasonable discretion. Furthermore, the VENDOR agrees any use of the City Logo is subject to the prior written approval of the City Manager, or City Council, pursuant to Ordinance 2015-8.

**The VENDOR agrees that the benefits for contributions and sponsorships are limited to only those benefits listed herein. The VENDOR WILL NOT receive any other benefits than those listed herein.**

[SIGNATURE PAGE TO FOLLOW]

VENDOR

By:   
(Signature)

Name: Joseph C. Maddalon  
(Print)

Title: Owner

Date: 11/29/16

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

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

Attest: \_\_\_\_\_  
Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jose Smith, City Attorney



**City of North Miami Beach**  
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## **MEMORANDUM**

 **Print**

**TO:** Mayor and City Council

**FROM:** Ana M. Garcia, City Manager, ICMA-CM

**VIA:** Esmond K. Scott, Assistant City Manager

**DATE:** Tuesday, December 6, 2016

**RE:** Resolution R2016-105 (Esmond K. Scott, Assistant City Manager)

### **BACKGROUND ANALYSIS:**

The impact of Hurricane Matthew on Haiti has been devastating. With the loss of lives estimated to be more than 1,500, tens of thousands displaced, and economic impact in excess of US\$1billion, Haiti needs help to recover. Among all else, the island nation is in dire need of mechanical equipment to help in construction and transportation efforts as they attempt to rebuild.

The City was approached by ASAP Haiti Relief, Inc., an association representing 12 Mayors of cities in Haiti, seeking donations of surplus/obsolete equipment for their cities.

Having completed a thorough inventory of equipment based on our annual Six- Year Capital Improvement Projects exercise, the City has an up-to-date list of all its obsolete and surplus equipment. These items have served their purposes and are no longer needed, and meet and satisfy the requirements of Section 3-4.6 of the Purchasing Ordinance, which allows for the donation and distribution of surplus/obsolete equipment. The inventory includes frontend loaders, tractors, a few trucks, vans, and sedans.

The City of North Miami Beach has built and enjoyed a very fruitful relationship with our brothers and sisters in Haiti. Over the years, through resolutions, we have adopted several sister-city relationships in Haiti. Among them are the towns of Tabarre and La Chapelle, and the City of Gonaives. Establishing these relationships has been prudent and paramount in recognizing, celebrating and honoring the diverse and rich cultural heritage that

we enjoy as a result of the sharing and cultural exchange with our large Haitian population that are woven in the fabric, and a vital part of the residential and commercial makeup of our beloved City of North Miami Beach.

**RECOMMENDATION:**

Our recommendation is that we choose from among this inventory equipment that can best serve Haiti's purposes and will aid in the recovery and rebuilding efforts. This will be based on the identified and requested needs that are presented to us.

Furthermore, in an effort to ensure delivery of such equipment to the end users, our recommendation is that the City is present and plays a major role in the handing over of such equipment to the end users in Haiti. Our recommendation is that The City will identify key personnel who will be involved in ensuring that transfers of title will be done to the towns identified.

**FISCAL/BUDGETARY  
IMPACT:**

The fiscal impact is minimal, if any. Items being considered for donation have exceeded their useful life; are no longer economically feasible to maintain; and have been rendered obsolete and taken out of operational inventory. Furthermore, the City will not be responsible for the shipment of any equipment. Instead, we will be apprised of such shipment so that presentation can be coordinated upon arrival in Haiti.

---

**ATTACHMENTS:**

▣ [Resolution R2016-105](#)

**RESOLUTION NO. R2016-105**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE DONATION AND DISTRIBUTION OF SURPLUS/OBSOLETE EQUIPMENT TO CITIES IN HAITI DEMONSTRATING A NEED RESULTING FROM THE CATASTROPHIC DAMAGED CAUSED BY HURRICANE MATTHEW AND AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO DONATE AND DISTRIBUTE THE SURPLUS/OBSOLETE EQUIPMENT.**

**WHEREAS**, ASAP Haiti Relief, Inc. representing several Mayors of cities in Haiti, reached out to the City of North Miami Beach (“City”) seeking donations of surplus/obsolete equipment for cities in Haiti devastated by the catastrophic Hurricane Matthew; and

**WHEREAS**, the City has surplus and obsolete equipment that is no longer needed and meets the requirements of Section 3-4.6 of the Code of Ordinances; and

**WHEREAS**, donation of surplus and obsolete equipment will aid and assist the cities recovering from the catastrophe; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interest of the City to authorize and direct the City Manager to donate and distribute surplus and obsolete equipment to those cities in Haiti that demonstrate a need for recovery efforts as the result of the catastrophic Hurricane Matthew.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Commission of the City of North Miami Beach, Florida:

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

**Section 2.** The Mayor and City Commission hereby authorize and direct the City Manager to do all things necessary to donate and distribute surplus and obsolete equipment to deserving cities in Haiti.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup> day of December, 2016**.

[SIGNATURE PAGE TO FOLLOW]

**RESOLUTION R2016-105**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Commission



City of North Miami Beach  
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## MEMORANDUM

 **Print**

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:** Edenia M. Hernandez, MLIS  
**DATE:** Tuesday, December 6, 2016  
**RE:** Resolution R2016-106 (Edenia Hernandez, Library Manager)

**BACKGROUND ANALYSIS:**

The American Library Association partners with Dollar General to provide various literacy initiatives. The project is to support the delivery of services to ESL learners and Citizenship education. This is a \$10,000.00 grant that does not require matching funds.

The NMB Library recently started providing citizenship classes. We have also gained the support of two community partners. This allows us to apply for the \$10,000.00 grant.

**RECOMMENDATION:**

The NMB Library recently started providing citizenship classes. We have also gained the support of two community partners. This allows us to apply for the \$10,000.00 grant. It would be beneficial for the NMB Community for the Library to enhance its educational services to the English Language Learners in our community.

**FISCAL/BUDGETARY IMPACT:**

There would not be a fiscal impact to other than our current staffing and regular expense. This would provide a positive impact of an additional \$10,000.00

---

**ATTACHMENTS:**

- |   |
|---|
| <input type="checkbox"/> <a href="#">Resolution R2016-106</a> |
| <input type="checkbox"/> <a href="#">memo</a>                 |
| <input type="checkbox"/> <a href="#">Application</a>          |
| <input type="checkbox"/> <a href="#">Support Letter 1</a>     |



**RESOLUTION NO. R2016-106**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SUBMISSION OF THE AMERICAN LIBRARY ASSOCIATION'S OFFICE FOR DIVERSITY, LITERACY, AND OUTREACH SERVICES AMERICAN DREAM LITERACY INITIATIVE GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

**WHEREAS**, the North Miami Beach Public Library serves a diverse population and has identified a need to expand current services for English language learners through annual surveys, community groups and State of Florida statistics; and

**WHEREAS**, the American Library Association's Office for Diversity, Literacy, and Outreach Services offers a grant program for adult literacy for English language learners funded by the Dollar General Literacy Foundation; and

**WHEREAS**, the North Miami Beach Public Library would like to expand the current services by providing an English as a Second Language ("ESL") course for adult English language learners in the community; and

**WHEREAS**, the grant funds can be used to augment the existing print and digital ESL collections, increase computer access and training, and hold classes for immigrant populations; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interest of the City to authorize and approve the application and acceptance of the American Library Association's Office for Diversity, Literacy, and Outreach Services American Dream Literacy Initiative Grant, in an amount not to exceed \$10,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Commission of the City of North Miami Beach, Florida:

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

**Section 2.** The Mayor and City Council hereby authorize and approve the City Manager or designee to submit an application to the American Library Association's Office for Diversity, Literacy, and Outreach Services American Dream Literacy Initiative Grant, in an amount not to exceed \$10,000.00, and to do all things necessary to accept the grants funds and execute the Agreement, in a form acceptable to the City Attorney, in furtherance of acceptance of the funds.

**RESOLUTION R2016-106**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup> day of December, 2016**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Commission



**City of North Miami Beach, Florida**

---

**NMB Library**

**MEMORANDUM**

---

TO: DCM Sosa-Cruz

FROM: Edenia M. Hernandez

VIA:

DATE: November 28, 2016

RE: American Dream Literacy Grant from ALA

---

On November 11<sup>th</sup> I received notice of a grant available to libraries from the American Library Association. This is a \$10,000.00 grant that does not require matching funds. The project is to support the delivery of services to ESL learners and Citizenship education.

The NMB Library recently started providing citizenship classes. We have also gained the support of two community partners. This allows us to apply for the \$10,000.00 grant.

I respectfully request permission to bring this request for permission to apply for the ALA American Dream Literacy Grant before the City of NMB Commission.

Enclosed please find the application and supporting documents.



apply.ala.org

edenia.hernandez@citynmb.com | [American Dream Grants](#) | [My Profile](#) | [Sign Out](#)

## The American Dream Literacy Initiative

- [Guidelines](#)
- [About](#)

### Library Information

#### Library System

Enter information about your library system and library director here

Email Address

Library System

Address Line 1

Address Line 2

(optional)

City

State

ZIP Code

9 digits, xxxxx-xxxx. If you need to find your 4-digit sort code, you can [look it up at the website of the US Postal Service](#).

Library Setting

Population Size

Website

(optional)

#### Library Director

Enter information here about the director of your library.

Library Director First Name

Library Director Last Name

Library Director Email

Library Director Phone

10 digits, xxx-xxx-xxxx.

Extension

(optional)

Title

Library

Address Line 1

Address Line 2



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# The American Dream Literacy Initiative

- [Guidelines](#)
- [About](#)

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## Project Information

Proposal Pages

- [Library Information](#)
- **Project Information**

Project name

Adult Literacy need

Indicate the need for adult literacy services for English language learners at your library and in your community, per the following information.

Using the most recent U.S. Census and other data, describe the demographics of the community served by the library.

Our Library serves the City of North Miami Beach (4.83 miles) and the surrounding Northeast Miami Dade County Community. As of 2010 we had 41,523 residents. We serve a large group of non-residents as the County Library system was without a library in our area for 10 years and many residents of the surrounding cities became accustomed to using our services we have active use of 83% of our community including non-residents.

Which geographical area does your library serve?

We have a 33.9 unemployment rate.

What is the area's unemployment rate?

How have data collection and community engagement helped you determine the needs of the adult English language learner population you serve?

Please be as specific as possible. (250 words maximum)

The NMB Library has collected data during the past 3 years via annual surveys and community groups. We have also responded to the needs of the patrons that come in and request services. We use state numbers, school numbers and request for assistance. We have collected the numbers, needs and the direct requests to formulate programs that are needed in our community. We have responded by hiring Spanish and Creole Speakers that can directly assist and communicate with the community to make them feel at ease and welcomed. These native speakers have further helped us in gathering the personal stories and noted needs in the community.

#### Project Description

Describe in detail your proposed project for adult English language learners, including the following information in your narrative. (500 words maximum)

- What is the project design?
- Are the services new or an expansion of existing services?
- Whom will you be serving? Is this/are these population(s) new to your community?
- How will these literacy services for adult English language learners benefit the library and the community?
- Will your project include bookmobile-based literacy services for adult English language learners? If so, please describe your current bookmobile literacy services and how the proposed project will augment those services.

The NMB Library Community has a great need since the majority of our population is made up of English Language learners. As we have connected with the community the majority of requests come in for English Classes, Conversational English, Writing Classes, High School Classes in Spanish, History and Citizenship Classes.

We would like to expand our current services by providing an ESL class with Conversational English and an informal writing class on sharing their personal stories. At this time we only have the Citizenship/ History classes available and they are manned by staff.

Obtaining a grant would allow us to increase our program and hire a teacher to assist the students in their English Language skills and an experienced educator/story teller that would help our residents tell their story. This project of learning to write their story will teach the English Language Learners to give their stories a voice while providing confidence by sharing on something that is familiar to them.

The NMB Library's goal is to teach our Hispanic, Haitian and Chinese residents with an opportunity to learn the language, integrate into the community and become more financially independent by giving them the tools to succeed in our society.

These literacy services for Adult English Language Learners will benefit the

#### Capacity

Detail how your library has the capacity to implement this project, including: (250 words maximum)

- How will you staff this initiative? (include library staff and any contract or partner organizations staff)
- What in-kind support will the library provide, such as meeting space, printing and distribution, collections development, IT support, matching funds, etc.?

Our library already has a classroom we are using with our Citizenship classes. It is a versatile space that can go from using tables to moving things around and having conversational circles. At this time we have a staff member who has committed to having the conversational classes once a week. We are also able to provide the support needed for individual learning and teacher guided classes once we are able to contract the needed professionals to assist us. We will be accessing materials from the Florida Literacy Coalition who has expressed an ability to assist in this project. We are still waiting for confirmation from Barry University on their ability to provide a student who would assist us with the recording of the stories.

The Library will provide in-kind support to the program by providing the meeting space, printing and distribution of materials, collection development support, marketing, computer, database and Internet access, staffing salary and volunteer support.

Currently logged in as [edenia.hernandez@citynmb.com](mailto:edenia.hernandez@citynmb.com). [Logout](#)

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# The American Dream Literacy Initiative

- [Guidelines](#)
- [About](#)

Update Successful

## Project Budget and Justification

Proposal Pages

- [Library Information](#)
- [Project Information](#)
- Project Budget and Justification

Budget

Enter your project budget in the table below. Include a dollar amount for projected in-kind contributions. Please note

- Total grant funds must not exceed \$10,000
- Funds will be awarded on a one-time basis
- Grant funds may **not** be used for bookmobile maintenance

	Grant Funds	In-kind Funds	Other Funding Sources	Total
<b>Personnel</b>				
Library staff, contractors, teachers and tutors	2500.00	6620.00	0.00	9120.00
<b>Collection Development</b>				
Print, digital, software, and online resources	200.00	0.00	0.00	200.00
<b>Outreach and Collaboration</b>				
Materials, resources, and supplies for offsite services and programs	0.00	0.00	0.00	0.00
<b>Printing, Design and Distribution</b>				
Flyers, brochures, web design, etc.	0.00	800.00	0.00	800.00
<b>Media, Marketing and Production</b>				
Audio and video spots, videos for training and PR, website development, etc.	0.00	0.00	0.00	0.00
<b>Technology</b>				
Laptops, tablets, e-readers, etc.	2300.00	5500.00	0.00	7800.00
<b>Travel</b>				
State and regional library literacy conferences, partner meetings, etc.	0.00	0.00	0.00	0.00
<b>Other</b>				
Please explain in the comments below.	0.00	0.00	0.00	0.00
<b>Total</b>	<b>5000.00</b>	<b>12920.00</b>	<b>0.00</b>	



School of  
**Continuing Education  
& Professional Development**

November 21, 2016

**Edenia M. Hernandez, MLIS**  
Director  
North Miami Beach Public Library  
City of North Miami Beach

**RE:** North Miami Beach Public Library initiative for the *American Dream Literacy Grant*.

Dear Ms. Hernandez:

We are pleased to draft this letter supporting the North Miami Beach Public Library initiative for the *American Dream Literacy grant*, to expand services to adult learners.

The School of Continuing Education and Professional Development at Miami Dade College's North Campus is pleased to support the NMB Public Library's plans to build upon its strategies to develop resources that will incentivize learning opportunities for adults and offer effective literacy services to adult English language learners in the community. We can offers programs and courses to promote English language learning, computer training, industry certification, GED, citizenship classes, and workforce preparedness.

On behalf of the School of Continuing Education and Professional Development at Miami Dade College, North Campus, I support the North Miami Beach Public Library for the *American Dream Literacy grant* initiative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara Alfonso', written over a horizontal line.

Dr. Barbara Alfonso  
Chairperson



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, ICMA-CM  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** NMB Gives Back Update

**BACKGROUND**  
**ANALYSIS:**  
**RECOMMENDATION:**  
**FISCAL/BUDGETARY**  
**IMPACT:**

---

**ATTACHMENTS:**

None



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

## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** Vicky Bakery Grand Opening

**BACKGROUND**  
**ANALYSIS:**  
**RECOMMENDATION:**  
**FISCAL/BUDGETARY**  
**IMPACT:**

---

**ATTACHMENTS:**

None



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

## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:**  
**DATE:** Tuesday, December 6, 2016  
**RE:** Ribbon Cutting of the Biscayne Boulevard Median Beautification Project & Entry Feature Sign

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

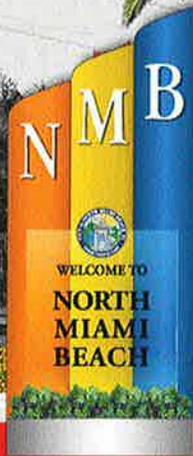
[Ribbon Cutting Invitation](#)

The City of North Miami Beach

*Cordially Invites You to the*

**Ribbon Cutting of the Biscayne Boulevard  
Entry Feature Sign**

**December 10, 2016 at 4:30 PM**



**RIBBON CUTTING**

Biscayne Boulevard and North of NE 172nd Street  
For more information or to RSVP call 305-948-2900

Mayor George Vallejo  
Vice Mayor Barbara Kramer  
Commissioner Anthony F. DeFilippo  
Commissioner Marlon Martell  
Commissioner Franz Pierre  
Commissioner Phyllis Smith  
Commissioner Beth Spiegel  
City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore



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## MEMORANDUM

 **Print**

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:** Paulette Murphy, Director of Parks and R.E.C.  
**DATE:** Tuesday, December 6, 2016  
**RE:** Snow Fest and Community Safety Day Parade

**BACKGROUND  
ANALYSIS:**

City of North Miami Beach Parks and R.E.C. Department in conjunction with the North Miami Beach Police Department will host the annual Snow Fest and Community Safety Day Parade on Saturday, December 10, 2016 from 6:00 pm - 11:00 pm along NE 19th avenue between 164th and 171st streets. This exciting event will include: a holiday parade with floats, marching bands and holiday characters. Activities include: snow mountain, ice skating, pictures with Santa, bounce houses, rides and slides, food for sale, craft booths and much more!

**RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

[Snow Fest Flyer](#)



City of North Miami Beach Parks and R.E.C. Department  
in conjunction with the North Miami Beach Police Department  
presents



Mayor  
George Vallejo  
Council  
Anthony F. DeFillipo  
Barbara Kramer  
Marlen Martell  
Frantz Pierre  
Phyllis S. Smith  
Beth E. Spiegel  
City Manager  
Ana M. Garcia  
City Attorney  
Jose Smith  
City Clerk  
Pamela Latimore



# SNOW FEST

**AND COMMUNITY SAFETY DAY PARADE**

**Saturday, December 10, 2016**

**6:00PM - 11:00PM**

**ALONG 19TH AVENUE BETWEEN 164<sup>TH</sup> & 171<sup>ST</sup> STREETS**

**HOLIDAY PARADE (6PM) with FLOATS**

**MARCHING BANDS • HOLIDAY CHARACTERS**

**Activities Include: SNOW MOUNTAIN • ICE SKATING  
MUSIC • PICTURES WITH SANTA • ARTS & CRAFTS  
FOOD FOR SALE • BOUNCE HOUSES • RAFFLES  
RIDES & SLIDES • AND MORE!**

**SNOW PASS \$5.00 PER CHILD  
FOR UNLIMITED FUN!**

**VISIT US ON FACEBOOK @ NMBPARKSREC FOR DISCOUNTED FAMILY PASSES**

**FOR MORE INFORMATION CALL (305)948-2957**

**OR VISIT [WWW.CITYNMB.COM](http://WWW.CITYNMB.COM)**



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North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:** Paulette Murphy, Director of Parks and R.E.C.  
**DATE:** Tuesday, December 6, 2016  
**RE:** Menorah Lighting Ceremony

**BACKGROUND  
ANALYSIS:**

The city's annual Menorah Lighting Ceremony will be held on Tuesday, December 27, 2016, at 6:00pm on the median in front of city hall. This year's ceremony will feature singer and violinist, Biana Pinchuk. Please join us in lighting the Menorah, music and refreshments.

**RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

[Menorah Lighting Ceremony Flyer](#)

**DECEMBER 2016**

# Menorah Lighting Ceremony

**Tuesday,  
December 27th  
at 6:00PM**

*On the median in front of City Hall*





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, ICMA-CM  
**VIA:** Edenia M. Hernandez, MLIS  
**DATE:** Tuesday, December 6, 2016  
**RE:** International Book Battle Reading Contest Winners

**BACKGROUND ANALYSIS:** This is the second year participating in the program. The students were encouraged to read and played in a module that tested their reading comprehension abilities.

**RECOMMENDATION:** Recognition of the accomplishments of our young students will encourage them to continue and compel others to ensue.

**FISCAL/BUDGETARY IMPACT:** None.

---

**ATTACHMENTS:**

[Book Battle Contest Winners](#)



**City of North Miami Beach, Florida**

---

**NMB Library**

**MEMORANDUM**

---

TO: DCM Sosa-Cruz

FROM: Edenia M. Hernandez

DATE: November 30, 2016

RE: Book Battle Contest Winners

---

I respectfully request permission to bring the Book Battle Contest winners before council in recognition of their scholastic accomplishments.

This year we participated once more in the Book Battle International Reading Competition. We had students that did very well on a local and state level that we would like to recognize for their accomplishments. The city of North Miami Beach had one student who scored among the top ten at an international level.

The NMB Library in collaboration with the University of Hong Kong and the University of South Florida will award the students with a trophy, medals and prizes.

