



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 Frantz Pierre
Councilman Anthony F. DeFillipo
Councilwoman Marlen Martell
Councilwoman Phyllis 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 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. Swearing-In of Officer Stevens Dostaly (William Hernandez, Chief of Police)**
 - 5.2. Web Portal Presentation (Mark Perkins)**
- 6. PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and

figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS - None

8. CONSENT AGENDA

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

8.2. Resolution R2016-88 (Councilman Anthony 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.

8.3. 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).

8.4. Resolution R2016-90 (Jeffrey Thompson, P.E., 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.

8.5. Resolution R2016-95 (Janette Smith, CPA, Finance Director, 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*.

9. CITY MANAGER'S REPORT

9.1. Veterans Day Service, November 11, 2016 (Paulette Murphy, Director of Parks & R.E.C.)

9.2. Upcoming November Library Events (Edenia Hernandez, Library Manager)

9.3. Household Hazardous Waste Collection Day, Saturday, November 12, 2016 (Esmond K. Scott, Assistant City Manager)

9.4. NMB Water Frequently Asked Questions & Town Hall Meetings with Staff (Jeffrey Thompson, P.E., Director of NMB Water)

9.5. Property and Worker Compensation Insurance Emergency Purchase (Candido Sosa-Cruz, Deputy City Manager)

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. DISCUSSION ITEMS

14.1.North Miami Beach November 8th Special Election Ballot Questions (Mayor Vallejo)

15. LEGISLATION

15.1. 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)

15.2. 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*.

15.3. 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 (Tussie claim settlement) HR

15.4. 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 157th TERRACE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$10,000.00 AND PROVIDING FOR AND EFFECTIVE DATE.

15.5.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.

15.6.Ordinance 2016-12 First Reading by Title Only (Joel Wasserman, CPPO, 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.

15.7.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.
- 15.8. Ordinance 2016-14 First Reading by Title Only (Richard Lorber AICP, Community Development Director)**

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.

- 16. CITY COUNCIL REPORTS**
- 17. NEXT REGULAR CITY COUNCIL MEETING**
Tuesday, November 15, 2016
- 18. ADJOURNMENT**



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager, ICMA-CM
VIA:
DATE: Tuesday, November 1, 2016
RE: Pastor Nathan Adams, Fulford United Methodist Church

BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:

ATTACHMENTS:

None



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MEMORANDUM

 [Print](#)

TO: Mayor and City Council

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

VIA: William Hernandez, Chief of Police

DATE: Tuesday, November 1, 2016

RE: Swearing-In of Officer Stevens Dostaly (William Hernandez, Chief of Police)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

None



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MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager, ICMA-CM
VIA: Mark Perkins, Public Information Officer
DATE: Tuesday, November 1, 2016
RE: Web Portal Presentation (Mark Perkins)

BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:

ATTACHMENTS:

 [Presentation](#)



CUSTOMER WEB PORTAL

CITY COUNCIL MEETING

TUESDAY, NOVEMBER 1, 2016

CUSTOMER WEB PORTAL

- **CUSTOMER BENEFITS**
 - **VIEW USAGE IN NEAR REAL TIME**
 - **COMPARE WATER USE TO OTHER USERS**
 - **SET WATER USE ALERTS**
 - **MODIFY CONSUMPTION HABITS**
- **REGISTER ONLINE WITH ACCOUNT AND METER NUMBER**

Account:

Meter:

Water -

3

Goals

[Goal settings ...](#)