The names of the children are as follows:

Deziree de la Huerta  
Hannah Hernandez  
Zamira Morales  
Adil Ahmed

International Top Ten  
Top Reader at a County Level  
Top Reading Comprehension Gains  
Most Enhanced Reading Gains

1926 - 2016

City on the RISE



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

## MEMORANDUM

 **Print**

**TO:** Mayor and City Council

**FROM:** Ana M. Garcia, City Manager, ICMA-CM

**VIA:** Janette Smith, Finance Director, x2081

**DATE:** Tuesday, December 6, 2016

**RE:** Quarterly Financial Analysis - Fiscal Year 2016 Fourth Quarter  
(Janette Smith, Finance Director)

**BACKGROUND  
ANALYSIS:**

For the fiscal year ended September 30, 2016, the City had an overall favorable variance of approximately \$28.8 million as compared to the fiscal year budget. The use of a portion of this amount is restricted for specific purposes. Primary contributors to the variance are the General Fund, and the Enterprise Funds.

It is important to note that this analysis was performed based on the *unaudited* results of operations as compared to the expected fiscal year 2016 budget. For the most part, the report has been prepared on the cash basis of accounting and as a result, excludes encumbrances (e.g. commitments to make future purchases).

**RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- |   |
|---|
| <input type="checkbox"/> <a href="#">FY 2016 4th Quarter Financial Presentation</a> |
| <input type="checkbox"/> <a href="#">FY 2016 4th Quarter Financial Analysis</a>     |



**City of North Miami Beach  
Quarterly Financial Analysis  
Fiscal Year 2016  
Twelve months ended September 30, 2016**

# City of North Miami Beach Quarterly Financial Analysis Fourth Quarter – FY 2016 Agenda

- ▶ Disclaimer
  - ▶ Cash basis
  - ▶ Unaudited
- ▶ Methodology
  - ▶ Debt Service Funds combined
  - ▶ Enterprise Impact Fees Funds combined
  - ▶ Prior year carryforward amounts eliminated
- ▶ Overview
- ▶ Discussion Points

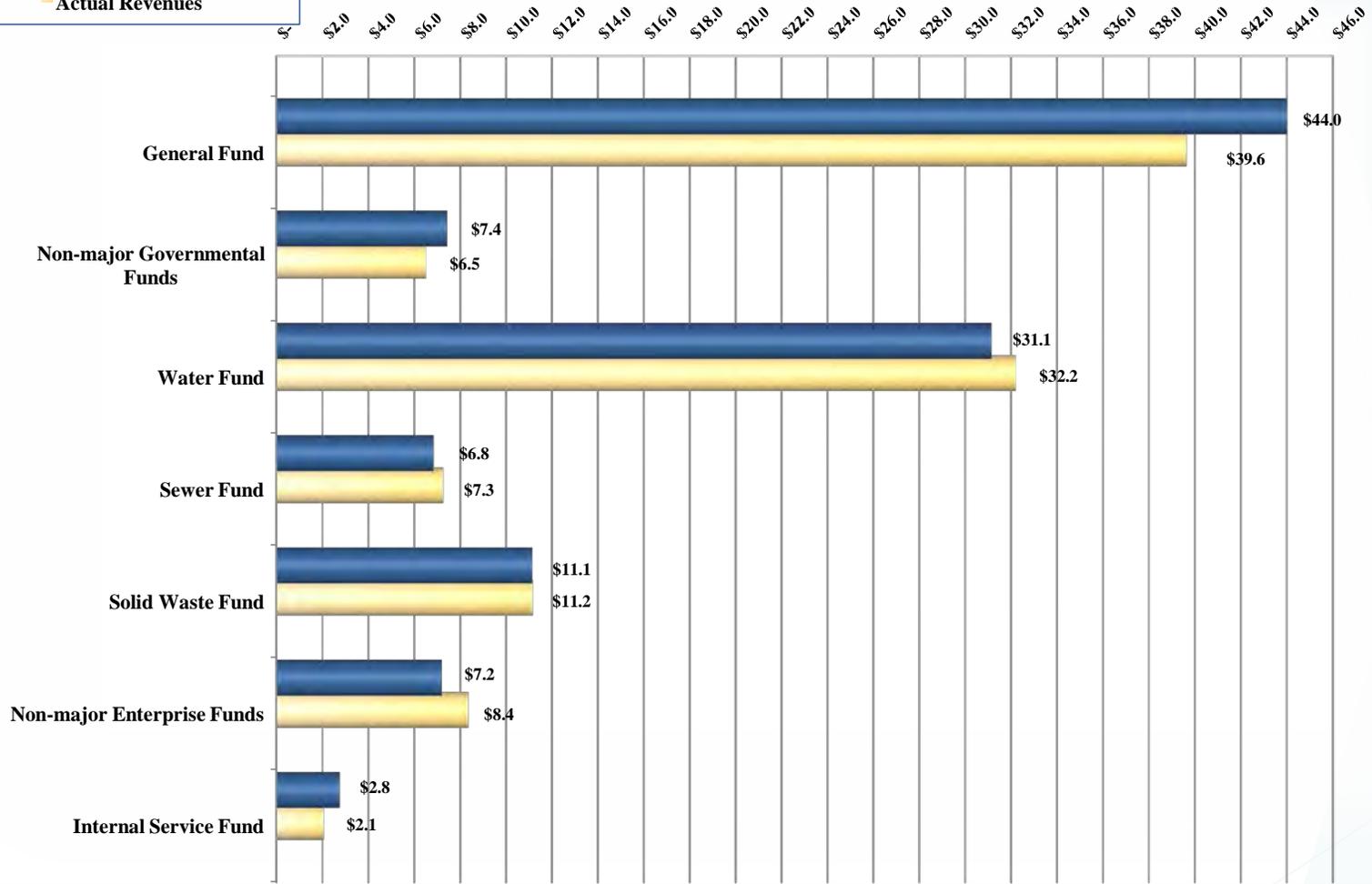
# City of North Miami Beach Quarterly Financial Analysis Fourth Quarter – FY 2016 Overview

- ▶ Overall net favorable position of \$28.8 million driven by the timing of revenues, expenditures and transaction processing
- ▶ All funds contributed to the favorable variance except the Alley Restoration Fund and the Customer Service Fund
- ▶ Strong investment growth of more than \$13 million over the balance at the end of fiscal year 2015.

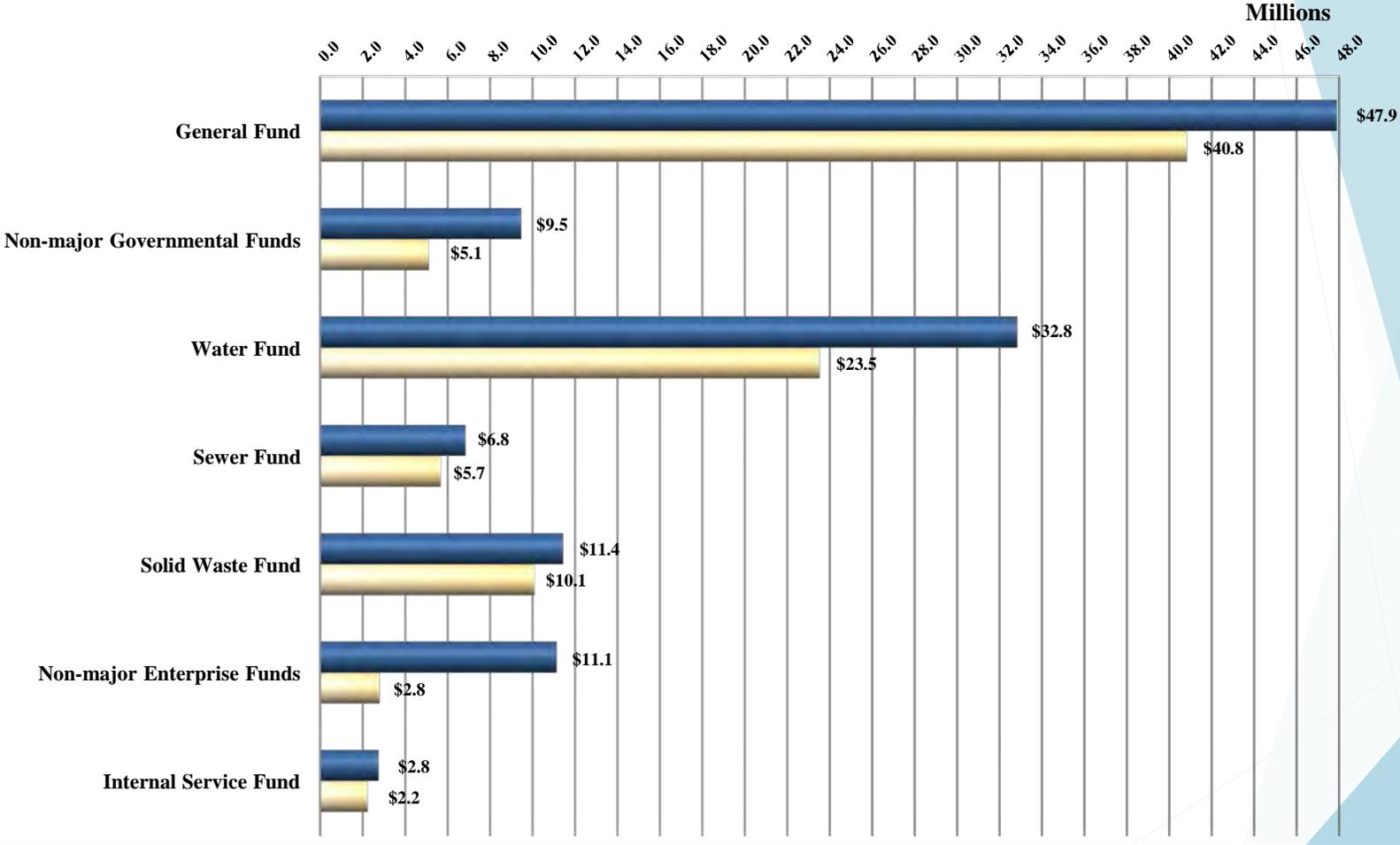
## Revenues Analysis by Fund YTD Budget vs. Actual



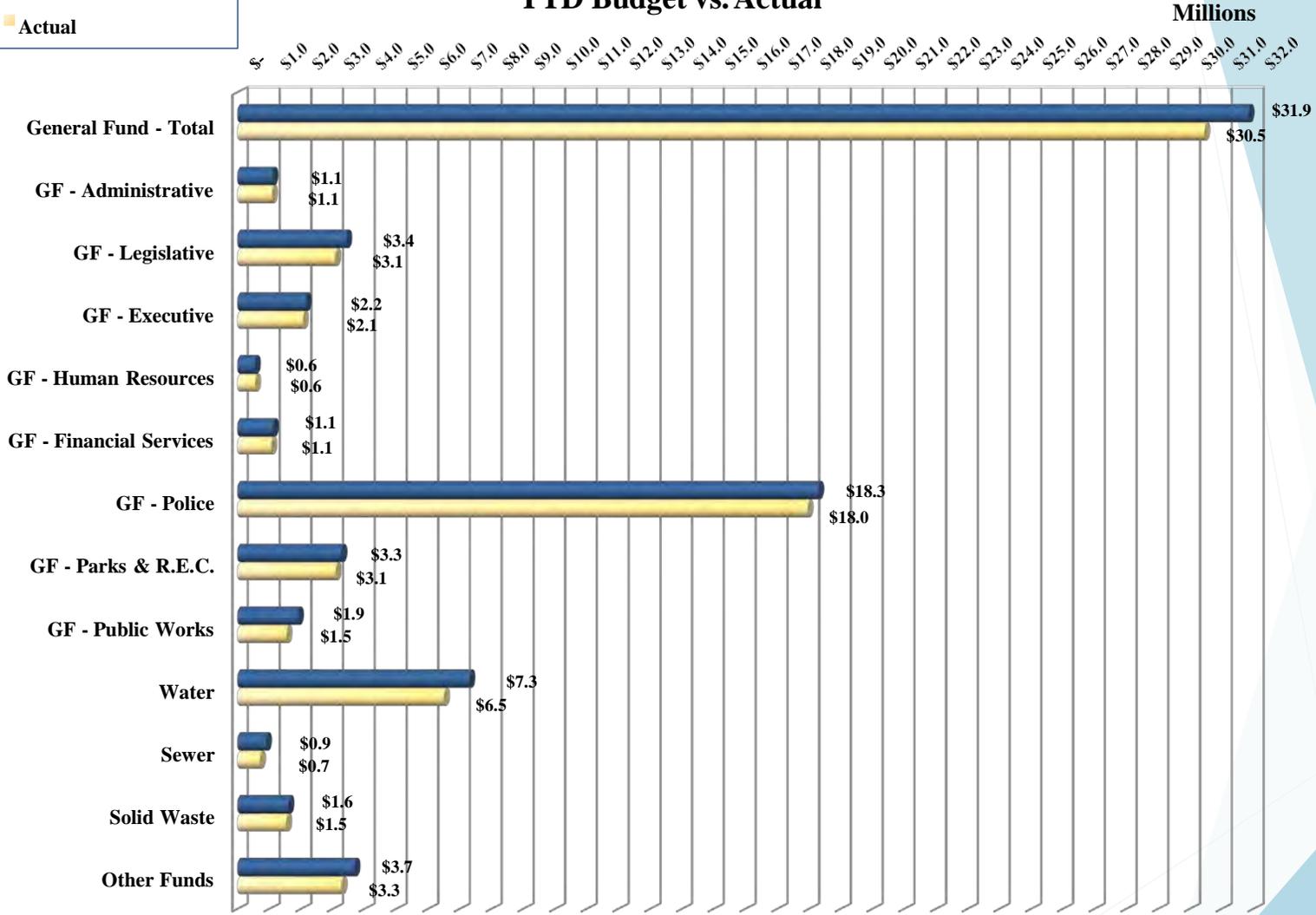
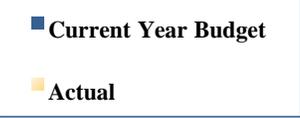
Millions



### Expenditure Analysis by Fund YTD Budget vs. Actual



## Salaries & Related Benefits Analysis YTD Budget vs. Actual



# City of North Miami Beach Quarterly Financial Analysis Fourth Quarter – FY 2016 Discussion Points

- ▶ Overall net favorable position of \$28.8 million primarily from the following funds:
  - ▶ General Fund = \$2.7 million
  - ▶ Transit Surtax = \$1.1 million
  - ▶ Water Fund = \$10.4 million
  - ▶ Enterprise Impact Fees Funds = \$7.1 million
  - ▶ Building Fund = \$1.7 million
  - ▶ Sewer Fund = \$1.6 million
  - ▶ Solid Waste Fund = \$1.4 million

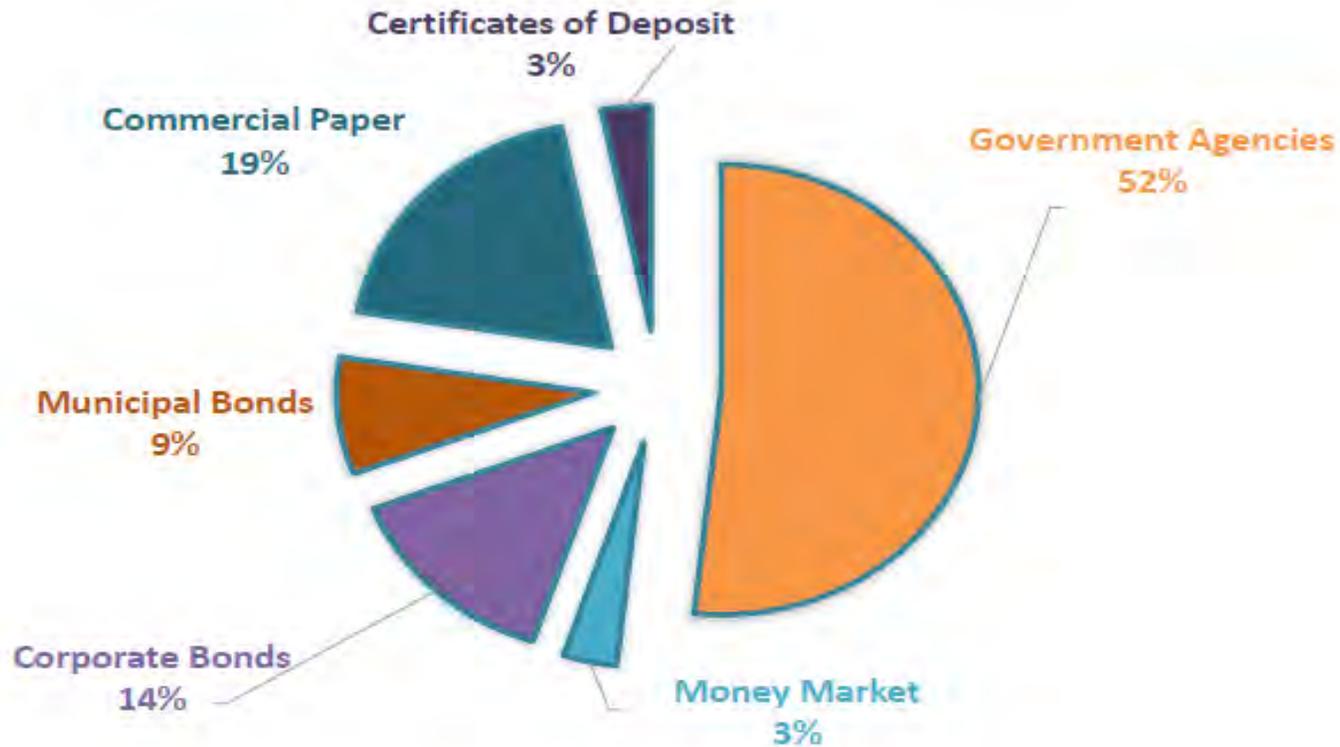
# City of North Miami Beach Quarterly Financial Analysis Fourth Quarter – FY 2016 Discussion Points

- ▶ Significant revenue variances
  - ▶ General Fund – unfavorable \$4.4 million
    - ▶ Lag in receipt of franchise fees, utility taxes, communication service taxes and state shared revenues
  - ▶ Water Fund – favorable \$1.1 million
    - ▶ Increases in consumption and water restriction surcharges
  - ▶ Building Fund – favorable \$1.2 million
    - ▶ Increases in building, roofing and plumbing permits and plan review fees

# City of North Miami Beach Quarterly Financial Analysis Fourth Quarter – FY 2016 Discussion Points

- ▶ Significant Net Asset Variances
  - ▶ Actual revenue less than actual expenses
    - ▶ \$1.2 million in the General Fund
      - ▶ Budget anticipated \$3.9 million (prior year carryforward)
    - ▶ \$287,000 in the Workers Compensation Fund
      - ▶ Budget anticipated \$500,000 (prior year carryforward)

# INVESTMENT PORTFOLIO MARKET VALUE AT SEPTEMBER 30, 2016



September 30:	<u>Market Value</u>	
	<u>2015</u>	<u>2016</u>
Government Agencies	\$ 25,457,122	\$ 33,283,458
Money Market	13,777,699	2,168,408
Corporate Bonds	6,017,270	9,057,380
Municipal Bonds	1,322,613	5,412,655
Commercial Paper	2,999,772	12,463,440
Certificates of Deposit	1,753,560	2,000,992
<b>Total</b>	<b><u>\$ 51,328,036</u></b>	<b><u>\$ 64,386,333</u></b>

**Thank You!**



**City of North Miami Beach  
Quarterly Financial Analysis  
Fiscal Year 2016  
Twelve months ended September 30, 2016**

**City of North Miami Beach  
Quarterly Financial Analysis  
Fourth Quarter – FY 2016  
Overview**

The attached schedules represent the ***unaudited*** results of operations as compared to the amended budget through September 30, 2016 for all budgeted funds. This document has, for the most part, been prepared on the cash basis of accounting utilizing information that was available at the time of this report.

For purposes of this presentation, the City's five Debt Service Funds have been combined, as well as the three proprietary Impact Fees Funds. Fund balance carryforwards have been eliminated to improve transparency.

It should be noted that the annual budget has generally been divided equally into four quarters. Actual cash flows do not necessarily follow this pattern of receipt or expenditure. Certain exceptions have been made to this formula when cash flows can reasonably be expected to occur at a particular time. For example, business tax receipts are due on October 1st. Therefore, at the end of the first quarter, 100% of the budget would be expected to be received. Likewise, debt service payments are scheduled and can be included in the quarterly budget column when due. Ad valorem taxes are presented based on historical collection patterns in both the general fund and the debt service funds.

This analysis will detail the major variances, the unfavorable variances and the causes thereof. A major variance is considered to be any variance over \$500,000 or 10% of the total budget.

Overall, the City is in a favorable position of approximately \$28.8 million as compared to budget at September 30, 2016. The use of a portion of this amount is restricted for specific purposes. Excess proceeds of the general fund are generally unrestricted as to purpose. All funds contributed to the favorable position except the Alley Restoration Fund and the Customer Service Fund.

**City of North Miami Beach  
Budgetary Comparison Summary  
Cash Basis  
For the Quarter Ending September 30, 2016**

**REVENUES**

<b>Governmental Funds:</b>	<b>Current Year Budget</b>	<b>Actual</b>	<b>Over / (Under) Budget</b>
<b>General Fund</b>	\$ 44,031,023	\$ 39,641,710	\$ (4,389,313)
<b>Community Redevelopment Agency</b>	703,508	703,938	\$ 430
<b>Transit Surtax Fund</b>	1,535,000	1,321,270	\$ (213,730)
<b>Governmental Impact Fee Fund</b>	248,300	66,623	\$ (181,677)
<b>Alley Restoration Fund</b>	300,000	225,000	\$ (75,000)
<b>Debt Service Funds</b>	2,507,050	1,855,300	\$ (651,750)
<b>Liability Self Insurance</b>	1,301,988	1,403,365	\$ 101,377
<b>Worker's Comp Self Insurance</b>	843,106	942,148	\$ 99,042
<b>TOTAL GOVT'L FUNDS REVENUE</b>	<b>\$ 51,469,975</b>	<b>\$ 46,159,354</b>	<b>\$ (5,310,621)</b>

**City of North Miami Beach  
Budgetary Comparison Summary  
Cash Basis  
For the Quarter Ending September 30, 2016  
(continued)**

**EXPENDITURES**

	Current Year Budget	Actual	(Over) / Under Budget
<b>Governmental Funds:</b>			
<b>General Fund</b>	\$ 47,893,909	\$ 40,827,545	\$ 7,066,364
<b>Community Redevelopment Agency</b>	1,410,453	433,077	\$ 977,376
<b>Transit Surtax Fund</b>	2,077,280	727,435	\$ 1,349,845
<b>Governmental Impact Fee Fund</b>	428,759	218,366	\$ 210,393
<b>Alley Restoration Fund</b>	300,000	254,210	\$ 45,790
<b>Debt Service Funds</b>	2,507,050	1,483,546	\$ 1,023,504
<b>Liability Self Insurance</b>	1,402,395	763,744	\$ 638,651
<b>Worker's Comp Self Insurance</b>	1,343,106	1,229,397	\$ 113,709
<b>TOTAL GOVT'L FUNDS EXPENSE</b>	<b>\$ 57,362,952</b>	<b>\$ 45,937,320</b>	<b>\$ 11,425,632</b>

**City of North Miami Beach  
Budgetary Comparison Summary  
Cash Basis  
For the Quarter Ending September 30, 2016  
(continued)**

<b>Governmental Funds:</b>	<b>Revenue Variance</b>	<b>Expenditure Variance</b>	<b>Net Variance Favorable / (Unfavorable)</b>
<b>General Fund</b>	\$ (4,389,313)	\$ 7,066,364	\$ 2,677,051
<b>Community Redevelopment Agency</b>	\$ 430	\$ 977,376	\$ 977,806
<b>Transit Surtax Fund</b>	\$ (213,730)	\$ 1,349,845	\$ 1,136,115
<b>Governmental Impact Fee Fund</b>	\$ (181,677)	\$ 210,393	\$ 28,716
<b>Alley Restoration Fund</b>	\$ (75,000)	\$ 45,790	\$ (29,210)
<b>Debt Service Funds</b>	\$ (651,750)	\$ 1,023,504	\$ 371,754
<b>Liability Self Insurance</b>	\$ 101,377	\$ 638,651	\$ 740,028
<b>Worker's Comp Self Insurance</b>	\$ 99,042	\$ 113,709	\$ 212,751
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ (5,310,621)</b>	<b>\$ 11,425,632</b>	<b>\$ 6,115,011</b>

**City of North Miami Beach  
 Budgetary Comparison Summary  
 Cash Basis  
 For the Quarter Ending September 30, 2016  
 (continued)**

**REVENUES**

<b>Enterprise Funds:</b>	<b>Current Year Budget</b>	<b>Actual</b>	<b>Over / (Under) Budget</b>
<b>Stormwater Fund</b>	<b>\$ 1,309,200</b>	<b>\$ 1,306,164</b>	<b>\$ (3,036)</b>
<b>Water Fund</b>	<b>\$ 31,139,326</b>	<b>\$ 32,203,484</b>	<b>\$ 1,064,158</b>
<b>Sewer Fund</b>	<b>\$ 6,849,232</b>	<b>\$ 7,267,608</b>	<b>\$ 418,376</b>
<b>Building Permit Fund</b>	<b>\$ 2,389,761</b>	<b>\$ 3,591,213</b>	<b>\$ 1,201,452</b>
<b>Solid Waste Fund</b>	<b>\$ 11,148,675</b>	<b>\$ 11,167,666</b>	<b>\$ 18,991</b>
<b>Impact Fees Funds</b>	<b>\$ 3,510,000</b>	<b>\$ 3,466,189</b>	<b>\$ (43,811)</b>
<b>Customer Service Fund</b>	<b>\$ 2,753,547</b>	<b>\$ 2,070,300</b>	<b>\$ (683,247)</b>
<b>TOTAL ENTERPRISE FUNDS REVENUE</b>	<b>\$ 59,099,741</b>	<b>\$ 61,072,624</b>	<b>\$ 1,972,883</b>

**City of North Miami Beach  
 Budgetary Comparison Summary  
 Cash Basis  
 For the Quarter Ending September 30, 2016  
 (continued)**

**EXPENDITURES**

	Current Year Budget	Actual	(Over) / Under Budget
<b>Enterprise Funds:</b>			
Stormwater Fund	\$ 1,423,655	\$ 747,058	\$ 676,597
Water Fund	\$ 32,839,326	\$ 23,532,426	\$ 9,306,900
Sewer Fund	\$ 6,849,232	\$ 5,675,034	\$ 1,174,198
Building Permit Fund	\$ 2,405,776	\$ 1,915,732	\$ 490,044
Solid Waste Fund	\$ 11,448,675	\$ 10,090,739	\$ 1,357,936
Impact Fees Funds	\$ 7,310,000	\$ 123,937	\$ 7,186,063
Customer Service Fund	\$ 2,753,547	\$ 2,231,665	\$ 521,882
<b>TOTAL ENTERPRISE FUNDS EXPENSE</b>	<b><u>\$ 65,030,211</u></b>	<b><u>\$ 44,316,591</u></b>	<b><u>\$ 20,713,620</u></b>

**City of North Miami Beach  
 Budgetary Comparison Summary  
 Cash Basis  
 For the Quarter Ending September 30, 2016  
 (continued)**

Enterprise Funds:	Revenue Variance	Expenditure Variance	Net Variance Favorable / (Unfavorable)
Stormwater Fund	\$ (3,036)	\$ 676,597	\$ 673,561
Water Fund	\$ 1,064,158	\$ 9,306,900	\$ 10,371,058
Sewer Fund	\$ 418,376	\$ 1,174,198	\$ 1,592,574
Building Permit Fund	\$ 1,201,452	\$ 490,044	\$ 1,691,496
Solid Waste Fund	\$ 18,991	\$ 1,357,936	\$ 1,376,927
Impact Fees Funds	\$ (43,811)	\$ 7,186,063	\$ 7,142,252
Customer Service Fund	\$ (683,247)	\$ 521,882	\$ (161,365)
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 1,972,883</b>	<b>\$ 20,713,620</b>	<b>\$ 22,686,503</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ (3,337,738)</b>	<b>\$ 32,139,252</b>	<b>\$ 28,801,514</b>

**City of North Miami Beach  
General Fund Revenues  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016**

	<b>Current Year Budget</b>	<b>Actual</b>	<b>Favorable / (Unfavorable) Variance</b>	<b>Percentage of Budget Collected</b>
<b>Revenues</b> <small>(Note A)</small>				
Property taxes	\$ 12,550,521	\$ 12,205,832	\$ (344,689)	97%
Franchise fees	1,907,726	1,286,165	(621,561)	67%
Utility taxes	2,937,810	2,505,317	(432,493)	85%
Communication service tax	1,793,241	1,246,687	(546,554)	70%
Other taxes	650,000	605,856	(44,144)	93%
Licenses and permits	869,400	817,623	(51,777)	94%
Intergovernmental	5,734,527	4,212,320	(1,522,207)	73%
Charges for services	8,439,602	8,763,690	324,088	104%
Fines and forfeitures	608,000	1,262,369	654,369	208%
Interest	203,500	126,413	(77,087)	62%
Other Miscellaneous	913,300	1,002,667	89,367	110%
Transfers in	7,423,396	5,606,771	(1,816,625)	76%
<b>Total revenues</b>	<b>\$ 44,031,023</b>	<b>\$ 39,641,710</b>	<b>\$ (4,389,313)</b>	<b>90%</b>

(A) Certain exceptions have been made to this formula when cash flows can reasonably be expected to occur at a particular time.

**City of North Miami Beach  
General Fund Expenditures  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Spent
<b>Expenditures by Function</b>				
Administrative	\$ 1,519,064	\$ 1,437,963	\$ 81,101	95%
Legislative	4,365,068	3,627,370	737,698	83%
Executive	3,311,588	2,655,486	656,102	80%
Human Resources	613,079	609,278	3,801	99%
Finance	1,246,409	1,168,068	78,341	94%
Police Services	20,332,408	19,420,297	912,111	96%
Parks & R.E.C.	4,915,243	4,406,628	508,615	90%
Public Works	4,304,017	3,661,207	642,810	85%
Capital outlay	6,020,045	2,257,399	3,762,646	37%
Debt service	421,522	738,383	(316,861)	175%
Transfers out	845,466	845,466	-	100%
<i>Total expenditures</i>	<u>\$ 47,893,909</u>	<u>\$ 40,827,545</u>	<u>\$ 7,066,364</u>	85%
<b>Expenditures by Class</b>				
Salaries & related costs	\$ 22,818,289	\$ 21,498,502	\$ 1,319,787	94%
Pension	9,036,165	8,968,442	67,723	99%
Operating expenses	8,374,372	6,519,353	1,855,019	78%
Capital outlay	6,020,045	2,257,399	3,762,646	37%
Non-operating expenses	1,645,038	1,583,849	61,189	96%
<i>Total expenditures</i>	<u>\$ 47,893,909</u>	<u>\$ 40,827,545</u>	<u>\$ 7,066,364</u>	85%

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Stormwater Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 1,273,000	\$ 1,273,988	\$ 988	100%
Non-operating revenue	36,200	32,176	(4,024)	89%
<b>Total Revenues:</b>	<b>1,309,200</b>	<b>1,306,164</b>	<b>(3,036)</b>	<b>100%</b>
<b>Expenses:</b>				
Salaries & related costs	236,452	207,638	28,814	88%
Pension	55,908	53,897	2,011	96%
Operating costs	449,137	250,866	198,271	56%
Capital outlay	211,413	-	211,413	0%
Non-operating expenses	470,745	234,657	236,088	50%
<b>Total Expenses:</b>	<b>1,423,655</b>	<b>747,058</b>	<b>676,597</b>	<b>52%</b>
<b>Change in net assets</b>	<b>\$ (114,455)</b>	<b>\$ 559,106</b>	<b>\$ 673,561</b>	

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Water Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 30,924,026	\$ 31,838,075	\$ 914,049	103%
Non-operating revenue	<u>215,300</u>	<u>365,409</u>	<u>150,109</u>	170%
<b>Total Revenues:</b>	31,139,326	32,203,484	1,064,158	103%
<b>Expenses:</b>				
Salaries & related costs	6,090,016	5,331,111	758,905	88%
Pension	1,223,370	1,178,461	44,909	96%
Operating costs	11,671,390	9,109,105	2,562,285	78%
Capital outlay	3,851,772	2,801,374	1,050,398	73%
Non-operating expenses	<u>10,002,778</u>	<u>5,112,375</u>	<u>4,890,403</u>	51%
<b>Total Expenses:</b>	32,839,326	23,532,426	9,306,900	72%
<b>Change in net assets</b>	<u>\$ (1,700,000)</u>	<u>\$ 8,671,058</u>	<u>\$ 10,371,058</u>	

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Sewer Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 6,786,232	\$ 7,156,608	\$ 370,376	105%
Non-operating revenue	<u>63,000</u>	<u>111,000</u>	<u>48,000</u>	176%
<b>Total Revenues:</b>	<b>6,849,232</b>	<b>7,267,608</b>	<b>418,376</b>	<b>106%</b>
<b>Expenses:</b>				
Salaries & related costs	757,676	571,125	186,551	75%
Pension	144,534	139,336	5,198	96%
Operating costs	3,447,225	3,093,306	353,919	90%
Capital outlay	910,882	979,270	(68,388)	108%
Non-operating expenses	<u>1,588,915</u>	<u>891,997</u>	<u>696,918</u>	56%
<b>Total Expenses:</b>	<b>6,849,232</b>	<b>5,675,034</b>	<b>1,174,198</b>	<b>83%</b>
<b>Change in net assets</b>	<b>\$ -</b>	<b>\$ 1,592,574</b>	<b>\$ 1,592,574</b>	

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Building Permit Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 2,126,061	\$ 3,298,817	\$ 1,172,756	155%
Non-operating revenue	<u>263,700</u>	<u>292,396</u>	<u>28,696</u>	111%
<b>Total Revenues:</b>	<b>2,389,761</b>	<b>3,591,213</b>	<b>1,201,452</b>	<b>150%</b>
<b>Expenses:</b>				
Salaries & related costs	1,241,213	1,129,221	111,992	91%
Pension	144,029	138,407	5,622	96%
Operating costs	389,563	195,074	194,489	50%
Capital outlay	109,950	78,146	31,804	71%
Non-operating expenses	<u>521,021</u>	<u>374,884</u>	<u>146,137</u>	72%
<b>Total Expenses:</b>	<b>2,405,776</b>	<b>1,915,732</b>	<b>490,044</b>	<b>80%</b>
<b>Change in net assets</b>	<b>\$ (16,015)</b>	<b>\$ 1,675,481</b>	<b>\$ 1,691,496</b>	

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Solid Waste Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 9,036,633	\$ 8,978,714	\$ (57,919)	99%
Non-operating revenue	<u>2,112,042</u>	<u>2,188,952</u>	<u>76,910</u>	104%
<b>Total Revenues:</b>	11,148,675	11,167,666	18,991	100%
<b>Expenses:</b>				
Salaries & related costs	1,246,536	1,184,752	61,784	95%
Pension	364,403	351,207	13,196	96%
Operating costs	6,826,436	6,190,382	636,054	91%
Capital outlay	445,179	334,559	110,620	75%
Non-operating expenses	<u>2,566,121</u>	<u>2,029,839</u>	<u>536,282</u>	79%
<b>Total Expenses:</b>	11,448,675	10,090,739	1,357,936	88%
<b>Change in net assets</b>	<u>\$ (300,000)</u>	<u>\$ 1,076,927</u>	<u>\$ 1,376,927</u>	

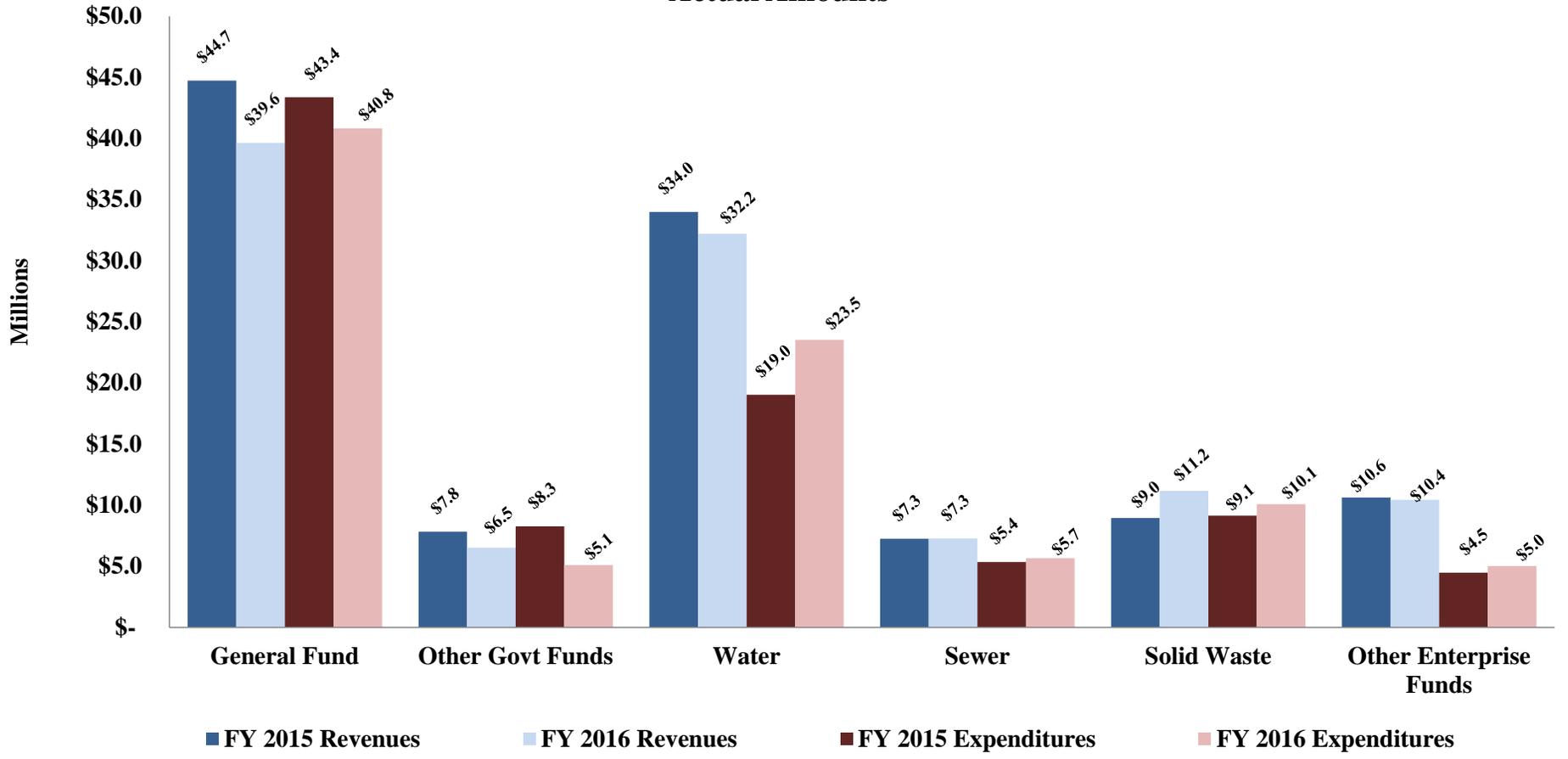
**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Impact Fees Funds</b>				
<b>Revenue:</b>				
Operating revenue	\$ 3,510,000	\$ 3,466,189	\$ (43,811)	99%
<b>Total Revenues:</b>	<b>3,510,000</b>	<b>3,466,189</b>	<b>(43,811)</b>	<b>99%</b>
<b>Expenses:</b>				
Capital outlay	7,310,000	123,937	7,186,063	2%
<b>Total Expenses:</b>	<b>7,310,000</b>	<b>123,937</b>	<b>7,186,063</b>	<b>2%</b>
<b>Change in net assets</b>	<b>\$ (3,800,000)</b>	<b>\$ 3,342,252</b>	<b>\$ 7,142,252</b>	

**City of North Miami Beach  
Enterprise Funds  
Budgetary Comparison Schedule  
For the Quarter Ending September 30, 2016  
(continued)**

	Current Year Budget	Actual	Favorable / (Unfavorable) Variance	% of Current Year Budget
<b>Customer Service Fund</b>				
<b>Revenue:</b>				
Operating revenue	\$ 2,723,547	\$ 2,042,660	\$ (680,887)	75%
Non-operating revenue	<u>30,000</u>	<u>27,640</u>	<u>(2,360)</u>	92%
<i>Total Revenues:</i>	2,753,547	2,070,300	(683,247)	75%
<b>Expenses:</b>				
Salaries & related costs	1,647,470	1,413,593	233,877	86%
Pension	240,113	231,315	8,798	96%
Operating costs	651,511	464,762	186,749	71%
Capital outlay	4,000	2,995	1,005	100%
Non-operating expenses	<u>210,453</u>	<u>119,000</u>	<u>91,453</u>	57%
<i>Total Expenses:</i>	2,753,547	2,231,665	521,882	81%
<i>Change in net assets</i>	<u>\$ -</u>	<u>\$ (161,365)</u>	<u>\$ (161,365)</u>	

### Year over Year Comparison Actual Amounts



**City of North Miami Beach  
Quarterly Financial Analysis  
Fourth Quarter – FY 2016  
Review and Analysis**

The General Fund favorable variance of approximately \$2.7 million consists of a revenue shortfall of \$4.4 million and about \$7.1 million in lower than expected expenditures. The revenue shortfall results from a lag in receipts of franchise fees, utility taxes, communication services taxes, state shared revenues, and transfers from other funds that were not recorded as of September 30. The expenditure variance can be attributed to fewer than expected expenditures of all types in every department. Salary expenses are \$1.3 million less than budget. Operating expenses are \$1.9 million less than budget. Capital outlay is almost \$3.8 million less than budget.

The CRA has a favorable variance of about \$978,000 because there were no grants to private organizations (\$200,000 budget) and infrastructure spending was lower than budgeted by \$570,000. Operating expenses were less than budgeted by \$83,000 and transfers of \$104,000 had not been recorded as of year end.

The Transit Surtax Fund has a favorable variance of approximately \$1.1 million primarily resulting from lower than budgeted capital outlay expenditures of \$682,000 and transfers of \$628,000 had not been recorded as of year end; offset by a three month lag in receipts of Surtax Revenue.