Goal this month: **4,961.470 Gallons**

Usage as of September 19 2016: **2,477.400 Gallons**



Meter reading as of: September 18 2016

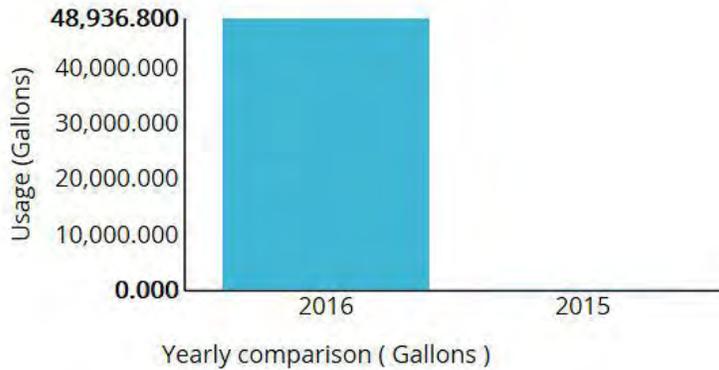
114

Daily

30 day average: 145.317 Gallons [More info...](#) [Daily alerts...](#)

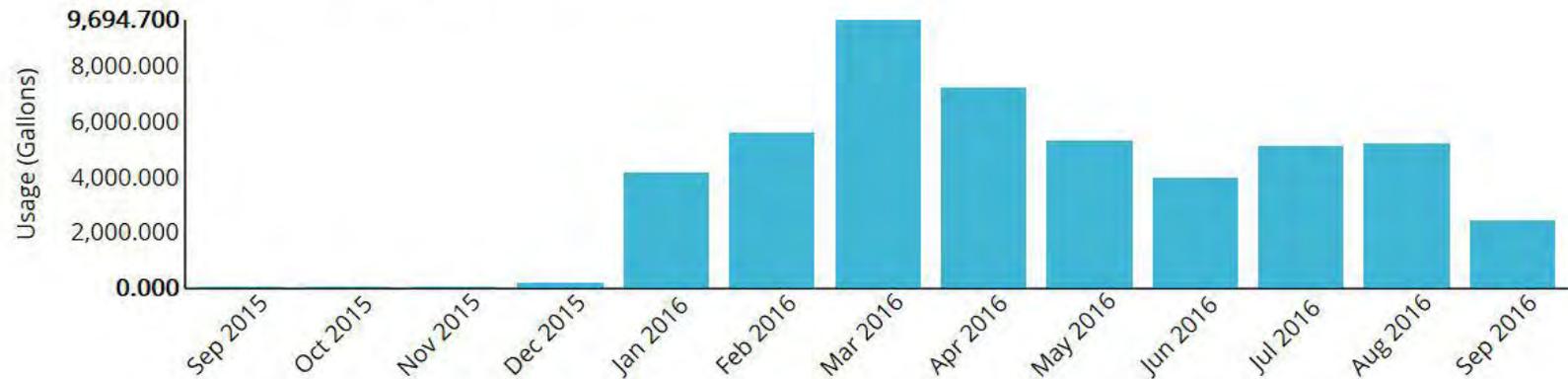


Comparison



Monthly

12 month average: 3,889.283 Gallons [More info...](#)



Account:

Meter:

Water -

4

Goals

[Goal settings...](#)