The unfavorable variance of \$29,210 in the Alley Restoration Fund is primarily the result of the final transfer amount of \$75,000 from the Solid Waste Fund not having been recorded at fiscal year end.

The Debt Service Funds variance of \$372,000 results from a combination of a lack of recording transfers in (-\$652,000) and various principal and interest payments (\$1,023,504).

The favorable variance in the Liability Self-Insurance Fund is the result of lower than expected expenditures for claims, premiums and outside legal advice.

The Worker's Compensation Fund has a favorable variance because of \$99,000 in excess revenues and \$114,000 of lower than expected operating expenses.

All of the enterprise funds are experiencing favorable variances because expenditures across the board are lower than expected. Significant revenue variances can be found in the Building Permit Fund where permit revenues are exceeding expectations by almost \$2.1 million and the Water Fund where operating revenues exceed the budgeted amount by \$914,000.

The Customer Service Fund has an unfavorable variance because transfers from funding departments were not recorded at fiscal year end; partially offset by lower than expected expenditures in all categories.



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, ICMA-CM  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, December 6, 2016

**RE:** Litigation List (Jose Smith, City Attorney)

**BACKGROUND ANALYSIS:** Litigation List as of December 6, 2016

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- |  |
|--|
| <input type="checkbox"/> <a href="#">Litigation List as of December 6, 2016</a>                  |
| <input type="checkbox"/> <a href="#">Disposition memorandum re-Forfeiture of Jeep Wrangler</a>   |
| <input type="checkbox"/> <a href="#">Disposition Memorandum forfeiture of 2010 Mercedes Benz</a> |

## LITIGATION LIST

**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**DATE:** December 6, 2016

---

- I. Civil Rights:
- II. Personal Injury:
- III. Other Litigation:
- IV. Forfeitures:

### NEW CASES

CNMB v. Mickael Rodriguez in RE: Forfeiture of \$29,000.00 in U.S. currency

### CLOSED CASES

CNMB v. Jean Carlos Garcia in re: Forfeiture of a 2013 Jeep Wrangler  
VIN#1C4BJWEG7DL03985

CNMB v. Daytona Auto Sales in re: Forfeiture of a 2010 Mercedes Benz C-300  
VIN#WDDGF5EB8AR122841

- V. Mortgage Foreclosures:

### NEW CASES

Deutsche Bank National Trust v. Propiedades, CNMB et al

Wells Fargo Bank v. Estate of Luis Zamora, CNMB et al

Willmington Savings Fund v. Veronise R. Wright, CNMB et al

### CLOSED CASES

Condominium Association v. Helga Diamanstein v. CNMB **Dismissed**

- VI. Bankruptcies:
- VII. Other information:



City of North Miami Beach  
**Interoffice Memorandum**

**CITY ATTORNEY'S OFFICE**

**Phone: (305) 948-2939**

**Fax: (305) 787-6004**

---

**TO:** CHIEF WILLIAM HERNANDEZ  
NORTH MIAMI BEACH POLICE DEPARTMENT

**FROM:** Michele Samaroo, Assistant City Attorney

**DATE:** November 22, 2016

**RE:** **Forfeiture of: 2013 Jeep Wrangler VIN#1C4BJWEG7DL03985**  
**NMBPD Case No.: 2016-0610-19**

---

Attached please find a copy of the Stipulated Settlement in the above-referenced case.

Sam Bono has agreed to compensate the City of North Miami Beach in the amount of \$5000.00 and \$350.00 for fees and in exchange the City of North Miami Beach will return the 2013 Jeep Wrangler VIN#1C4BJWEG7DL03985 to Sam Bono or his legal counsel, Ira Silver, Esq..

Pursuant to Sections § 932.701-932.7062, Florida Statutes, the \$5,350.00 is forfeit to the City of North Miami Beach Law Enforcement Trust Fund for its use and benefit according to law, perfected nunc pro tunc as of the date of seizure, October 18, 2016.

**THIS CASE IS NOW CLOSED.**

cc: Det. C. Catlin  
Det. R. Slusher

**IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA**

**CASE NO: 2016-027618-CA-01 (10)**

**IN RE FORFEITURE OF:**

**2013 Jeep Wrangler  
VIN#1C4BJWEG7DL03985**

---

**STIPULATED SETTLEMENT AGREEMENT**

This Agreement concerning 2013 Jeep Wrangler VIN#1C4BJWEG7DL03985 ("Property"), is made by and between the CITY OF NORTH MIAMI BEACH ("CITY"), DAYTONA AUTO SALES ("CLAIMANT").

The CITY and CLAIMANT acknowledge the benefits inuring to each other by resolving the issue of the vehicle and avoiding further forfeiture litigation, and enter into this Agreement for the sole purpose of preventing same.

In consideration of the mutual benefits, covenants and promises contained herein, the parties agree to settle the matter of the CITY's seizure of the Property for forfeiture, by the CITY's Police Department as follows: The CITY agrees to return the Property to Claimant, and Claimants agree that \$5,000.00 in U.S. CURRENCY will be paid to the City of North Miami Beach and placed in the Law Enforcement Trust Fund pursuant to the *Florida Contraband Forfeiture Act* (Fla. Stat. §§ 932.701-932.707), for the use and benefit of the CITY according to the statute's requirements.

Additionally, CLAIMANT agrees to release the CITY, its appointed and elected officials, agents, servants and employees and any other person, firm or corporation from any civil liability or claim arising out of the seizure of the subject currency and vehicle.

This Agreement is merely a compromise settlement; and CLAIMANT acknowledges that the entry into this Agreement in no way constitutes an admission or confession with regard to any criminal charges and that this Agreement is merely a settlement of a civil matter.

All parties agree to this settlement regarding the Property in the above-styled matter.

Pursuant to Section 932.704(7), Florida Statutes, Claimant understands and agrees that the parties freely and voluntarily agree to enter into this settlement. All parties hereto waive any Court approval pursuant to Section 932.704(7) Florida Statutes.

DATED: November 22<sup>nd</sup>, 2016

STIPULATED and AGREED to by:



By: \_\_\_\_\_  
Ira Silver, Esq.  
Fla. Bar No.: 271351  
108 S. Miami Avenue, 2<sup>nd</sup> Floor  
Miami, Florida 33130  
*Attorney for Daytona Auto Sales*

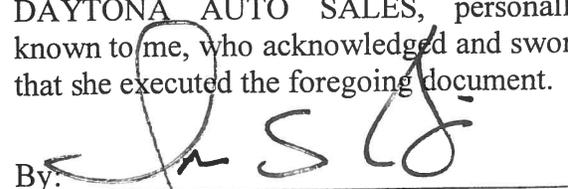
By: 

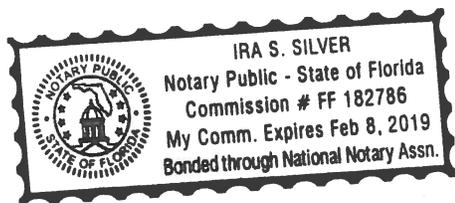
Michele Samaroo, Asst. City Atty.  
Florida Bar No.: 485209  
City of North Miami Beach  
Jose Smith, City Attorney  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
Tel.: (305) 948-2939  
Fax: (305) 787-6004  
e-mail: [michele.samaroo@citynmb.com](mailto:michele.samaroo@citynmb.com)  
*Attorney for the City of North Miami Beach*

State of Florida            )  
County of Miami-Dade)

By:   
DAYTONA AUTO SALES

I hereby certify that on this 22<sup>nd</sup> day of November, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared DAYTONA AUTO SALES, personally known to me, who acknowledged and swore that she executed the foregoing document.

By:   
Notary Public, State of Florida



Commission Expires:



City of North Miami Beach  
**Interoffice Memorandum**

**CITY ATTORNEY'S OFFICE**

**Phone: (305) 948-2939**

**Fax: (305) 787-6004**

---

**TO:** CHIEF WILLIAM HERNANDEZ  
NORTH MIAMI BEACH POLICE DEPARTMENT

**FROM:** Michele Samaroo, Assistant City Attorney

**DATE:** November 22, 2016

**RE:** **Forfeiture of: 2010 Mercedes Benz C-300 VIN #WDDGF5EB8AR122841**  
**NMBPD Case No.: 2016-0610-19**

---

Attached please find a copy of the Stipulated Settlement in the above-referenced case.

Jean Carlos Garcia has agreed to compensate the City of North Miami Beach in the amount of \$3000.00 and \$350.00 for fees and in exchange the City of North Miami Beach will return the 2010 Mercedes Benz C-300 VIN #WDDGF5EB8AR122841 to Jean Carlos Garcia or his legal counsel, Ira Silver, Esq..

Pursuant to Sections § 932.701-932.7062, Florida Statutes, the \$3,350.00 is forfeit to the City of North Miami Beach Law Enforcement Trust Fund for its use and benefit according to law, perfected nunc pro tunc as of the date of seizure, October 18, 2016.

**THIS CASE IS NOW CLOSED.**

cc: Det. C. Catlin  
Det. R. Slusher

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA

CASE NO: 2016-027693-CA-01 (13)

**IN RE FORFEITURE OF:**

**2010 Mercedes Benz C-300  
VIN #WDDGF5EB8AR122841**

---

**STIPULATED SETTLEMENT AGREEMENT**

This Agreement concerning **2010 Mercedes Benz C-300 VIN #WDDGF5EB8AR122841** ("Property"), is made by and between the CITY OF NORTH MIAMI BEACH ("CITY"), JEAN CARLOS GARCIA ("CLAIMANT").

The CITY and CLAIMANT acknowledge the benefits inuring to each other by resolving the issue of the vehicle and avoiding further forfeiture litigation, and enter into this Agreement for the sole purpose of preventing same.

In consideration of the mutual benefits, covenants and promises contained herein, the parties agree to settle the matter of the CITY's seizure of the Property for forfeiture, by the CITY's Police Department as follows: The CITY agrees to return the Property to Claimant, and Claimants agree that \$3,000.00 in U.S. CURRENCY will be paid to the City of North Miami Beach and placed in the Law Enforcement Trust Fund pursuant to the *Florida Contraband Forfeiture Act* (Fla. Stat. §§ 932.701-932.707), for the use and benefit of the CITY according to the statute's requirements.

Additionally, CLAIMANT agrees to release the CITY, its appointed and elected officials, agents, servants and employees and any other person, firm or corporation from any civil liability or claim arising out of the seizure of the subject currency and vehicle.

This Agreement is merely a compromise settlement; and CLAIMANT acknowledges that the entry into this Agreement in no way constitutes an admission or confession with regard to any criminal charges and that this Agreement is merely a settlement of a civil matter.

All parties agree to this settlement regarding the Property in the above-styled matter.

Pursuant to Section 932.704(7), Florida Statutes, Claimant understands and agrees that the parties freely and voluntarily agree to enter into this settlement. All parties hereto waive any Court approval pursuant to Section 932.704(7) Florida Statutes.

DATED: November 22, 2016

STIPULATED and AGREED to by:

By: Ira Silver  
Ira Silver, Esq.  
Fla. Bar No.: 221351  
108 S. Miami Avenue, 2<sup>nd</sup> Floor  
Miami, Florida 33130  
*Attorney for Jean Carlos Garcia*

By: Michele Samaroo  
Michele Samaroo, Asst. City Atty.  
Florida Bar No.: 485209  
City of North Miami Beach  
Jose Smith, City Attorney  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
Tel.: (305) 948-2939  
Fax: (305) 787-6004  
e-mail: [michele.samaroo@citynmb.com](mailto:michele.samaroo@citynmb.com)  
*Attorney for the City of North Miami Beach*

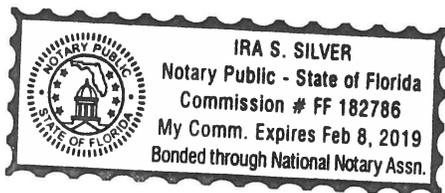
State of Florida )  
County of Miami-Dade)

By: Jean Carlos Garcia  
JEAN CARLOS GARCIA

I hereby certify that on this 22<sup>nd</sup> day of November, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JEAN CARLOS GARCIA, personally known to me, who acknowledged and swore that she executed the foregoing document.

By: Ira Silver  
Notary Public, State of Florida

Commission Expires:





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, CMC, City Clerk

**VIA:**

**DATE:** Tuesday, December 6, 2016

**RE:** Discussion adopting dates for the 2017 Regular Commission Meeting Calendar (Pamela L. Latimore, CMC City Clerk)

**BACKGROUND ANALYSIS:**

A Charter Amendment question changing the scheduled amount of meetings to a minimum of 11 a year passed on Nov. 8th 2016. (Special Election) Due to this change the Commission will set a calendar for the 2017 Regular Commission Meetings to be adopted by resolution. Staff is proposing that the Regular Commission Meeting date be the 3rd Tuesday of the month and a second meeting if needed be held the 4th Thursday of the month immediately following the CRA meetings. Council Conferences and Workshops will be scheduled as needed.

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

[Proposed Calendar](#)

**REGULAR COMMISSION MEETING CALENDAR 2017 (Proposed)**

TUESDAY, JANUARY 17<sup>TH</sup> 2017

TUESDAY, FEBRUARY 21<sup>ST</sup> 2017

TUESDAY, MARCH 21<sup>ST</sup> 2017

TUESDAY, APRIL 18<sup>TH</sup> 2017

TUESDAY, MAY 16<sup>TH</sup> 2017

TUESDAY, JUNE 20<sup>TH</sup> 2017

TUESDAY, JULY 18<sup>TH</sup> 2017

TUESDAY, AUGUST 15<sup>TH</sup> 2017

TUESDAY, SEPTEMBER 19<sup>TH</sup> 2017

TUESDAY, OCTOBER 17<sup>TH</sup> 2017

TUESDAY, NOVEMBER 21<sup>ST</sup> 2017

TUESDAY, DECEMBER 19<sup>TH</sup> 2017

- Staff is proposing the 3<sup>rd</sup> Tuesday of the month for Regular Commission Meetings. The 4<sup>th</sup> Thursday immediately following CRA meetings will be designated as the backup meeting for items that are needing immediate action.
- Workshops will be scheduled as needed.

- Staff is proposing an earlier start time for meetings (ex. 5:30 pm)
- Staff is proposing that August be designated as the open month (Commission Vacation Month)
- P&Z Board meetings are held on the 2<sup>nd</sup> Monday of the month, items heard at the meetings can be timely scheduled for the 3<sup>rd</sup> Tuesday or 4<sup>th</sup> Thursday Commission Meetings.



City of North Miami Beach  
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[www.citynmb.com](http://www.citynmb.com)

## MEMORANDUM

 [Print](#)

**TO:** Mayor and City Council

**FROM:**

**VIA:**

**DATE:** Tuesday, December 6, 2016

**RE:** Discussion on Ordinance 2015-8 (Commissioner Beth E. Spiegel)

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

[NMB City Seal and Logo's](#)



The City of North Miami Beach





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, CMC, City Clerk (Municipal Supervisor of Elections)

**VIA:** Jose Smith, City Attorney  
Pamela L. Latimore CMC, City Clerk

**DATE:** Tuesday, December 6, 2016

**RE:** Resolution 2016-96 Certification of Special Election Results  
(Pamela L. Latimore, City Clerk)

**BACKGROUND ANALYSIS:**

Attached is a Resolution of the City Commission of the City of North Miami Beach formally accepting and adopting the Official Certificate of the Miami-Dade County Canvassing Board reflecting final results of the City's November 8, 2016 Special Election. Upon the City Commission's adoption of this Resolution, all City Commission election-related activities pertaining to the City's November 8, 2016 Special Election shall conclude.

**RECOMMENDATION:** Adoption

**FISCAL/BUDGETARY IMPACT:**

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**ATTACHMENTS:**

- |   |
|---|
| <input type="checkbox"/> <a href="#">Memorandum Accepting Elections</a> |
| <input type="checkbox"/> <a href="#">Resolution R2016-96</a>            |
| <input type="checkbox"/> <a href="#">Charter</a>                        |
| <input type="checkbox"/> <a href="#">Certified Election Results</a>     |



# City of North Miami Beach Memorandum

**CITY ATTORNEY'S OFFICE**  
**Phone: (305) 948-2939**  
**Fax: (305) 787-6004**

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**TO:** Honorable Mayor George Vallejo  
Members of the City Council

**CC:** Ana Garcia, City Manager

**FROM:** Jose Smith, City Attorney  
Pamela Latimore, City Clerk

**DATE:** December 6, 2016

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**RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING AND ADOPTING THE OFFICIAL CERTIFICATE OF THE MIAMI-DADE COUNTY CANVASSING BOARD FOR THE NOVEMBER 8, 2016 SPECIAL ELECTION FOR THE CITY OF NORTH MIAMI BEACH, AND DECLARING RESULTS THEREOF.**

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Attached is a Resolution of the City Council of the City of North Miami Beach formally accepting and adopting the Official Certificate of the Miami-Dade County Canvassing Board reflecting final results of the City's November 8, 2016, Special Election. Upon the City Council's adoption of this Resolution, all City Council election-related activities pertaining to the City's November 8, 2016, Special Election shall conclude.

**RESOLUTION NO. 2016-96**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING AND ADOPTING THE OFFICIAL CERTIFICATE OF THE MIAMI-DADE COUNTY CANVASSING BOARD FOR THE NOVEMBER 8, 2016 SPECIAL ELECTION FOR THE CITY OF NORTH MIAMI BEACH, AND DECLARING RESULTS THEREOF.**

**WHEREAS**, the Official Certificate of the final results of the November 8, 2016 City of North Miami Beach Special Election has been received from the Miami-Dade County Supervisor of Elections, and is attached hereto as Composite Exhibit "A" and incorporated herein; and

**WHEREAS**, said Certificate reflects that:

Question "A", as set forth below, was **approved** by the electorate of the City of North Miami Beach<sup>1</sup>;  
Question "B", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "C", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "D", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "E", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "F", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "G", as set forth below, was **not approved** by the electorate of the City of North Miami Beach;  
Question "H", as set forth below, was **approved** by the electorate of the City of North Miami Beach;  
Question "I", as set forth below, was **not approved** by the electorate of the City of North Miami Beach; and  
Question "J", as set forth below, was **approved** by the electorate of the City of North Miami Beach.

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

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

**Section 2.** That the Miami-Dade County Canvassing Board having canvassed the returns of the November 8, 2016 Special Election of the City of North Miami Beach, the Mayor and City Council hereby accept and adopt the Certificate of the County Canvassing Board for said Special Election and it is hereby ordered that the Certificate and this Resolution be recorded in the minutes of the December 6, 2016 City Council meeting as a permanent record of the results of said Special Election; and be it further resolved that, as a result of the City of North Miami Beach's November 8, 2016 Special Election, the votes upon the questions presented reflect the following final results:

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<sup>1</sup> The City's ten ballot questions have been lettered "A" through "J" herein for ease of reference only and were not so lettered on the ballot.

**QUESTION “A”:**

New City Charter for City of North Miami Beach.

Shall the City Charter be repealed and replaced with a new reformatted/amended Charter, to conform/update municipal home rule powers granted by Florida law; incorporate non-substantive stylistic changes; delete obsolete/redundant/preempted language; restructure City’s Codebook by moving into Code “Canvassing Board” and “Water Board” sections, and Charter-designated City Departments (excluding Legal and Police); while retaining existing “Citizen’s Bill of Rights”, “Boundaries”, “Form of Government”, Charter Officer designation, and “Initiative/Referendum”?

**Yes 7,615 Votes**

No 4,427 Votes

**QUESTION “B”:**

Number of Regular City Council Meetings.

Shall the City Charter be amended to reduce the number of regular City Council meetings from twice monthly to no less than 11 monthly meetings per year, with City Council to adopt by November 1 of each year a Resolution setting forth the schedule and number of Council meetings for the following calendar year?

**Yes 6,454 Votes**

No 5,597 Votes

**QUESTION “C”:**

City Manager.

The Charter provides that City Manager is hired provisionally for first six months and thereafter reappointed for one year terms, and upon serving five or more years is reappointed for 2 year terms with removal for cause only--shall the Charter be amended to delete these restrictions thus granting City Council greater flexibility in determining terms of City Manager’s employment, and to clarify/further define existing powers and duties of City Manager?

**Yes 7,901 Votes**

No 4,588 Votes

**QUESTION “D”:**

City Attorney and City Clerk.

Shall the City Charter be amended to clarify and further define existing powers and duties of the City Attorney and City Clerk, and to also grant City Council optional authority to retain a law firm to serve as City Attorney instead of in-house City Attorney?

**Yes 7,039 Votes**

No 4,350 Votes

**QUESTION “E”:**

Change of City’s General Election Date.

Shall the City Charter be amended to change City’s General Election date from May of odd-numbered years to November of even-numbered years (commencing with City’s General Election in 2018), change candidate qualifying dates to correspond to November elections, and provide a one-time limited extension of 18 months to terms of incumbent Council members to implement this change in election date?

**Yes 6,461 Votes**  
No 5,742 Votes

**QUESTION “F”:**

Term Limit & Service of Full Term.

The Charter establishes Councilmembers’ four-year “term” and eight consecutive years “term limit”, with ability to run again after 2 year break in service. Shall the Charter be amended to:

- clarify language by changing “eight consecutive years” to “2 consecutive four-year terms”;
- provide Councilmember’s service exceeding 50% of a term (including to fill Council vacancy) constitutes a full “term”;
- limit Councilmember to one additional term when term limit not met due to 50% rule?

**Yes 7,873 Votes**  
No 4,493 Votes

**QUESTION “G”:**

“Civil Service”.

Shall the City Charter be amended to delete the “Civil Service” (including the “Civil Service Board” and provisions concerning the Board’s composition and authority), delete limits on provisional hiring and tenure of Department Heads appointed by the City Manager, and eliminate from Civil Service certain employment rights (including removal or discipline for cause, return to civil service position, Board rules, and appeals to Board), subject to union bargaining if necessary?

Yes 5,043 Votes  
**No 6,324 Votes**

**QUESTION “H”:**

City Council’s Acceptance of Election Returns; Election to Fill Vacancy on Council.

Shall the Charter be amended to:

- change timing of City Council’s acceptance of election returns from Election night to the second business day following the official certification of final election returns; and
- change timing of special election to fill vacancy on Council from 35-60 to 35-90 days after vacancy occurs, and establish procedures for filling of vacancy caused by resignation?

**Yes 6,257 Votes**  
No 5,175 Votes

**QUESTION “I”:**

Reducing Quorum of City Council. The City Charter provides that in order for the City Council to take action at any Council meeting, a “quorum” of the Council consisting of five of the seven Council members

must be present. Shall this “quorum” be reduced from five Council members to four Council members, as authorized by Florida law?

Yes 5,376 Votes  
No 6,220 Votes

**QUESTION “J”:**

Changing name of “City Council” to “City Commission”.

The City Charter refers to the seven-member governing body of the City of North Miami Beach as the “City Council”, and its members as “Mayor and Councilpersons” or “Councilmembers”. Shall the Charter be amended to change the name of “City Council” to “City Commission”, change the name of its respective members from “Mayor and Councilperson”/ “Councilmembers” to “Mayor and City Commissioners”, and to conform all related Charter references to this name change?

Yes 6,156 Votes  
No 5,617 Votes

**Section 3.** In accordance with the above, Question "A" was approved, Question "B" was approved, Question "C" was approved, Question "D" was approved, Question "E" was approved, Question "F" was approved, Question "G" was not approved, Question "H" was approved, Question "I" was not approved, and that Question "J" was approved.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **6<sup>th</sup> day of December, 2016.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

## **PART I - CHARTER**

### **CITY OF NORTH MIAMI BEACH**

#### **Preamble.**

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

#### **Citizens' Bill of Rights.**

- A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:
1. Convenient access. Every person has the right to transact business with the City with a minimum of personal inconvenience. It shall be the duty of the City Manager and the City Commission to provide, within the City's budget limitations, reasonable convenient times and places for required inspections, and for transacting business with the City.
  2. Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.
  3. Public records. All audits, reports, minutes, documents and other public records of the City and its boards, agencies, departments and authorities shall be open for inspection at reasonable time and places convenient to the public.
  4. Minutes and ordinance register. The City Clerk shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances (Ordinance means an official legislative action of the North Miami Beach Commission, which action is a regulation of a general and permanent nature and enforceable as a local law), and resolutions (Resolution means an expression of the North Miami Beach Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the North Miami Beach Commission) listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.
  5. Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the City Commission or any City agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the City. Matters shall be scheduled for the convenience of the public, and the agenda shall be divided into approximate time periods so that the public may know approximately when a matter will be heard. Nothing herein shall prohibit the City or any agency thereof from imposing reasonable time limits for the presentation of a matter.
  6. Right to Notice. Persons entitled to notice of a City hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

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

15. Natural resources and scenic beauty. It shall be the policy of the City of North Miami Beach to conserve and protect its natural resources and scenic beauty.

- B) The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the City of North Miami Beach. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the City. The orderly, efficient and fair operation of government requires the knowledgeable participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.
- C) Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County circuit court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit his office or employment.
- D) Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

## **Article I. Creation, Form of Government, Incorporation and Boundaries, Powers, and Oath of Office.**

### **Sec. 1.1 Creation.**

There is hereby created a municipality to be known as the City of North Miami Beach, the inhabitants of which shall be and constitute a body corporate and politic, with perpetual existence as a City under the laws of the State of Florida, the territorial limits of which shall be as set forth in section 1.3 hereof, as the same may be amended from time to time under the provisions of the Constitution and Laws of the State of Florida.

### **Sec. 1.2 Form of government.**

The form of government of the City of North Miami Beach shall be that of commission-manager, the powers of which City shall be exercised by a City Commission and a City Manager, and other officers, as hereinafter set forth.

### **Sec. 1.3 Boundaries.**

Begin at the southwest corner of Section 21, Township 52 South, Range 42 East, thence run northerly along the west line of said Section 21 to the easterly right-of-way line of the Florida East Coast Railroad; thence meander along the said easterly right-of-way line to its intersection with the south line of Section 16, Township 52 South, Range 42E; thence run westerly along the south line of said Sections <sup>[2]</sup> 16 to the southeast corner of Section 17, Township 52 South, Range 42 East; thence westerly along the south line of said Section 17 to the southwest corner of said Section 17; said corner also being the southeast corner of Section 18, Township 52 South, Range 42 East; thence run northerly along the east line of said Section 18-52-42 to the southeast corner of the N1/2 of the NE1/4 of the SE1/4 of said Section 18-52-42; thence run westerly to the southwest corner of the said N1/2 of the NE1/4 of the SE1/4 of the SE1/4 of said Section 18-52-42; thence run northerly to the southeast corner of the SE1/4 of the SW1/4 of the NE1/4 of the SE1/4 of said Section 18-52-42; thence run westerly to the southwest corner of the said SE 1/4 of the SW 1/4 of the NE1/4 of the SE1/4 of said Sections\* 18-52-42; thence run northerly to the northwest corner of the said SE1/4 of the SW1/4 of the NE1/4 of the SE1/4 of said Section 18-52-42; to the southwest corner of the N1/2 of the SW1/4 of the NE1/4 of the SE1/4 of said Section 18-52-42; thence run northerly to the northwest corner of the NW1/4 of the NE1/4 of the SE1/4 of said Section 18-52-42: thence northerly along the east line of the W1/2 of the NE1/4 of said Section 18-52-42 to the northeast corner of the said W1/2 of the NE1/4 of said Section 18-52-42; this point also being the southeast corner of the W1/2 of the SE1/4 of Section 7,

Township 52 South, Range 42 East; thence run westerly along the south line of said Section 7-52-42, to the southwest corner of said Sections 7-52-42, this point also being the southeast corner of Section 12, Township 52 South, Range 41 East; thence continue westerly along the south line of said Section 12-52-41 to the southwest corner of the SE1/4 of the SW1/4 of said Section 12-52-41; thence run northerly crossing the right-of-way of the Seaboard Airline Railroad to the northwest corner of the said SE1/4 of the SW1/4 of said Section 12-52-41; thence run easterly along the north line of the said SE1/4 of the SW1/4 to the northeast corner thereof; thence continue easterly along the south line of the NW1/4 of the SE1/4 of said section 12-52-41 to the southeast corner of the said NW1/4 of the SE1/4; thence run northerly to the northeast corner of the SE1/4 of the NW1/4 of the SE1/4 of said Section 52-41; thence run westerly along the north line of the said SE1/4 of the NW1/4 of the SE1/4 of said Section 12-52-41 to its intersection with the southeasterly right-of-way line of State Road No. 9; thence run northeasterly along the said southeasterly right-of-way line to a point at its intersection with the southwesterly line of lot 4 of block 1 of Pineapple Plantation Subdivision (59-61) projected; then run southeasterly along the southwesterly side of said lot 4 of block 1 of Pineapple Plantation (59-61) to the southerly corner thereof; thence run northeasterly along the southeasterly end of said lot 4 of block 1 to the easterly corner thereof; thence northwesterly along the northeasterly line of said lot 4, block 1 of Pineapple Plantation (59-61) and its projection to its intersection with the said southeasterly right-of-way line of State Road No. 9; thence continue in a northeasterly direction along the said southeasterly right-of-way line of said State Road No. 9 to its intersection with the south right-of-way line of Miami Gardens Drive; the same being NE 181st Street and lying, and being in the NW1/4 of Section 7, Township 52 South, Range 42 East; thence run easterly along the said south right-of-way line of said Miami Gardens Drive, the same being 35 feet south of the center line thereof, to the west right-of-way line of NE 6th Avenue, the same being 35 feet west of the center line thereof; thence run southerly along the said west right-of-way line of said NE 6th Avenue to the east and west center line of Section 7; Township 52 South, Range 42 East; thence run easterly on the said east and west center line a distance of 35 feet to a point, said point being the center of said Section 7, Township 52 South, Range 42 East; thence run southerly along the north and south center line of said Section 7 to the southwest corner of the NW1/4 of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7, Township 52 South, Range 42 East; thence run easterly along the south line of the said NW1/4 of the SW1/4 of the NW1/4 of the SE1/4 to a point 325 feet west of southeast corner of the N1/2 of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42, said point being the southeast corner of Ritz Highlands No. 2 according to a plat thereof, recorded in Plat Book 64 at page 89, public records of Dade County, Florida; thence run northerly along the west line of Ritz Highlands No. 2, Subdivision (64-89) a distance of 167.25 feet more or less to a point; thence run westerly following the westerly boundary line of said subdivision a distance of 5 feet more or less; thence run northerly continuing on the said westerly line of the said Ritz Highlands No. 2, Subdivision (64-89) to the northwest corner of the SE1/4 of the NW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42; thence run easterly to the northeast corner of the said SE1/4 of the NW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42; thence run southerly to the southeast corner of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42; thence run easterly along the north line of the S1/2 of the SE1/4 of said Section 7-52-42 to the northwest corner of the E1/2 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run southerly to the northwest corner of the S1/2 of the NE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run easterly to the northeast corner of the said S1/2 of the NE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run southerly a distance of 318.08 feet more or less to a point, said point being on the center line of NE 10th Avenue; thence run westerly a distance of 25 feet to the west right-of-way line of NE 10th Avenue; thence run southerly along the west right-of-way line of NE 10th Avenue a distance of 82.0 feet more or less; thence run westerly 82.00 feet more or less south of and parallel to the north line of the SE1/4 of the SE1/4 of said Section 7-52-42 a distance of 150 feet to a point; thence run southerly 150 feet west of and parallel to the east line of the said SE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42 a distance of 75 feet to a point; thence run easterly 157 feet south of and parallel to the said north line of the said SE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42, a distance of 150 feet to the west right-of-way line of NE 10th Avenue; thence run southerly to a point on the south line of Section 7-52-42, said point being 25 feet west of the southeast corner of said Section 7, Township 52 South, Range 42 East; thence run easterly

along the south lines of Sections 7 and 8 of Township 52 South, Range 42 East to the southeast corner of the W1/2 of the SW1/4 of said Section 8-52-42; thence run northerly to the northeast corner of the said W1/2 of the SW1/4 of said Section 8-52-42; thence run westerly along the east and west center line of said Section 8-52-42 to the Southeast corner of the NE1/4 Section 7, Township 52 South, Range 42 East; thence run northerly along the east line of the NE1/4 of said Section 7-52-42 to a point 140 feet more or less south of the northeast corner of the SE1/4 of the NE1/4 of said Section 7-52-42; thence run westerly to a point 140 feet more or less south of the northwest corner of the said SE1/4 of the NE1/4 of said Section 7-52-42; thence run northerly a distance of 140 feet more or less to the said northwest corner of the said SE1/4 of the NE1/4 of said Section 7-52-42; thence run easterly a distance of 153.34 feet more or less to a point on the north line of the said SE1/4 of the NE1/4 of said Section 7-52-42; thence run northerly parallel to the east line of said Section 7-52-42 and 485 feet more or less westerly therefrom to a point on the south line of the NE1/4 of the NE1/4 of said Section 7-52-42; thence run westerly to the southwest corner of the NW1/4 of the NW1/4 of the NE1/4 of said Section 7-52-42; thence run northerly along the north and south center line of said Section 7-52-42 to the northwest corner of the NE1/4 of said Section 7-52-42; thence run easterly along the north section of lines of Sections 7, 8, and 9 to the southeast corner of the SW1/4 of the SW1/4 of the SW1/4 of Section 4, Township 52 South, Range 42 East; thence run northerly to the southeast corner of the NW1/4 of the SW1/4 of the SW1/4 of said Section 4-52-42; thence run westerly to the southwest corner of the said NW1/4 of the SW1/4 of the SW1/4 of said Section 4-52-42; thence run N. 0° 51' 24" W. along the west line of the SW1/4 of said Section 4 for a distance of 685.84 feet to a point which is 25.00 feet north of the NW corner of the NW1/4 of the SW1/4 of the SW1/4 of said Section 4; thence run S. 89° 48' 32" E., 25.00 feet north of and parallel to the north line of the NW1/4 of the SW1/4 of the SW1/4 of said Section 4, for a distance of 637.24 feet to the point of curvature of a circular Curve to the left having for its elements a radius of 25.00 feet and a central angle of 90° 50' 01"; thence run along the arc of said circular curve for a distance of 39.63 feet to the point of tangency; thence run N. 0° 38' 33" W., 25.00 feet west of and parallel to the east line of the SW1/4 of the NW1/4 of the SW1/4 of said Section 1, for a distance of 282.81 feet to the point of curvature of a circular curve to the right having for its elements a radius of 75.00 feet and a central angle of 90° 50' 06"; thence run along the arc of said circular curve for a distance of 118.90 feet to the point of tangency; thence run S. 89° 48' 27" E. for a distance of 689.84 feet to the point of curvature of a circular curve to the left having for its elements a radius of 25.00 feet and a central angle of 90° 24' 24"; thence run along the arc of said circular curve for a distance of 39.45 feet to the point of tangency; thence run N. 0° 12' 51" W. for a distance of 1079.49 feet to the point of curvature of a circular curve to the left having for its elements a radius of 25.00 feet and a central angle of 78° 34' 10"; thence run along the arc of said circular curve for a distance of 34.28 feet to the point of tangency; thence run N. 78° 47' 01" W. for a distance of 181.63 feet to the point of curvature of a circular curve to the right having for its elements a radius of 75.00 feet and a central angle of 78° 34' 10"; thence run along the arc of said circular curve for a distance of 102.85 feet to the point of tangency; thence run N. 0° 12' 51" West for a distance of 25.62 feet to the point of curvature of a circular curve to the left having for its elements a radius of 273.96 feet and a central angle of 18° 35' 09"; thence run along the arc of said circular curve for a distance of 38.87 feet to the point of tangency; then run N. 18° 48' 00" W. for a distance of 270.64 feet to the point of curvature of a circular curve to the right having for its elements a radius of 75.00 feet and a central angle of 23° 06' 36"; thence run along the arc of said circular curve for a distance of 30.25 feet to the point of tangency; thence run N. 4° 18' 36" E. for a distance of 1105.96 feet to a point; thence run N. 20° 23' 09" E. for a distance of 62.94 feet to an intersection with a circular curve to the left of which the last described line is a radial, having for its elements a radius of 376.17 feet and a central angle of 19° 58' 26", said curve being a portion of the southerly boundary of tract "A", block 15, Manana Highlands, according to the plat thereof, recorded in Plat Book 57 at page 52 of the public records of Dade County, Florida; thence run southeasterly along the arc of said circular curve for a distance of 131.14 feet to the point of tangency, thence run S. 89° 35' 17" E. along the south line of said tract "A" for a distance of 455.45 feet to the southeast corner of said tract "A"; thence run N. 0° 24' 43" E. along the east line of said tract "A" for a distance of 125.00 feet to the northeast corner of said tract "A"; thence run S. 89° 35' 17" E. for a distance of 480.00 feet to a point; thence run S. 0° 12' 56" E. for a distance of

514.22 feet to a point; thence run S. 46° 36' 03" E. for a distance of 685.38 feet to an intersection with the east line of the SE1/4 of the NW1/4 of said Section 4, Township 52 South, Range 42 East; thence run south, along the east line of the SE1/4 of the NW1/4, of said Section 4, for a distance of 999.96 feet to the center of said Section 4; thence run N. 89° 48' 44" W. for a distance of 692.47 feet to the NW corner of the NE1/4 of the NE1/4 of the SW1/4 of said Section 4; thence run S. 0° 12' 51" E., along the east line of the West 1/2 of the NE1/4 of the SW1/4 of said Section 4-52-42 to a point 185 feet north of the northwest corner of the NE1/4 of the SE1/4, of the SW1/4 of said Section 4-52-42 thence run easterly a distance of 688.22 feet to a point on the north and south center line of said Section 4-52-42, 185 feet north of the northeast corner of the NE1/4 of the SE1/4 of the SW 1/4 of said Section 4-52-42; thence run southerly on the said north and south center line of said Section 4-52-42 to a point of 105 feet north of the southeast corner of the N1/2 of the N1/2 of the NE1/4 of the SE1/4 of the SW1/4 of said Section 5-52-42; thence run westerly a distance of 687.31 feet more or less to a point 105 feet north of the southwest corner of the N1/2 of the N1/2 of the NE1/4 of the SE1/4 of the SW1/4 of said Section 4-52-42; thence run southerly to the southwest corner of the NE1/4 of the SE1/4 of the SW1/4 of said Section 4-52-42; thence run easterly to the southeast corner of the NE1/4 of the SE1/4 of the SW 1/4 of said Section 4-52-42; thence run southerly to the southeast corner of the SW 1/4 of said Section 4, Township 52 South, Range 42 East; then continue southerly along the north and south center line of Section 9, Township 52 South, Range 42 East to the northwest corner of the SE1/4 of said Section 9-52-42; thence run easterly along the north line of the said SE1/4 of said Section 9-52-42 to the northwest corner of the SW1/4 of Section 10-52-42; thence run southerly on the west line of the said SW1/4 of said Section 10-52-42 to a point 400 feet more or less north of the southwest corner of the said SW 1/4 of said Section 10-52-42; thence run in a northeasterly direction to a point on the north line of the said SW1/4 and being 200 feet more or less westerly of the northeast corner of the said SW1/4 of said Section 10-52-12; then run easterly along the north line of the said SW1/4 and continue easterly along the north line of the SE1/4 of said Section 10-52-42 to its intersection with the west right-of-way line of the Intercoastal Waterway; thence run southerly along the meander line of the said west right-of-way line of the said Intercoastal Waterway through Sections 10, 11 and 14 to its intersection with the northerly right-of-way line of State Road No. 826; thence run westerly, southwesterly and again westerly along the meander line of the north right-of-way line of the said State Road No. 826 through Sections 14 and 15 of Township 52 South, Range 42 East to its intersection with the west line of the NW1/4 of said Section 15-52-42 at a point 1384.49 feet south of the northwest corner of said Section 15-52-42; thence continue westerly along the said north right-of-way line of State Road No. 826 to its intersection in the NE1/4, of Section 16, Township 52 South, Range 42 East, with the easterly right-of-way line of Federal Highway U. S. No. 1; thence run southwesterly along the east right-of-way line of Federal Highway No. 1, a distance of 150.45 feet more or less to a point; thence run southeasterly at an angle of 73° 03' 19" to the left with the previous course a distance of 185.73 feet more or less to a point on a line 40 feet north of and parallel to the south line of the N1/2 of the NE1/4 of the SW1/4 of the NE1/4 of Section 16-52-42; thence easterly and parallel to said south line a distance of 106.84 feet more or less; thence run southerly a distance of 201.29 feet more or less; thence run westerly parallel to and 160 feet south of the said N1/2 of the NE1/4 of the SW1/4 of the NE1/4 of said Section 16-52-42 a distance of 375.3 feet to the east right-of-way line of Federal Highway No. 1; thence run southwesterly along said right-of-way line a distance of 540.12 feet more or less to the north line of the SE1/4 of the SW1/4 of the SW1/4 of the NE1/4 of said Section 16-52-42; thence run easterly a distance of 206 feet more or less to the east line of the W1/2 of the W1/2 of the E1/2 of said Section 16-52-42; thence run southerly along the said east line to the southeast corner of the NE1/4 of the NW1/4 of the SE1/4 of said Section 16-52-42; thence westerly along the south line of the said NW1/4 of the NW1/4 of the SE1/4 of said Section 16-52-42 to the southwest corner of the said NW1/4 of the NW1/4 of the SE1/4 of said Section 16-52-42; thence northerly along the north and south center line of said Section 16-52-42 to its intersection with the east right-of-way line of the Florida East Coast Railroad; thence southwesterly along said east right-of-way line to its intersection with the projection of the north line of lot 5 of block 1 of Biscayne Boulevard Subdivision One, according to the plat thereof recorded in Plat Book 40, at page 4 of the public records of Dade County, Florida; thence run easterly along said projection, also along the north line of said lot 5, block 1 of the aforesaid subdivision to the west right-of-way line of Federal Highway U. S. No. 1;