Goal this month: **4,961.470 Gallons**

Usage as of September 19 2016: **2,477.400 Gallons**

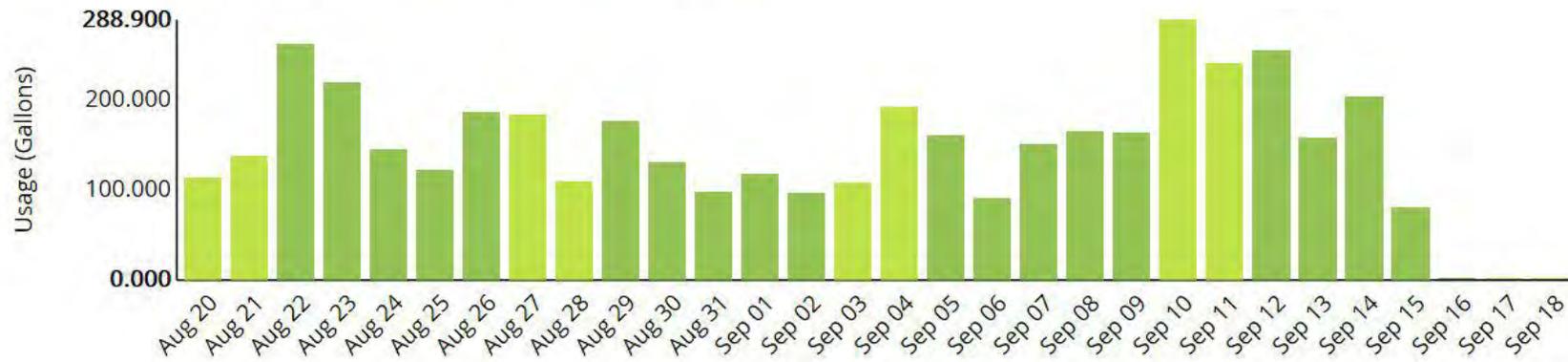


Meter reading as of: September 18 2016

114

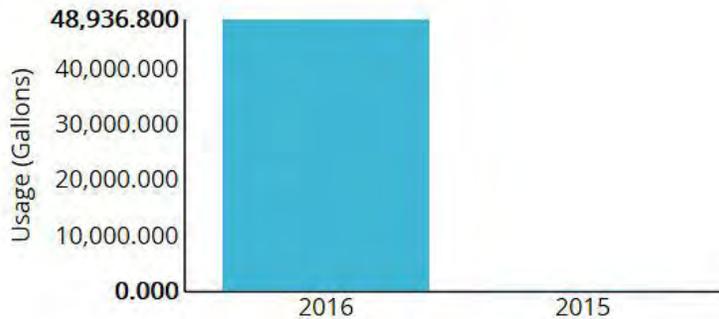
Daily

30 day average: 145.317 Gallons [More info...](#) [Daily alerts...](#)



[Previous](#) [Next](#)

Comparison

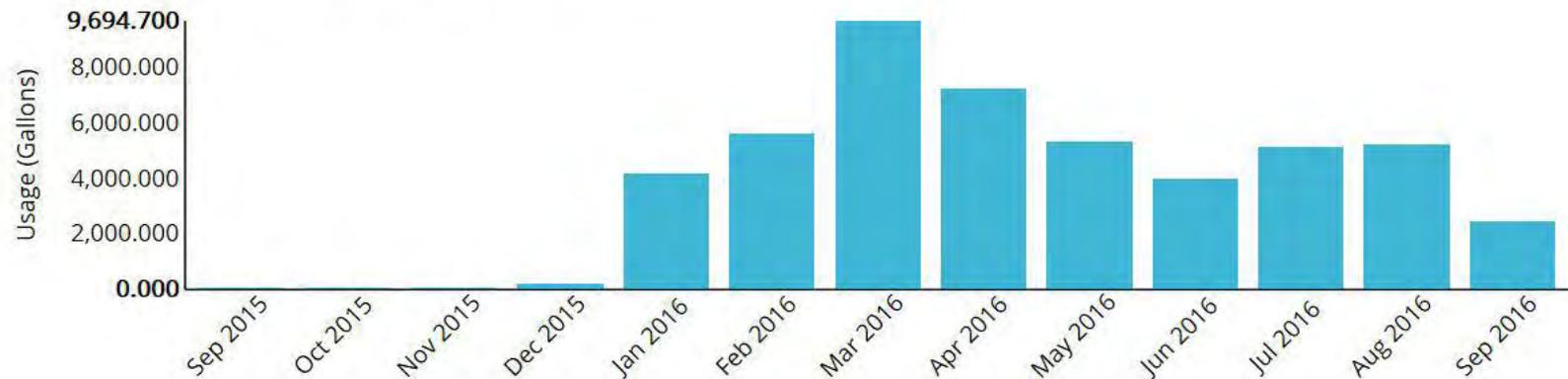


Yearly comparison (Gallons)



Monthly

12 month average: 3,889.283 Gallons [More info...](#)