thence run southwesterly along the said right-of-way line to the southeasterly corner of lot 4 of block 1, of the aforesaid subdivision, thence run westerly along the south line of said lot 4, block 1 and its projection to the intersection thereof with the east right-of-way line of the Florida East Coast Railroad; thence run southwesterly along said East right-of-way line to its intersection with the projection of the north line of lot 1 of block 1 of the aforesaid subdivision; thence run easterly along said projection, also along the north line of said lot 1 to the west right-of-way line of Federal U. S. Highway No. 1; thence run southwesterly along the said west right-of-way line to the southeasterly corner of lot 1 of block 2, of the aforesaid subdivision; thence run westerly along the south line of said lot 1 of block 2 to the southwesterly corner thereof; thence run southwesterly along the west lines of lots 2 and 3 of block 2 to the southwesterly corner of lot 3 of block 2, of the aforesaid subdivision; thence run easterly along the south line of said lot 3 to the west right-of-way line of Federal Highway U. S. No. 1; thence run southwesterly along said right-of-way line to the southeasterly corner of lot 5 of block 2, aforesaid subdivision; thence run westerly along the south line of said lot 5 of block 2 to the southwesterly corner thereof; thence run southwesterly along the westerly end of lot 6 of block 2, of the aforesaid subdivision to the southwesterly corner of said lot 6, the same being a point on the south line of the NW1/4 of the NW1/4 of the NW1/4 of Section 21, Township 52 South, Range 42 East; thence run easterly along the south line of lot 6 of block 2 of the aforesaid subdivision the same being on the south line of the said NW1/4 of the NE1/4 of the NW1/4 of said Section 21-52-42 thence continue easterly along the south line of the NE1/4 of the NE1/4 of the NW1/4 of the north and south center line of said Section 21-52-42; thence run southerly along said center line, the center of said Section 21-52-42; thence run westerly along the east and west center line of said Section 21-52-42 to its intersection with the east right-of-way line of Federal Highway U. S. No. 1; thence run southwesterly along said east right-of-way line a distance of 206.66 feet to a point, said point being 482.26 feet measured northeasterly along lot 12 of Amended Plat of R. E. McDonald Subdivision, according to the plat thereof recorded in Plat Book 2 at page 22 of the public records of Dade County, Florida; thence run easterly parallel to the south line of the NW1/4 of said Section 21-52-42 for a distance of 891.20 feet to a point; thence run southwesterly parallel to the east right-of-way line of Federal Highway U. S. No. 1, a distance of 482.26 feet to a point on the south line of the NE1/4 of the NE1/4 of the SW1/4 of said Section 21-52-42; thence run westerly on said south line a distance of 25.27 feet to the east line of the NW1/4 of the SE1/4 of the NE1/4 of the SW1/4 of said Section 21-52-42; thence southerly along said east line to the south line of the south line of the NW1/4 of the SE1/4 of the NE1/4 of the SW1/4 of said Section 21-52-42; thence westerly along the said south line to the east line of the SE1/4 of the SW1/4 of the NE1/4 of the SW1/4 of said Section 21-52-42, said east line being also the east line of lot 21, Amended Plat of R.E. McDonald Subdivision according to the plat thereof recorded in Plat Book 2 at page 22 of the public records of Dade County, Florida; thence run southerly along the said east line of lot 21 to the north line of lot 28 of the aforesaid subdivision, thence run southwesterly along the said east line of said lot 28 of the aforesaid subdivision a distance of 687.46 feet to the south line of said lot 28 of the aforesaid subdivision, also being the north line of the S1/2 of the S1/2 of said Section 21-52-42; thence run easterly along the said north line of the S1/2 of the S1/2 of said Section 21-52-42 to the east line of the S1/2 of the SW1/4 of the SE1/4 of said Section 21-52-42; thence run southerly to the southeast corner of the SW1/4 of the SE1/4 of said Section 21-52-42; then run westerly along the south line of said Section 21-52-42 to the southwest corner of Section 21, Township 52 South, Range 42 East, which is the place of beginning.

*Except:* The NE1/4 of the NE1/4 of the SE1/4 of Section 12, Township 52 South, Range 41 East. *Except:* The S1/2 of the SE1/4 of the SW1/4 of the NW1/4 of Section 7, Township 52 South, Range 42 East; and the SW1/4 of the SE1/4 of the NW1/4 of Section 7, Township 52 South, Range 42 East. *Except:* The N1/3 of the W1/2 of the SE1/4 of the SE1/4 of the SE1/4 of Section 7, Township 52 South, Range 42 East.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH:

Beginning at a point on the south line of the NW1/4 of Section 15, Township 52 South, Range 42 East, 400 feet west of the center of said Section 15-52-42; thence run northerly parallel to the east line of the NW1/4 of said Section 15-52-42 to

the south right-of-way line of State Road No. 826; thence run easterly along said right-of-way line a distance of 100 feet; thence run southerly parallel to the said east line of the NW1/4 of said Section 15-52-42 to a point 600 feet north of the south line of the NW1/4 of said Section 15-52-42; thence run easterly parallel to the south line of the NW1/4 and continue easterly parallel to the south line of the NE1/4 of said Section 15-52-42 to the westerly bank of the Oleta River; thence run in a southwesterly direction meandering with the westerly bank of the said Oleta River to a point 400 feet westerly at a right angle from the east line of the SW1/4 of said Section 15-52-42; thence run northerly parallel the said east line of the said SW1/4 to a point on the south line of the NW1/4 and 400 feet west of the center of Section 15, Township 52 South, Range 42 East, which is the place of beginning.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (ORDINANCE NO. 61-43, OCTOBER 3, 1961):

That portion of the SW 1/4 of the SE 1/4 of Section 6, Township 52 South, Range 42 East, lying Easterly of State Road No. 9, Dade County, Florida, consisting of approximately 10 acres.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (RESOLUTION NO. 64-116, 11-17-64; ORDINANCE NO. 65-14, 3-16-65):

The South 75' of the East 175' of the North 157' of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 less the East 25' Section 7, Township 52 South, Range 42 East; known and designated as 16750 N.E. 10th Avenue, Miami, Florida, said property lying and being in Dade County, Florida.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (RESOLUTION NO. R69-24, RESOLUTION NO. R69-25 (2-18-69); ORDINANCE NO. 69-45 (7-23-69):

The North 120 feet of the South 290 feet of the West 110 feet of the West 1/2 of the SE 1/4 of the SE 1/4 of Section 7, Township 52 South, Range 42 East, lying and being in Dade County, Florida,

AND

The North 1/3 of the West 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 7, Township 52 South, Range 42 East, Dade County, Florida;

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (RESOLUTION NO. R70-3, (1-6-70); ORDINANCE NO. 70-81, (10-27-70):

Commence at the SE corner of the NE 1/4 of Section 9, Township 52 South, Range 42 East, Dade County, Florida; thence run Westerly along the South line of the NE 1/4 of said Section 9 for a distance of 284.98 feet to a point of intersection thereof with the Southwesterly right-of-way line of the Oleta River, said point being the point of beginning of the parcel of land herein described; thence continue in a Westerly direction along the South line of the NE 1/4 of said Section 9 for a distance of 231.91 feet to a point on the most easterly right-of-way line of U.S. Highway No. 1, the same being State Road No. 5, formerly known as State Road No. 4, as the same is recorded in Plat Book 34 at Pages 49 through 54 of the Public Records of Dade County, Florida; thence run Northeasterly along the most Easterly right-of-way line of said U.S. Highway No. 1, the same being State Road No. 5 for a distance of 161.80 feet to a point of intersection thereof with the Southwesterly right-of-way line of the Oleta River; thence run Southeasterly along the Southwesterly right-of-way line of the Oleta River for a distance of 234.01 feet to the point of beginning.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (RESOLUTION NO. R85-45, (6-18-85); ORDINANCE NO. 85-92, (10-15-85)):

A portion of the southwest quarter of Section 5, Township 52 South, Range 42 East, together with a portion of the southeast quarter of Section 6, Township 52 South, Range 42 East, Dade County, Florida, more particularly described as

follows: Begin at the northwest corner of the southwest quarter of the southwest quarter of the southwest quarter of said Section 5, also being the northeast corner of the southeast quarter of the southeast quarter of the southeast quarter of said Section 6; thence run westerly along the north line of the southeast quarter of the southeast quarter of the southeast quarter of said Section 6, to the inter-section with the southwesterly right-of-way line of Snake Creek Canal (C-9); thence run northwesterly along the southwesterly right-of-way line of Snake Creek Canal (C-9) to its intersection with the southeasterly right-of-way line of State Road 9; thence southwesterly along the southeasterly right-of-way line of State Road 9 to the intersection with the west line of the east half of the southeast quarter of said Section 6; thence run southerly along the west line of the east half of the southeast quarter of said Section 6, to the intersection with the south line of said Section 6; thence easterly along the south line of said Section 6, to the inter-section of the base line of Miami Gardens Drive, as recorded in plat book 80 at page 94 of the public records of Dade County, Florida; said point also known as the south-west corner of said Section 5; thence easterly along the south line of said Section 5, to the intersection with the southwesterly right-of-way line of Snake Creek Canal (C-9); thence run northwesterly along the southwesterly right-of-way line of Snake Creek Canal (C-9) to the intersection with said base line of Miami Gardens Drive; thence run north-easterly along said baseline of Miami Gardens Drive to the intersection of the north line of the south half of the southwest quarter of the southwest quarter of said Section 5; thence run westerly along the north line of the south half of the southwest quarter of the southwest quarter of said Section 5 to the northeast corner of the south-west quarter of the southwest quarter of the south-west quarter of said Section 5; thence run south 87 degrees 39 minutes 37 seconds west, along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section 5, for 116 feet; thence run south 67 degrees 53 minutes 49 seconds west for 98.98 feet; thence run south 83 degrees 38 minutes 24 seconds west for 120.6 feet; thence run northerly along the west line of the east half of the southwest quarter of the southwest quarter of the southwest quarter of said Section 5, to the intersection with the north line of the southwest quarter of the southwest quarter of said Section 5; thence run westerly along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section 5 to the point of beginning.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH (RESOLUTION NO. R90-15, (3-6-90); MIAMI-DADE COUNTY ORDINANCE NO. 90-112 (9-25-90)):

A portion of the NW1/4 of the SE1/4 of Section 12, Township 52 South, Range 41 East, Dade County, Florida more particularly described as follows;

Commence at the SE Corner of NW1/4 of the SE1/4 of Section 12, Township 52 South, Range 41 East, said point being at the intersection of the centerline of North Miami Avenue and the centerline of NW 171st Street as shown on the Plat of PARKWAY ESTATES as recorded in Plat Book 64 at Page 37 of the Public Records of Dade County, Florida; thence run S 89°39'42" W along the centerline of said NW 171st Street a distance of 511.00 feet, more or less, to a point of intersection with the southerly extension of the east line of Lot 12 in Block 2 of said plat of PARKWAY ESTATES said point being the Point of Beginning of the herein described tract of land; thence N 00°23'08" W along the southerly extension of the east line of said Lot 12 and along the east line of said Lot 12 a distance of 125.00 feet more or less to the NE corner of said Lot 12; thence N 89°39'42"E along the south line of Lot 6 of said Block 2 a distance of 75.00 feet more or less to the SE corner of said Lot 6; thence N 00°23'08" W along the east line of said Lot 6 and its northerly extension, a distance of 125.00 feet more or less to its intersection with the centerline of NW 171st Terrace, as shown on said plat of PARKWAY ESTATES; thence S 89°39'42"W along the centerline of said NW 171st Terrace a distance of 163.39 feet more or less to a point of curvature of a circular curve to the right, having as its elements a Radius of 50 feet and a central angle of 49°43'40"; thence westerly and northwesterly along the arc of said curve a distance of 43.40 feet to a point of tangency; thence run N 40°35'38"W a distance of 75.00 feet more or less, along the centerline of said NW 171st Terrace and its north-westerly extension, to a point of the easterly right-of-way line of State Road #9 as shown on said plat; thence run S 49°23'22"W along said easterly right-of-way line a distance of 194.77 feet more or less to a point; thence run S 42°

47'35 "W along said easterly right-of-way line a distance of 271.40 feet to a point of intersection with the centerline of said NW 171st Street; thence run N 89°39'42" E along the centerline of NW 171st Street a distance of 510.49 feet more or less to the Point of Beginning.

Includes Subdivision PB 64-37, Block 2, Lots 1-6 and 12-14 and intervening right-of-way, of NW 171st Street.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH, APPROXIMATE-LY 1.22 ACRE PROPERTY [RS91-22, R91-22, (6/18/91) AND MIAMI-DADE COUNTY ORDINANCE NO. 91-135 (11-5-91)]:

Lots 2 and 3 of Block 2 of Biscayne Boulevard Subdivision One Sunny Isles according to the plat thereof recorded in Plat Book 40 at Page 4 of the Public Records of Dade County, Florida.

The territorial limits of the City of North Miami Beach is reduced by the de-annexation of the following property comprising of approximately 6.26 acres [RS91-22, R91-22 (6-18-91) and Miami-Dade County Ordinance No. 91-135 (11-5-91)]:

Begin at the Southeast corner of the Northwest 1/4 of said Section 21, Township 52 South, Range 42 East, also known as the center of said Section 21, thence run S 87°, 38' 52" W, along the South line of said northwest 1/4, 983.86 feet (983.96' deed) to the point of intersection with the easterly right-of-way line of Biscayne Boulevard (SR5-US1), as shown on right-of-way map recorded in Plat Book 34 at page 50 of the Public Records of Dade County, Florida, thence run N 15°, 22' 28" E, along said easterly right-of-way line, for 300.02 feet (299.37' deed), to the southwest corner of a tract of land platted as "L G Smith Tract", according to the plat thereof recorded in Plat Book 67 at page 1 of the Public Records of Dade County, Florida, thence run N 86°, 52' 53" E, along the southerly boundary of the last described plat and easterly extension thereof for 891.64 feet to the point of intersection with east line of the northwest 1/4, of said Section 21, thence run S 2°, 32' 03" E, along said East line of the northwest 1/4, for 297.70 feet to the southeast corner of said Northwest 1/4, being the point of beginning.

ALSO INCLUDED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH MIAMI BEACH APPROXIMATELY .15 ACRE PROPERTY [RS91-22, R91-22 (6-18-91) AND MIAMI-DADE COUNTY ORDINANCE NO. 91-135 (11-5-91)]:

That portion of a 30-foot right-of-way known as EARL LANE as shown on the plat of BISCAYNE BOULEVARD SUBDIVISION ONE SUNNY ISLES according to the plat thereof recorded in Plat Book 40 at Page 4 of the Public Records of Dade County, Florida, lying south of the westerly prolongation of the South line of Lot 3 in Block 2 and lying north of the westerly prolongation of the south line of Lot 6 in Block 2 and lying easterly of the easterly right-of-way line of Florida East Coast Railway.

#### **Sec. 1.4 Powers.**

The City of North Miami Beach shall have all available governmental, corporate and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the City to grant to the municipal government established by this Charter, the broadest exercise of home rule powers permitted under the Constitution and the Laws of the State of Florida.

#### **1.5 Construction.**

This Charter and the powers of the City shall be construed liberally in favor of the City.

**1.6 Oath of office.**

Members of the City Commission, members of appointive boards, the City Manager, the City Clerk, heads of departments, and the City Attorney of the City of North Miami Beach, before entering upon their duties, shall take and subscribe to the following oath of office:

"I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida, and the Charter of the City of North Miami Beach; that I am duly qualified to hold office under the Constitution of the State and the Charter of the City of North Miami Beach and that I will, well and faithfully perform the duties of \_\_\_\_\_ (name of office) upon which I am now about to enter. So help me God."

**Article II. Mayor, Vice-Mayor, City Commission.**

**Sec. 2.1 Mayor and Vice Mayor.**

The Mayor shall preside over meetings of the Commission and shall cast his/her vote on any motion, resolution or ordinance submitted for consideration of the Commission. He/She shall be the titular head of the government of the City of North Miami Beach and shall represent the City in any function requiring that the City be represented. He/She shall perform such other duties as may be provided in this Charter. The Commission shall elect from its membership a Vice-Mayor who shall act in the absence or disability of the Mayor and who shall exercise the powers of the Mayor when so acting.

**Sec. 2.2 City Commission.**

The City Commission shall be composed of seven members, elected as herein provided, one of whom shall be the Mayor. The Commission shall be the legislative body of the City of North Miami Beach and shall have power to investigate any phase, function or operation of the City Government in such manner and at such time as to it shall be deemed necessary to the determination by the Commission of the public policy of the City. It shall have such other powers as are hereinafter expressly or impliedly set forth, or inherent in the legislative department of government. Any Commission-appointed officer of the City of North Miami Beach may be removed by a majority vote of the City Commission.

**Sec. 2.3 Compensation.**

Members of the City Commission shall receive such compensation as shall be fixed by the Commission. The compensation of members of the City Commission may be increased by the affirmative vote of five members of the Commission. The compensation shall be payable as other expenses of the City are paid. In addition to the compensation as provided herein, the Mayor shall annually be provided with an expense fund of twelve hundred dollars (\$1200.00) to meet extraordinary expenses of his office as Mayor, payable at the rate of one hundred dollars (\$100.00) per month. No accounting shall be required of expenditures by the Mayor from such fund.

Insurance benefits provided to members of City Commission shall only be paid for by the City during their actual term of service. After their term of service, Commissioners may be offered the opportunity to remain in the City's insurance plan(s) at their own expense. This provision shall not affect continuing City Commission benefits previously established and available to active or former members of City Commission elected for at least one (1) term of office prior to the election of May 2009. The salaries of elected officers shall not be reduced during the terms for which they were elected.

**Sec. 2.4 Meetings.**

The City Commission shall hold at least 11 regular monthly meetings in each calendar year, at such times and places as the City Commission may prescribe by a Resolution adopted by November 1, of each year establishing the schedule and number of Commission meetings for the following calendar year. If any such meeting date falls upon a legal holiday recognized by the City of North Miami Beach, the regular meeting shall be held on the next day following the legal holiday. The legal holidays recognized by the City of North Miami Beach will be those enumerated in the employee contracts with the City or as subsequently provided by ordinance.

Special meetings shall be called by the Mayor for the consideration of emergency matters upon the written request of the City Manager or upon the request of five members of the Commission other than the Mayor. Notice of such special meetings shall be delivered to members of the Commission and shall be posted on the front door of the City hall at least twenty-four hours prior to the holding of same. No business shall be transacted at any special meeting other than that for which the meeting was called.

**Sec. 2.5 Quorum and Attendance of the City Commission.**

A quorum of the City Commission at any regular or special meeting shall consist of five members. Except as otherwise provided herein, the affirmative vote of a majority of the quorum present shall be required upon any matter submitted for consideration of the Commission. If any Commissioner has failed to attend a meeting of the City Commission for a period of one hundred and twenty (120) days, the seat of such Commissioner shall automatically become vacant.

**Sec. 2.6 Powers of the City Commission.**

The City Commission shall have the power to adopt ordinances, resolutions, rules for the conduct of meetings and to take such other action as may be necessary to the full and complete exercise of powers herein vested in the City Manager and other officers provided for herein. The exercise of any power enforceable by the imposition of punishment by fine or imprisonment, the appropriation of any money, or the levy of any tax, shall be by ordinance only. Except as otherwise provided herein, any other power may be exercised by ordinance or resolution in the discretion of the Commission. The Commission shall exercise such other powers as are herein authorized. References in this Charter to the City Commission and/or Commissioners shall include the Mayor unless the context dictates otherwise.

**Sec. 2.7 Ordinances.**

- A. Method of adoption. An ordinance, prior to becoming effective, shall be submitted for consideration of the Commission in such manner as the rules of the Commission shall provide, in accordance with the Florida Statutes, and shall be read by title only. Further consideration, except as hereinafter provided for emergency passage of any ordinance, shall be deferred to a subsequent meeting of the City Commission. Prior to consideration on second reading, other than emergency passage, the ordinance shall have been posted on the bulletin board of the City Hall, and copies made available for examination in the office of the City Clerk. The second reading of any ordinance shall be by title only, except that no ordinance shall be revised or amended by reference to its title only and any ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The ordinance may be amended before or after such second reading, and shall be placed upon final passage by roll call vote recorded in the minutes of the Commission. Before becoming a law it shall be posted for twenty-four hours on the bulletin board of the City Hall.
- B. Title and enacting clause. Each ordinance shall contain a title which shall be a short statement of the subject matter of the ordinance, sufficient to place the public on notice of the nature of the contents thereof. The enacting clause of each ordinance shall be: "Be it ordained by the City Commission of the City of North Miami Beach."

## **Sec. 2.8 Emergency ordinances.**

The City Commission may, by 2/3 vote of the members of the City Commission adopt an emergency ordinance at the meeting at which it is introduced and may make it effective immediately, except that no emergency ordinance shall be enacted which establishes or amends the actual zoning map designation of a parcel or parcels of land or that changes the actual list of permitted, conditional or prohibited uses within a zoning category.

## **Sec. 2.9 Prohibitions of the City Commission.**

- A. Appointment and Removals. Neither the City Commission nor any of its members shall suggest or recommend any person for appointment or removal by the City Manager for any position under the exclusive control of the City Manager.
- B. Any suggestion or recommendation by the Mayor or any City Commissioner shall constitute misfeasance in office and grounds for removal from office by recall, as herein provided.

## **Article III. Administrative Personnel and Boards, Agencies and Committees.**

### **Sec. 3.1 City Manager; Appointment, Removal.**

The City Commission shall appoint a City Manager as the chief administrative officer of the City, in the manner and at the time provided in this Charter. The City Manager shall be responsible to the City Commission for the administration of all City affairs and for carrying out policies adopted by the City Commission. The City Commission shall appoint the City Manager to serve at the pleasure of the City Commission. The City Manager shall be removed by a majority vote of the City Commission. The term, conditions, and compensation of the City Manager shall be established by the City Commission.

#### **Sec. 3.1.1 Powers and Duties of the City Manager.**

The City Manager shall:

- A. Be responsible for the appointing, hiring, promoting, supervising, disciplining and removing of all City employees, except the City Attorney, the City Clerk, and all employees of the Office of the City Attorney.
- B. Direct and supervise the administration of all departments and offices but not City boards or committees, unless so directed by the City Commission.
- C. Prepare such other reports as the City Commission may require concerning the operations of City departments, offices, boards and committees.
- D. Ensure that all laws, provisions of this Charter and directives of the City Commission, subject to enforcement and/or administration by him/her or by employees subject to his/her direction and supervision, are faithfully executed.
- E. Prepare and submit to the City Commission a proposed annual budget and capital improvement program.
- F. Submit to the City Commission and make available to the public an annual report on the finances and administrative activities of the City as of the end of each fiscal year.
- G. Attend all meetings of the City Commission and of its committees, with the right to take part in discussion, but without a vote.
- H. Keep the City Commission advised as to the financial condition and needs of the City and make such recommendations concerning the affairs of the City as she/he deems to be in the best interests of the City.
- I. Execute contracts and other documents on behalf of the City as authorized by the City Commission.
- J. Perform such other duties as are specified in this Charter or as required by the City Commission.

#### **Sec. 3.1.2 Absence or Disability of City Manager.**

To perform his/her duties during his/her temporary absence or disability, the City Manager may designate by letter filed with the City Clerk, a qualified administrative officer of the City. In the event of failure of the City Manager to make such designation, the City Commission may by resolution appoint an officer of the City to perform the duties of the City Manager until she/he shall return or his/her disability shall cease.

### **Sec. 3.2 City Clerk.**

The City Commission shall appoint the City Clerk to serve at the pleasure of the City Commission. The City Clerk shall be removed by a majority vote of the City Commission. The term, conditions, and compensation of the City Clerk shall be established by the City Commission.

#### **Sec. 3.2.1 Powers and Duties of the City Clerk.**

The City Clerk shall give notice of all City Commission meetings to its members and the public, and shall keep minutes of the City Commission's proceedings. The City Clerk shall perform such other duties as the City Commission may prescribe. The City Clerk shall maintain the seal of the City and attest the Mayor's or City Manager's signature on all documents, if needed.

### **Sec. 3.3 City Attorney.**

There shall be a City Attorney or law firm who shall be the head of the Office of City Attorney. The City Attorney or law firm shall be a member of the Florida Bar with at least five years' experience in the practice of law in Florida, and with limited applicability to the City Attorney (not the law firm) shall not, during his/her tenure of office, engage in any private practice of law. The City Commission shall appoint the City Attorney or law firm to serve at the pleasure of the City Commission. The City Attorney or law firm shall be removed by a majority vote of the City Commission. The term, conditions, and compensation of the City Attorney or law firm shall be established by the City Commission.

#### **Section 3.3.1 Powers and Duties of the City Attorney.**

The City Attorney shall:

- A. Act as the legal advisor for the City and all of its officers in all matters relating to their official powers and duties.
- B. Prepare or review all ordinances, resolutions, contracts, bonds and other documents in which the City is concerned, and shall endorse on each his/her approval of the form, language, and execution.
- C. Prosecute or defend, for and in behalf of the City, all complaints, suits and controversies in which the City is a party, before any court, or other legally constituted tribunal.
- D. Attend all meetings of the City Commission.
- E. Recommend to the City Commission for adoption, such measures as he/she may deem necessary or expedient.
- F. Render opinions and/or reports on legal matters affecting the City.
- G. Perform such other professional duties as may be required by ordinance or resolution of the City Commission or by this Charter.
- H. Appoint and remove all unclassified personnel in the Legal Department.

#### **Section 3.3.2 Retention of Outside Counsel.**

The City Commission may, at the request of the City Attorney, retain other counsel in any matter in which the City of North Miami Beach has an interest, and pay the compensation of such counsel.

### **Section 3.4 City Boards, Agencies and Committees.**

The City Commission shall establish or abolish such boards, agencies and committees as it may deem desirable. Such boards, agencies and committees shall report to the City Commission.

### **Sec. 3.5 Planning and Zoning Authority of City.**

The City of North Miami Beach shall have the power to designate and establish restricted residence districts within the City, and to otherwise control the development of the City, by the enactment of reasonable rules and regulations relating to construction, reconstruction, alteration, repair, use and occupancy of buildings and other structures in the City of North Miami Beach, and the use of vacant lands in said City. The City Commission may declare any violation of such regulations a nuisance and proceed to abate the same.

#### **Sec. 3.5.1 Type of Construction.**

The City of North Miami Beach shall have the power to regulate and determine the manner and type of construction, the height and bulk and the location and use of buildings, walls, fences, signboards and structures of all kinds hereafter erected, altered or reconstructed, whether permanently located or movable, and to regulate and determine the location and area of yards, courts and other open spaces, the subdividing and platting of land into lots, and the location and laying out of streets, alleys, parks and playgrounds in said City; the City may be divided into districts of such shape and area as may be deemed best suited to carry out the purposes of this section; the regulation shall be uniform for each class of buildings, walls, fences, signboards, structures of any kind, yards, courts and other open spaces, throughout each district, but the regulations in one or more districts may differ from those in other districts; such regulations shall be designed to secure safety from fire and other dangers and to promote the public health and general welfare, including provisions for adequate lights, air and convenience of access. In the making of regulations the City shall have reasonable regard for the character of buildings and other structures in each district, and the use for which the land is suitable, to the end that the economic and industrial prosperity and the enhancement of the health, comfort and convenience of the people generally may be promoted.

#### **Sec. 3.5.2 Location and Use.**

The City shall also have the power to restrict the location of such buildings and structures of all kinds designed for specific uses, as well as the location of trades and industries, and may divide the City into districts of such proper shape and area as may be deemed to be the best suited to carry out the purposes of this section. For each such district, regulations may be imposed designating the uses for which such building and structures of all kinds may be erected, altered or reconstructed, and designating the trades and industries that may be excluded or subjected to special regulations and designating the purposes for which they may be used. Such regulations may be designed to promote the public health, safety and general welfare. The City shall give reasonable consideration, among other things, to the character of the districts, their peculiar suitability for particular uses, the conservation of property values and the direction of building development.

#### **Sec. 3.5.3 Variances.**

Variances from compliance with any of the provisions of the codes relating to building, planning or zoning may be allowed by the affirmative vote of two-thirds (2/3) of the Planning and Zoning Board quorum present, only for the purpose of preventing hardship or inequities not self-imposed, or for the purpose of preserving the constitutional rights of the applicant, which variance is subject to the approval of the City Commission. Application for variance shall first be submitted to the Planning and Zoning Board in the manner prescribed by ordinance, upon payment of such reasonable fee as may be established by ordinance. The City Commission may by ordinance provide for public hearing and procedure connected therewith, including notice and determination of persons entitled to notice. The decision of the Planning and Zoning Board shall be submitted to the City

Commission at a regular or special meeting occurring more than five days after the meeting of the Planning and Zoning Board at which the decision was made. Recommendation for approval of variance requests by the Planning and Zoning Board must receive a majority vote of the quorum of the City Commission present in order to be sustained and granted. Recommendation for denial of variance requests by the Planning and Zoning Board must receive a two-thirds (2/3) affirmative vote of the quorum of the City Commission present in order to overrule the recommendation of denial by the Planning and Zoning Board and grant the variance request. The City Commission may impose conditions upon the variance approval.

**Sec. 3.5.4 Planning and Zoning Board.**

The powers herein granted shall be exercised by the adoption by ordinance of a building code and a zoning plan delineating the various zoning districts into which the City is divided and prescribing the use regulations in each such district. There shall be a Planning and Zoning Board composed of seven members appointed by the City Commission for staggered terms of two years, (such appointments to be made as the terms of members currently serving expire). Any changes in the zoning code or zoning plan of the City of North Miami Beach shall be made only by the City Commission acting in its legislative capacity. The City Commission may provide by ordinance that changes be initiated by application to the Planning and Zoning Board for advisory action by it in recommending the adoption or rejection of the proposal.

**Article IV. Election of City Commission Members.**

**Sec. 4.1 General /Runoff Elections.**

Commencing in 2018, general elections in the City of North Miami Beach shall be held every even-numbered year on the first Tuesday following the first Monday in November. Candidates to office under this charter shall be elected by a majority of the votes cast in the election. If no candidate receives a majority of the votes cast for the office to be filled, then the two (2) candidates receiving the highest number of votes for such office shall be voted upon in a runoff election to be held two weeks from the date of the general election and the candidate receiving a majority of the votes in such runoff election shall be declared elected. In the event of a tie vote in any run-off election, the outcome shall be determined by lot. In order to accomplish the election date revision made pursuant to this Charter section, the four-year term length of office that is provided for in Charter section 4.2 shall be extended on the following limited basis: the term of office of the Mayor and of Commissioner groups 3, 5, and 7, which would otherwise expire in May 2019 shall instead expire in November 2020, and the terms of office of Commissioner groups 2, 4, and 6, which would otherwise expire in May 2017 shall instead expire in November 2018.

**Sec. 4.2 Election and Term of Commission Members.**

- A. The members of the City Commission shall be elected from groups numbered One through Seven. The groups shall be elected Citywide by the qualified electors of the City of North Miami Beach. The member in Group One shall be the Mayor. At the City’s general election on the first Tuesday after the first Monday in November 2018 and at each general election every four years thereafter, the members of City Commission running from groups 2, 4, and 6 shall be elected for four (4) year terms. At the City’s general election on the first Tuesday after the first Monday in November 2020 and at each general election every four years thereafter, the members of City Commission running from groups 1, 3, 5, and 7 shall be elected for four (4) year terms.
- B. Commencing with the 2011 general elections for groups 1, 3, 5, and 7 and with the 2013 general elections for groups 2, 4, and 6, no person may serve as Commissioner or Mayor or any combination thereof for more

than two consecutive four-year terms, not including time served as a member of the Commission as a result of having filled a vacancy in the Commission pursuant to Section 4.5 of the North Miami Beach City Charter so long as such time served in filling a vacancy does not exceed 50% of that subject term. Service by a Commission member in excess of 50% of any term of office (including those terms provided for in Charter Section 4.1) shall be considered a full term for purposes of the term limit provisions in this section. After being out-of-office for two (2) years, he/she may run again. Members of the Commission shall serve until their successors are elected and qualified.

- C. Notwithstanding the above, if a person is elected to 2 consecutive terms and has not met the term limit under the 50% provision in subsection B, he/she may only be elected to one additional term (regardless of that person's length of service in that additional term) for completion of that particular term limit, after which time or unless he/she is out of office for 2 years in which case he/she may run again for the term limit.

**Sec. 4.3 Qualification of Commission Members.**

Candidates for the office of Mayor and Commissioner of the City of North Miami Beach shall qualify with the Clerk of the City not prior to the seventy-eighth day preceding the election provided for in Section 4.1 hereof nor later than 12:00 noon on the seventy-third (73) day preceding the election. A candidate shall qualify by taking and subscribing to an oath that she/he is qualified under the charter of the City of North Miami Beach to hold the office of Commissioner and Mayor and by paying to said Clerk a qualifying fee in the amount of four (4%) percent of the annual salary of the office, which fee shall be deposited in the general fund of the City. Candidates for the office of City Commission member shall designate the group from which they desire to be elected. Each candidate, at the time of qualifying with the Clerk, shall designate a campaign treasurer and a depository of campaign funds. Each candidate, at the time of qualifying with the Clerk, must have continuously resided in the City of North Miami Beach for at least one (1) full year, shall at the time of qualifying and at the time of election be a qualified elector of the City of North Miami Beach, and shall not, within five years next preceding the date of his/her qualification, have been convicted in this or any other state of any offense involving moral turpitude.

**Sec. 4.4 Conduct of Elections; Canvass of Returns, and Commencement of Terms.**

- A. The City Commission shall provide by ordinance for the conduct of elections, the establishment of City Hall as a polling place and for the establishment of the City's Canvassing Board.
- B. On the second business day immediately following the County Elections Supervisor's issuance of final election results from the general election, the City Commission shall meet for the purpose of accepting the returns of such election and ascertaining the results thereof. New officers shall be declared elected subsequent to the City Commission's acceptance of such final Election returns at which time the new officers shall be installed and shall enter upon the discharge of their duties. If however a Run-Off Election is necessary, all new officers shall be declared elected subsequent to the City Commission's acceptance of final Run-Off Election returns on the second business day immediately following the County Elections Supervisor's issuance of such final election results, at which time the new officers shall be installed and shall enter upon the discharge of their duties, and at which Commission meeting the Commission shall conduct no other or further business at such meeting unless by unanimous consent of the quorum present at such meeting.

**Sec. 4.5 Vacancies.**

Vacancies in elective offices of the City of North Miami Beach shall be filled by the City Commission pending the next general election, at which time an election to fill the vacancy shall be held for any remainder of the unexpired term. Provided, however, that should any vacancy occur more than one year prior to the next general election, the Commission shall have no power to fill the same; it shall be filled by a special election to fill the

vacancy for the unexpired term, to be held not less than 35 days nor more than 90 days after such vacancy has occurred, except that if the vacancy is due to a resignation and a City or County-wide election is scheduled to be held during the intervening period from the resignation's filing date with the City Clerk up to and including the resignation's effective date, the special election to fill the vacancy for the unexpired term as of the resignation's effective date may occur (subject to consent of the County Elections Department and City's ability to comply with laws concerning time periods for calling elections) at either such City or County-wide election. Any person who has been appointed or elected to fill a vacancy due to resignation filed pursuant to Florida Statute section 99.012 shall be installed and take office following the date the resigning official would take office, if elected; any person who has been appointed or elected to fill a vacancy due to resignation not filed pursuant to Florida Statute section 99.012 shall be installed and take office following the effective date set forth in said resignation. Provisions related to a Special Election called pursuant to this section, including the qualifying period, shall be established in the City Resolution calling the Special Election.

## **Article V. Initiative and Referendum.**

### **Sec. 5.1 Initiated Ordinances.**

- A. The duly qualified electors of the City of North Miami Beach shall have the power to propose any ordinance, except an ordinance appropriating money or levying a tax, in the manner herein provided.
- B. The power of initiative shall be exercised by petition signed by not less than two per cent (2%) of the qualified electors executed in such form and in the manner as shall be provided by ordinance of the City of North Miami Beach, which ordinance shall provide that each petition circulated shall contain the full text of the proposed ordinance.
- C. Upon certification by the Clerk within ten (10) days of the filing of the petition, executed in the manner provided, the City Commission shall at its next regular meeting proceed to consider the proposed ordinance. The City Commission shall within twenty (20) days from the certification by the Clerk adopt such ordinance in the manner provided for the adoption of ordinances generally, with the right to amend in a manner germane to the proposed ordinance. If amended, or upon adoption without amendment in the discretion of the City Commission, the ordinance before becoming effective shall be submitted for approval of the qualified electors in any general election held within sixty (60) days of the passage of such ordinance. If amended, the ordinance as amended and the ordinance as initiated shall be submitted on the same ballot. The ordinance receiving the highest number of affirmative votes, if such number shall constitute a majority of the votes cast, shall be deemed adopted. If no general election shall be held within sixty (60) days of the passage of the ordinance, then such ordinance or ordinances shall be submitted for approval of the qualified electors of the City of North Miami Beach at a special election called for that purpose not less than thirty (30) or more than sixty (60) days from the date of final passage by the City Commission.

### **Sec. 5.2 Referendum.**

The qualified electors of the City of North Miami Beach may by petition of not less than ten per cent (10%) of their number call for a referendum on the repeal of any ordinance, other than an ordinance not subject to the initiative, adopted by the City Commission, to be circulated, executed and submitted as the City Commission shall by ordinance provide. Upon certification by the Clerk of the proper execution of the required petition, the City Commission shall refer such proposed repeal for the approval of the qualified electors at an election as provided for initiated ordinances. If a majority of the votes cast in the election shall favor such repeal, then the ordinance shall stand repealed and may not be reenacted by the City Commission, except subject to a referendum as herein provided. The City Commission may, on its own motion, submit any ordinance, or the repeal of any ordinance, to a referendum as herein provided, except such ordinances as are not subject to the initiative proceedings.

## **ARTICLE VI. Budget and Finance.**

### **Sec. 6.1 Budget and Finance.**

- A. General Power. The City of North Miami Beach shall have the power to borrow money, contract loans, and issue bonds, notes, and other obligations or evidences of indebtedness in accordance with Florida law.
- B. Budget. In accordance with Florida law, the City Commission shall adopt an annual budget.
- C. Fiscal year. The fiscal year for the City of North Miami Beach shall commence on October 1<sup>st</sup> of each calendar year and end September 30<sup>th</sup> of the succeeding year

### **Sec. 6.2 Taxation.**

- A. Ad valorem taxes. The Director of the Department of Finance shall, except as otherwise provided herein, be the assessor and collector of taxes for the City of North Miami Beach. The assessment rolls of Miami-Dade County, as equalized in the manner provided by law, shall be the assessment rolls of the City of North Miami Beach for all purposes of taxation and as to all property subject to taxation within the limits of the City of North Miami Beach. The City Manager shall, by and with the consent of the proper authorities of Miami-Dade County, enter into such contracts as may be necessary to provide for the assessment of property for the purpose of levying ad valorem taxes of the City of North Miami Beach by Miami-Dade County, and the collection of such taxes by Miami-Dade County for use and benefit of the City of North Miami Beach. Taxes of the City of North Miami Beach shall be assessed and collected as provided by the Charter of Miami-Dade County and ordinances adopted pursuant thereto.
- B. Levy of taxes. The City Commission shall by ordinance levy taxes on all real and personal property subject to taxation in the City of North Miami Beach. Upon its adoption, the ordinance shall be certified to the proper authorities of Miami-Dade County for the purpose of preparing and mailing tax bills.
- C. Delinquent taxes. Taxes shall be enforceable in the manner provided by law for the enforcement of county taxes.
- D. Other taxes. The Director of the Department of Finance shall collect other taxes, levies, excises, imposts, special assessments and exactions as may be provided by ordinance, and shall issue his/her receipt therefor. The collection of such items shall be enforced in the manner provided by ordinance.

## **ARTICLE VII. Personnel.**

### **Sec. 7.1 Civil Service.**

The civil service of the City of North Miami Beach shall be divided into the classified and the unclassified service. The unclassified service shall consist of the city manager and one secretary of his/her choosing, heads of departments herein provided, or as hereafter created by the City Commission, the city attorney, the city auditor appointed by the City Commission, all elected officials, members of appointive boards, and employees of the legal department; provided, however, that employees of the legal department, other than the city attorney, may be included in the classified service by and with the consent of the City Commission. All other employees of the City shall be members of the classified service. Department heads, other than those persons to be selected by the City Commission as herein authorized, shall be appointed by the city manager. For the first six (6) months any such appointment shall be provisional only and thereafter department heads shall be appointed for one year and may be reappointed for successive periods of one year each during which time they shall be removable only for cause. Provided, however, a department head who has served the City of North Miami Beach as such for a period of five (5) or more years at the time of any

reappointment hereunder shall be reappointed for a term of two (2) years during which time he may be removed only for cause.

### **Sec. 7.2 Classified Service.**

The classified service shall be divided into a competitive class, a noncompetitive class and a labor class. The competitive class shall include all positions and employment for which it is practicable to determine the relative fitness of applicants by competitive examination. The noncompetitive class shall consist of all positions requiring peculiar and exceptional qualifications of a scientific, managerial, professional, or educational nature as determined by the rules of the civil service board. The labor class shall consist of ordinary unskilled labor. Any person promoted from classified service to the position of department head shall maintain all of his rights under civil service and retain the highest rating achieved by him prior to such promotion, and shall be entitled to reemployment at such rating upon ceasing to be a department head, unless removed for cause authorizing removal under civil service.

### **Sec. 7.3 Civil Service Board-created.**

There shall be a civil service board composed of seven (7) members selected as herein provided. The board shall make and adopt reasonable rules and regulations governing the administration of civil service of the City of North Miami Beach, including but not limited to, provision for appointments to the classified service, suspension, removal, leave, merit rating, promotion, demotion, appeals and other such matters as the board may deem necessary to the operation of the civil service. The board shall provide for the giving of examinations and for promotions based on records or merit, ability, efficiency, character, conduct and seniority. Rules and regulations adopted by the board shall be submitted for approval by the city commission. If approved, the rules and regulations shall become effective immediately or as otherwise provided therein. Should the city commission object to any rule or regulation, such objection shall be stated in writing and the rule or regulation shall be returned to the board together with the objections of the city commission for further consideration of the board. The board shall revise such rules or regulations and resubmit same for approval of the city commission. Should the city commission again refuse to approve same, it shall not become effective. All rules and regulations must receive final approval by the city commission before becoming effective. The board shall provide a method of selection of personnel to the noncompetitive classified service based on qualifications relating to education, experience, character and such other factors as the board may by regulation determine.