Goals

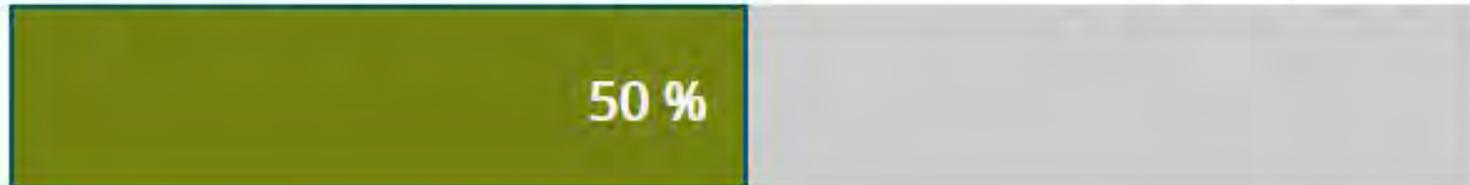
[Goal settings ...](#)

Goal this month:

4,961.470 Gallons

Usage as of September 19 2016:

2,477.400 Gallons



Meter reading as of: September 18 2016

1	1	4
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Goals

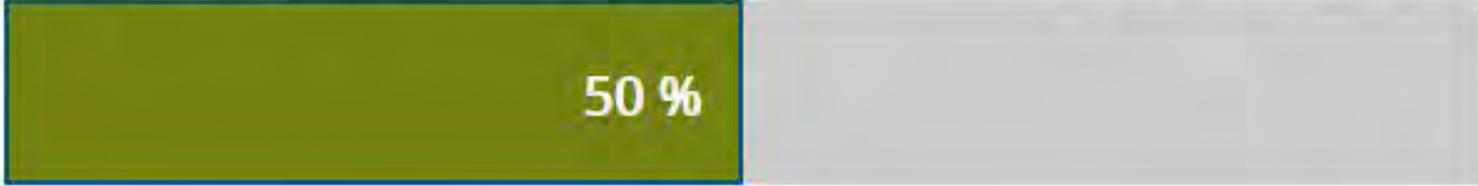
[Goal settings ...](#)

Goal this month:

4,961.470 Gallons

Usage as of September 19 2016:

2,477.400 Gallons



50 %

Meter reading as of: September 18 2016

1	1	4
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Account:

Meter:

Water:

8

Goals

[Goal settings ...](#)

Goal this month: **4,961.470 Gallons**

Usage as of September 19 2016: **2,477.400 Gallons**



Meter reading as of: September 18 2016

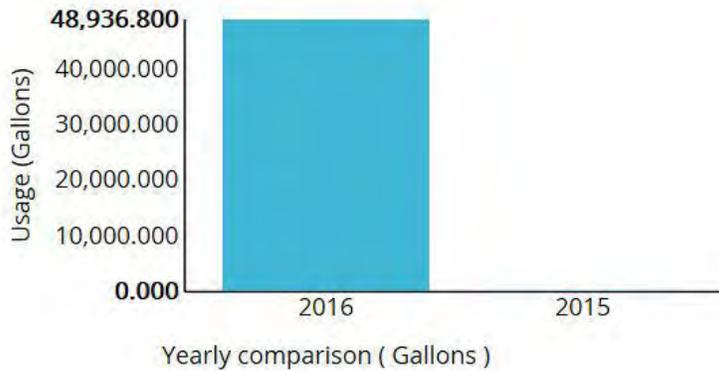
114

Daily

30 day average: 145.317 Gallons [More info...](#) [Daily alerts...](#)