### **Sec. 7.4 Composition of Board.**

(a) Five (5) members of the civil service board shall be appointed by the city commission, and shall be qualified electors of the City of North Miami Beach. They shall not, during the term for which they are appointed, be employed in any manner by the City of North Miami Beach. Two (2) employees of the classified service in the City of North Miami Beach shall be elected in the manner provided by regulations of the board to serve as members of the board. A quorum of the board for any purpose shall consist of four (4) members, at least three (3) of whom shall be members appointed by the city commission. Members shall be appointed for staggered terms of two (2) years each. Appointments to fill vacancies shall be for the unexpired term only. Members shall serve until their successors are appointed and qualified.

(b) The employee members shall each be elected from different departments under the government of the city and shall serve for terms of two (2) years, and until their successors are elected and qualified. Any vacancy in employee membership shall be filled by special election in the manner provided by regulations of the board, if such vacancy shall occur more than three (3) months prior to the end of the term. Terms of appointed and elected members shall

commence on June 1st of the year in which appointed or elected and end May 31st of the year in which such terms are scheduled to expire. The personnel aide to the director of personnel or employee serving in that capacity or function, shall also be the secretary for the civil service commission or board and may act as examiner or chief examiner but only upon the recorded request of the commission.

(c) The chief examiner shall be chosen by the members of the civil service board from among the members of the board, excluding the employee representatives. The term of the chief examiner shall be one year commencing on May 1 of each year. Should a vacancy occur in the chief examiner's position prior to the expiration of a term, the board shall make an appointment for the balance of that term. Should an appointment be made for a period of less than nine months, the chief examiner shall be eligible for reappointment for the succeeding one-year term. If the chief examiner serves for a period of nine months or more, he or she shall not be eligible for reappointment as chief examiner for a succeeding term.

### **Sec. 7.5 Appeals.**

Pursuant to regulations of the board, the city manager may suspend, demote or otherwise discipline any employee in the classified service, except employees in the legal department, who may be disciplined by the city attorney. Such action shall be for cause only as specified in writing and delivered to the employee. Within thirty (30) days of such action, the employee may appeal the action of the city manager or the city attorney to the civil service board and a hearing shall be afforded by the board within fifteen (15) days from the taking of the appeal, unless further time be requested by the employee and allowed by the board. The board shall review the causes for such action and if the charges, in the opinion of the board, be sustained as sufficient and established, action shall be affirmed. If the charges shall be deemed insufficient or unfounded, the employee shall be reinstated with no loss of pay or other rights. The board shall have the power to issue subpoenas to witnesses, require the production of books and other records and administer oaths to persons testifying in any proceedings hereunder. The provisions of this section shall apply to matters of demotion, salary decrease or any other matter concerning which an employee may feel himself aggrieved. The board shall have the power to modify any decision of the city manager or city attorney and impose such punishment for violation of its rules as may be in such ruler provided. The board shall have the power to punish for contempt committed in its presence, which power may be enforced in the county court as for a violation of a city ordinance.

### **Sec. 7.6 Political activity.**

No person in the classified service, or seeking admission thereto, shall be appointed, promoted, demoted, removed, or in any way favored or discriminated against because of political opinion or affiliation.

### **Sec. 7.7 Pensions.**

The City Commission shall by ordinance provide for a pension and retirement system for employees of the city in the classified service. The fund established for such purpose may receive gifts, devises, bequests or other donations for the benefit of the fund. The City Commission may provide for the administration of the fund and the rate of contribution thereto by employees, and may make such contribution from public money of the city as it may deem necessary or appropriate. The City Commission shall have the power to make contracts of insurance with any insurance company, authorized to do business in the State of Florida, insuring the employees of the city, or any class or classes thereof, under a policy or policies of group insurance covering life, health, accident, and annuity insurance, or any of them. Premiums on any such contract shall be deemed paid for a municipal purpose.

## **Article VIII. Police Department.**

### **Sec. 8.1 Police Department.**

The City Commission shall provide for a police department to be headed by a Chief of Police appointed by the City Manager.

#### **Sec. 8.1.1 Personnel.**

There shall be as many officers, patrolmen, and other personnel as the City Commission shall approve, pursuant to recommendation of the Chief of Police and the City Manager.

#### **Sec. 8.1.2 Functions.**

The Chief of Police shall be responsible to the City Manager for the proper performance of his/her duties and for the administration of the affairs and duties of the Police Department. It shall be the duty of the department to enforce the ordinances of the City of North Miami Beach and to maintain and preserve order therein.

#### **Sec. 8.1.3 Powers.**

Members of the Police Department shall enjoy and possess such powers as may be authorized by the general laws of the State of Florida, this charter, and ordinances of the City of North Miami Beach, not inconsistent therewith.

## **Article IX. Effective Date, Preservation of Rights and Obligations, etc.**

### **Sec. 9.1 Effective Date.**

Upon approval by the City's electorate, this Charter shall become effective on the date of the City Commission's acceptance of final election returns, pursuant to the City's Special Election held on the 8th day of November, 2016.

### **Sec. 9.2 Ordinances Preserved.**

All ordinances and zoning regulations of the City in effect upon the adoption of this Charter, to the extent not inconsistent herewith, shall remain in full force and effect until amended or repealed.

### **Sec. 9.3 Officers, Employees and Agents.**

The adoption of this Charter, except as otherwise specifically provided, shall not affect or impair the rights, privileges or immunities of persons who are City officers, employees or agents at the time of adoption of this Charter. All elected officers holding office on the effective date of this Charter shall continue in office for the terms to which elected.

### **Sec. 9.4 Repeal of Former Charter Provisions.**

Subject to Sections 9.5 and 9.6 below, all Charter provisions in effect prior to the effective date of this Charter, are expressly repealed.

### **Sec. 9.5 Debts, Contracts and Assessments Preserved.**

No debt or obligation of contract of, or assessment by the City shall be impaired as a result of the adoption of this Charter, but all such debts, obligations and assessments shall pass to and be binding upon the City and other parties thereto in accordance with their terms and, to the extent applicable, the Charter of the City as in existence at the time of their incurrence or imposition, as applicable. All obligations and rights arising in

connection with projects financed pursuant to the former City Charter shall be unaffected and shall remain in full force and effect as if said Article had survived the adoption of this Charter.

**Sec. 9.6 Existing Rights, Obligations, Duties and Relationships.**

All rights, obligations, duties and relationships now existing by law or agreement between the City of North Miami Beach and other parties (including but not limited to other governmental units) shall be unaffected and shall remain in full force and effect.

**Sec. 9.7 Severability.**

If any section, sentence, clause or phrase of this Charter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Charter.

**Sec. 9.8 Charter Review.**

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

**CERTIFICATE OF COUNTY CANVASSING BOARD  
MIAMI-DADE COUNTY**

We, the undersigned, County Judge ANDREW S. HAGUE, **Chairperson**, County Judge SHELLEY J. KRAVITZ, **Member** and Supervisor of Elections CHRISTINA WHITE, **Member**, constituting the Miami-Dade County Canvassing Board and for said County, do hereby certify that we met on the 18<sup>th</sup> day of November, 2016 A.D., and proceeded publicly to canvass the votes for the **North Miami Beach Special Election** held on the Eighth day of November, 2016 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

**New City Charter for City of North Miami Beach**

Shall the City Charter be repealed and replaced with a new reformatted/amended Charter, to conform/update municipal home rule powers granted by Florida law; incorporate non-substantive stylistic changes; delete obsolete/redundant/preempted language; restructure City's Codebook by moving into Code "Canvassing Board" and "Water Board" sections, and Charter-designated City Departments (excluding Legal and Police); while retaining existing "Citizen's Bill of Rights", "Boundaries", "Form of Government", Charter Officer designation, and "Initiative/Referendum"?

YES 7,615 Votes

NO 4,427 Votes

**Number of Regular City Council Meetings**

Shall the City Charter be amended to reduce the number of regular City Council meetings from twice monthly to no less than 11 monthly meetings per year, with City Council to adopt by November 1 of each year a Resolution setting forth the schedule and number of Council meetings for the following calendar year?

YES 6,454 Votes

NO 5,597 Votes

**City Manager**

The Charter provides that City Manager is hired provisionally for first six months and thereafter reappointed for one-year terms, and upon serving five or more years is reappointed for two-year terms with removal for cause only--shall the Charter be amended to delete these restrictions thus granting City Council greater flexibility in determining terms of City Manager's employment, and to clarify/further define existing powers and duties of City Manager?

YES 7,901 Votes

NO 4,588 Votes

**City Attorney and City Clerk**

Shall the City Charter be amended to clarify and further define existing powers and duties of the City Attorney and City Clerk, and to also grant City Council optional authority to retain a law firm to serve as City Attorney instead of in-house City Attorney?

YES 7,039 Votes

NO 4,350 Votes

**Change of City's General Election Date**

Shall the City Charter be amended to change City's General Election date from May of odd-numbered years to November of even-numbered years (commencing with City's General Election in 2018), change candidate qualifying dates to correspond to November elections, and provide a one-time limited extension of 18 months to terms of incumbent Councilmembers to implement this change in election date?

YES 6,461 Votes

NO 5,742 Votes

**Term Limit & Service of Full Term**

The Charter establishes Councilmembers' four-year "term" and eight consecutive years "term limit", with ability to run again after 2-year break in service. Shall the Charter be amended to:

- Clarify language by changing "eight consecutive years" to "2 consecutive four-year terms";
- provide Councilmember's service exceeding 50% of a term (including to fill Council vacancy) constitutes a full "term";
- limit Councilmember to one additional term when term limit not met due to 50% rule?

YES 7,873 Votes

NO 4,493 Votes

**"Civil Service"**

Shall the City Charter be amended to delete the "Civil Service" (including the "Civil Service Board" and provisions concerning the Board's composition and authority), delete limits on provisional hiring and tenure of Department Heads appointed by the City Manager, and eliminate from Civil Service certain employment rights (including removal or discipline for cause, return to civil service position, Board rules, and appeals to Board), subject to union bargaining if necessary?

YES 5,043 Votes

NO 6,324 Votes

**City Council's Acceptance of Election Returns; Election to Fill Vacancy on Council**

Shall the Charter be amended to:

- Change timing of City Council's acceptance of election returns from Election night to the second business day following the official certification of final election returns; and
- change timing of special election to fill vacancy on Council from 35-60 to 35-90 days after vacancy occurs, and establish procedures for filling of vacancy caused by resignation?

YES 6,257 Votes

NO 5,175 Votes

**Reducing Quorum of City Council**

The City Charter provides that in order for the City Council to take action at any Council meeting, a "quorum" of the Council consisting of five of the seven Councilmembers must be present. Shall this "quorum" be reduced from five Councilmembers to four Councilmembers, as authorized by Florida law?

YES 5,376 Votes

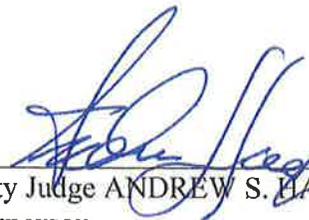
NO 6,220 Votes

**Changing name of “City Council” to “City Commission”**

The City Charter refers to the seven-member governing body of the City of North Miami Beach as the “City Council”, and its members as “Mayor and Councilpersons” or “Councilmembers”. Shall the Charter be amended to change the name of “City Council” to “City Commission”, change the name of its respective members from “Mayor and Councilperson”/“Councilmembers” to “Mayor and City Commissioners”, and to conform all related Charter references to this name change?

YES 6,156 Votes

NO 5,617 Votes



County Judge ANDREW S. HAGUE  
**Chairperson**

County Judge SHELLEY J. KRAVITZ  
**Member**



Supervisor of Elections CHRISTINA WHITE  
**Member**



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 Commission  
**FROM:** Ana M. Garcia, City Manager, ICMA-CM  
**VIA:** Richard G. Lorber, AICP, Director of Community Development  
**DATE:** Tuesday, December 6, 2016

**RE:** Ordinance 2016-15 Second and Final Reading (Richard Lorber, AICP, Director of Community Development)

### BACKGROUND ANALYSIS:

The City's fence height regulations have been in place for many years, and have resulted in the built pattern of fences existing in all of the City's various neighborhoods. Those regulations permit the height of fences for single-family homes to be four (4) feet high in the front yard area, and six (6) feet high in the side and rear yard areas.

On January 20, 2015 the City adopted Ordinance No. 2015-2, providing that the heights of elevation of any wall or fence shall be measured from the "crown of the road". Unfortunately, the adopted amendment has resulted in unexpected problematic consequences in single-family residential districts within the City that have contours and terrain.

Staff recommends measuring from "adjacent grade", which is the standard for measurement in most other municipalities. Application of the crown of road standard would result in incompatible fence heights and numerous non-conforming fences in many of the single-family districts. A literal reading of this provision as applied to properties with hills or grade differentials would mean that the fence separating the two houses would stand only about three feet high from the adjacent properties on each side, rendering the privacy fence useless and superfluous. Most zoning codes measure fence height from adjacent grade; adopting crown of the road for measuring the height of side and rear fences was an unintended mistake.

Staff has prepared the subject ordinance to correct this problem, measuring height of fences from adjacent grade of the subject property at the base of the fence, to the topmost point on the fence or fence post, or as reasonably determined by the

Community Development Director or designee based upon the existing ground conditions.

**RECOMMENDATION:**

The City's Planning & Zoning Board reviewed the proposed ordinance at its October 26, 2016 meeting, and unanimously recommended approval of the subject amending ordinance.

The Mayor and Council approved the proposed ordinance on first reading on November 15, 2016.

The Community Development Department recommends that the City Commission approve the proposed Ordinance upon second reading public hearing.

**FISCAL/BUDGETARY  
IMPACT:**

None.

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**ATTACHMENTS:**

[Ordinance 2016-15](#)

[Staff Report](#)

**ORDINANCE NO. 2016-15**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, "SUPPLEMENTAL REGULATIONS" SECTION 24-80 "FENCES, WALLS AND HEDGES", TO SPECIFY THAT HEIGHTS OF ELEVATION OF WALLS OR FENCES SHALL BE MEASURED FROM ADJACENT GRADE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 24-80 of the North Miami Beach Zoning and Land Development Code ("City Code") specifies the maximum height permitted for perimeter fences and walls to be four (4) feet in the front setback, and six (6) feet high for the side and rear setbacks; and

**WHEREAS**, Section 24-80 (C)(3)(a) specifies the manner in which the fence or wall height shall be measured; and

**WHEREAS**, On January 20, 2015, the City Council of the City of North Miami Beach ("City") amended Section 24-80 Fences, Walls, and Hedges in Ordinance No. 2015-2, to provide, in part, that the heights of elevation of any wall or fence shall be measured from the "crown of the road"; and

**WHEREAS**, the adopted amendment has resulted in unexpected problematic consequences in those single-family residential districts in the City that have hills or grade differentials, resulting in incompatible fence heights and numerous non-conforming fences; and

**WHEREAS**, Staff has prepared this ordinance in order to address compatibility concerns, consistency with surrounding neighborhoods, and to standardize how fences and walls are measured; and

**WHEREAS**, the City's Planning and Zoning Board, as the Local Planning Agency, held a duly noticed public hearing on October 26, 2016, and reviewed the proposed amendment for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval unanimously by a vote of 6 to 0; and

**WHEREAS**, the City Council believes the proposed amendment is consistent with the North Miami Beach Comprehensive Plan and is in the best interests of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of North Miami Beach, Florida:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2.** Article VIII of the City of North Miami Beach Zoning and Land Development Code, entitled Supplemental Regulations, is amended as follows:

**ORDINANCE NO. 2016-15**

**Sec. 24-80 - Fences, Walls and Hedges.**

\* \* \*

(3) *Maximum height:*

- (a) RS-1, RS-2, RS-3, RS-4, RS-5, MH-1, RD, and RO Zoning Districts: No fence or wall shall exceed six (6) feet in height within a required rear, corner side, and interior side yard, or four (4) feet in height within a required front yard. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features. Any questions as to such heights may be conclusively determined by a registered civil engineer, a registered land surveyor or an architect at the applicants cost. Fences around tennis courts will be permitted to a height of ten (10) feet. Solid waterfront walls and fences shall not be permitted in excess of three (3) feet in height. The heights of elevation of any wall or fence under this section shall be measured from adjacent grade of the subject property at the base of the fence to the topmost point on the fence or fence post, or as may be reasonably determined by the Community Development Director or designee based upon the existing ground conditions. ~~the crown of the road.~~
- (b) RM-19 Zoning District: See Section 24-47(D)(e).
- (c) RM-23, RM-32, and FCC Zoning Districts: No fence or wall shall exceed six (6) feet in height. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features.
- (d) Under all circumstances, in all residential districts the six-foot height of any fence or wall shall not begin prior to the front building line.
- (e) In all nonresidential districts, no fence, wall or hedge shall exceed six (6) feet in height, except as may be permitted or further restricted elsewhere in this section.

\* \* \*

**Section 3.** The Director of Community Development is hereby directed to make all necessary changes to the City of North Miami Beach Zoning and Land Development Code to implement the intent of this Ordinance.

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

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

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

**Section 7.** This Ordinance shall become effective ten days after adoption on second reading.

**APPROVED** on first reading this 15<sup>th</sup> day of November, 2016.

**APPROVED AND ADOPTED** on second reading this **6<sup>th</sup>** day of **December, 2016**.

**ATTEST:**

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

LANGUAGE

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM &  
& FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

Note: Proposed additions to existing City Code text are indicated by underline.



# **City of North Miami Beach, Florida**

**Community Development Department**

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## **CITY COMMISSION STAFF REPORT**

**TO: MAYOR AND CITY COMMISSION**

**FROM: ANA M. GARCIA, ICMA-CM, CITY MANAGER**

**VIA: RICHARD LORBER, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: DECEMBER 6, 2016**

**RE: ORDINANCE: ZONING TEXT AMENDMENT – FENCE HEIGHTS (Second Reading)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, "SUPPLEMENTAL REGULATIONS" SECTION 24-80 "FENCES, WALLS AND HEDGES", TO SPECIFY THAT HEIGHTS OF ELEVATION OF WALLS OR FENCES SHALL BE MEASURED FROM ADJACENT GRADE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

***Request:***

The applicant, City of North Miami Beach, proposes a text amendment to Section 24-80 of the North Miami Beach City Code, in order to specify that the height of walls and fences permitted shall be measured from adjacent grade.

***Background:***

The City's fence height regulations have been in place for many years, and have resulted in the built pattern of fences existing in all of the City's various neighborhoods. Those regulations permitted the height of fences for single-family homes to be four (4) feet high in the front yard area, and six (6) feet high in the side and rear yard areas. This is very standard and is similar to many other local municipalities. As per the older regulations, the height of fences was specified to be measured from the finished floor elevation of the home.

In recent years, as the minimum flood elevation for new construction has been raised, primarily in the low-lying Eastern Shores neighborhood, houses have been getting higher, and consequently a concern was raised about measuring fence heights from finished floor elevation. The Planning & Zoning Division brought forward an amendment to address this phenomena, having seen a proposal for an abnormally tall front yard wall, which would have met the code because it was measured from a very tall finished floor elevation. The amendment was adopted primarily to address compatibility concerns in the RS-1 (Eastern Shores) single-family residential district.

Staff had recommended measuring from “adjacent grade”, which is the standard for measurement in most other municipalities. However, the Planning & Zoning Board recommended measuring from “crown of road”, and the ordinance was processed and adopted with the crown of road language.

Ordinance No. 2015-2 was adopted on January 20, 2015 providing that the heights of elevation of any wall or fence shall be measured from the “crown of the road”.

***Planning and Zoning Department Analysis:***

Unfortunately, the adopted amendment has resulted in unexpected problematic consequences in other single-family residential districts in the City. While it is OK for areas like Eastern Shores, which are basically flat, in other areas of the City that have more significant contours and terrain, the provision to measure from crown of road becomes unworkable. Application of the crown of road standard would result in incompatible fence heights and numerous non-conforming fences in many of the single-family districts.

In certain cases, for example in the Skylake neighborhood, homes actually slope up from the street two or three feet, to the elevation of the home. In the rear, many of the backyards slope back down again to the shore of the lake. These significant grade differences make it impossible to construct a reasonably high privacy fence between two homes under the crown of road standard. A literal reading of this provision as applied to properties with hills or grade differentials would mean that the fence separating the two houses would stand only about three feet high from the adjacent properties on each side, rendering the privacy fence useless and superfluous. This is why the great majority of zoning codes measure fence height from adjacent grade, and why adopting crown of the road for measuring the height of side and rear fences was an unintended mistake.

Staff has prepared the subject ordinance to correct this problem that was created with the 2015 amendment. Staff proposes measuring height of fences from adjacent grade of the subject property at the base of the fence, to the topmost point on the fence or fence post, or as reasonably determined by the Community Development Director or designee based upon the existing ground conditions. This is an improvement from the previous provision measuring from finished floor elevation, but would avoid problems like these with properties that vary in elevation.

A temporary moratorium to suspend enforcement and preserve the status quo during the planning process was adopted by the Mayor and Council on October 4, 2016 in order to ensure the problematic consequences are not exacerbated. The temporary moratorium on the enforcement of fence height regulations in single-family neighborhoods will automatically dissolve upon the adoption of this amendment to the North Miami Beach Zoning and Land Development Code, or by April 4, 2017, whichever comes first.

***Planning & Zoning Board Recommendation:***

The City's Planning & Zoning Board reviewed the proposed ordinance at its October 26, 2016 meeting, and unanimously recommended approval of the subject amending ordinance.

***Community Development Department Recommendation:***

The Community Development Department recommends that the Mayor and Commission approve the proposed Ordinance upon second reading public hearing.