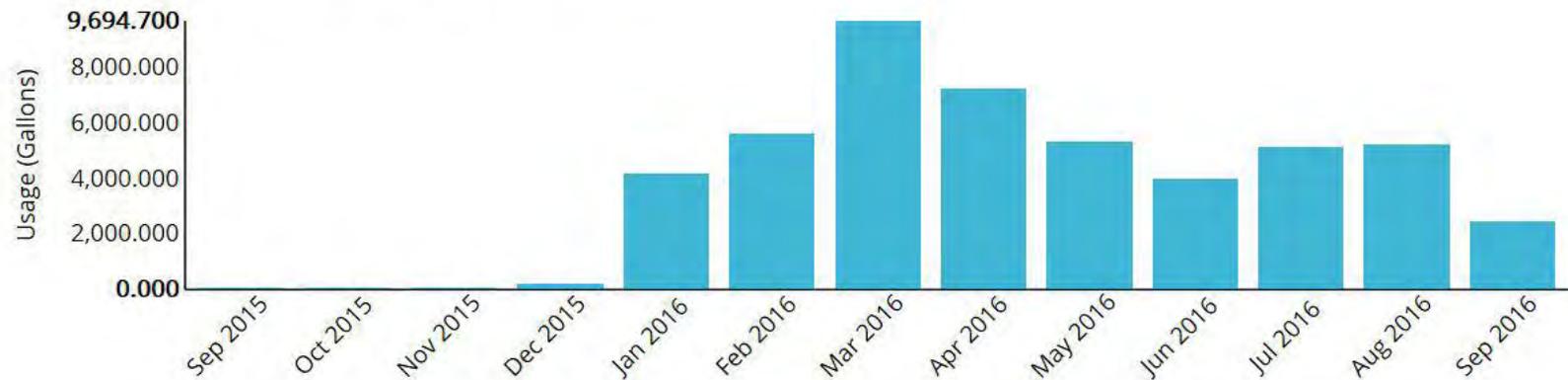


Comparison



Monthly

12 month average: 3,889.283 Gallons [More info...](#)





Account:

Meter:

Water -

Daily

30 day average: 145.317 Gallons

[More info...](#)

[Daily alerts...](#)



Previous Next



Account:

Meter:

Water -

Daily

30 day average: 145.317 Gallons

[More info...](#)

[Daily alerts...](#)



Previous

Next



Account:

Meter:

Water -

Daily

30 day average: 145.317 Gallons

[More info...](#)

[Daily alerts...](#)



Previous

Next



Account:

Meter:

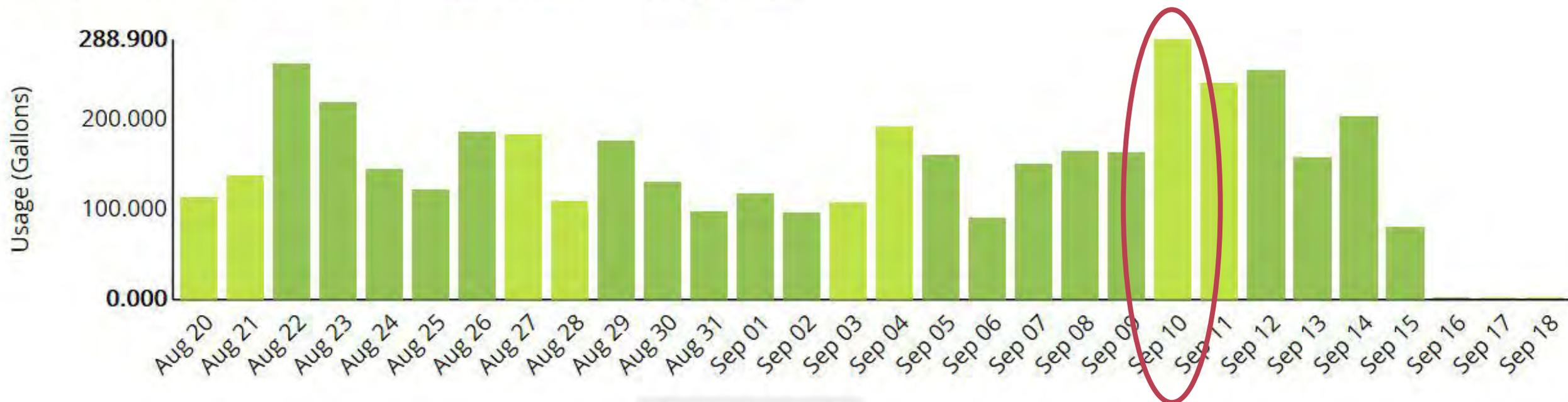
Water -

Daily

30 day average: 145.317 Gallons

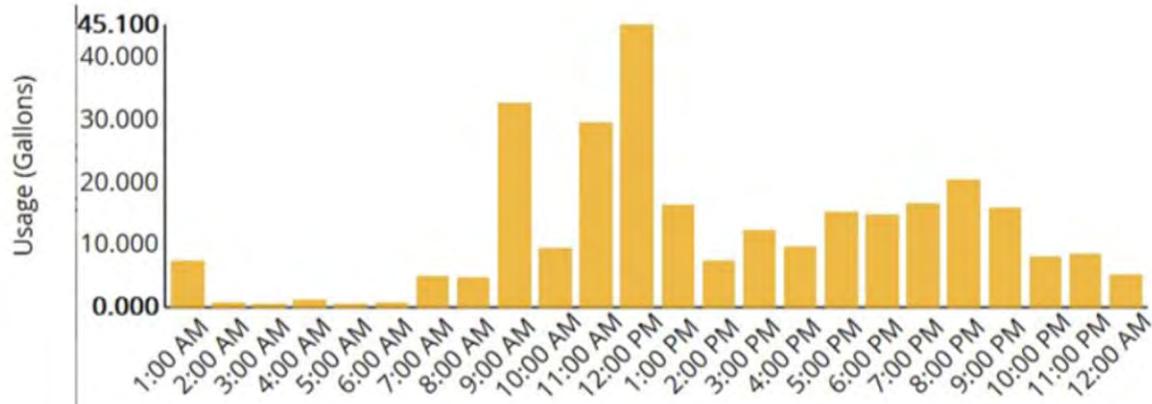
[More info...](#)

[Daily alerts...](#)



Previous Next

Sep 10 Usage (Gallons)

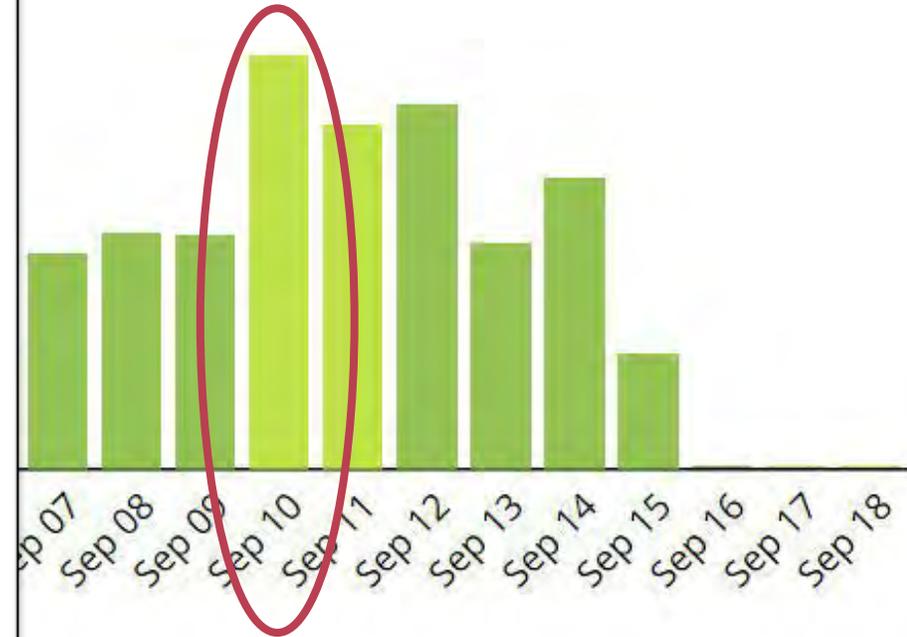


Usage	Degrees (F)
6:00 AM	0.700
7:00 AM	5.100
8:00 AM	4.900
9:00 AM	32.700
10:00 AM	9.500
11:00 AM	29.600
12:00 PM	45.100
1:00 PM	16.300

Close

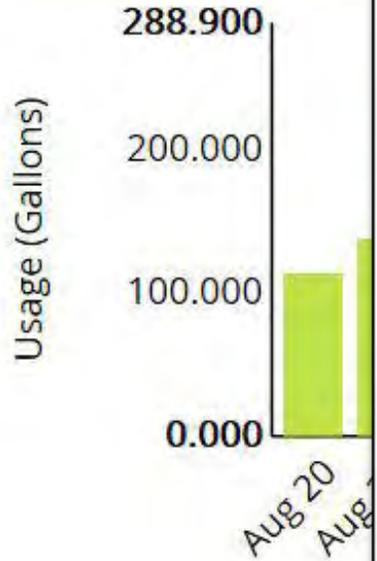
Meter:

Water -



Daily

30 day average: 14



Account:

Meter:

Water -

16

Goals

[Goal settings ...](#)

Goal this month: **4,961.470 Gallons**

Usage as of September 19 2016: **2,477.400 Gallons**

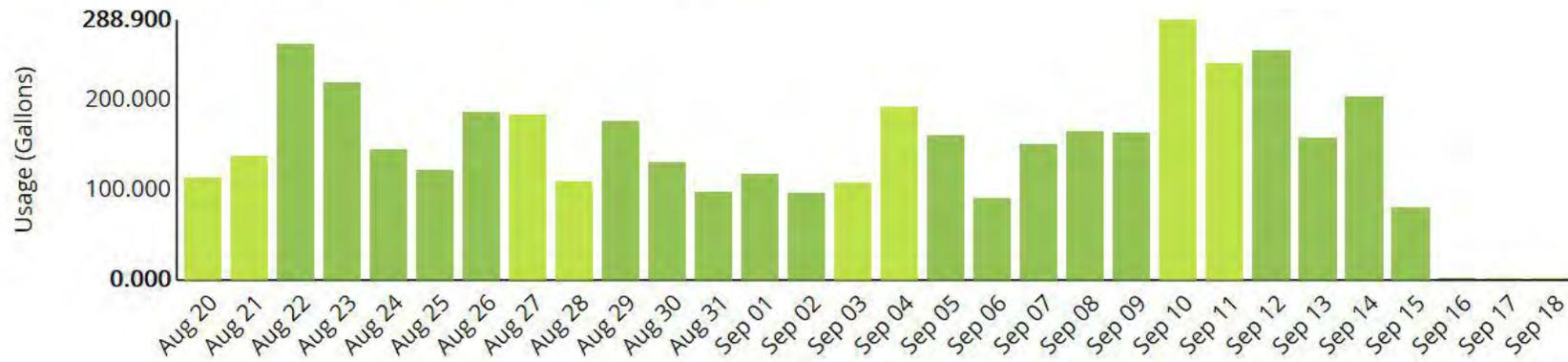


Meter reading as of: September 18 2016

114

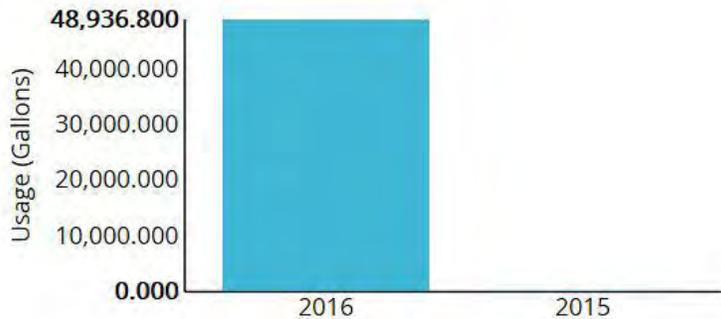
Daily

30 day average: 145.317 Gallons [More info...](#) [Daily alerts...](#)



[Previous](#) [Next](#)

Comparison

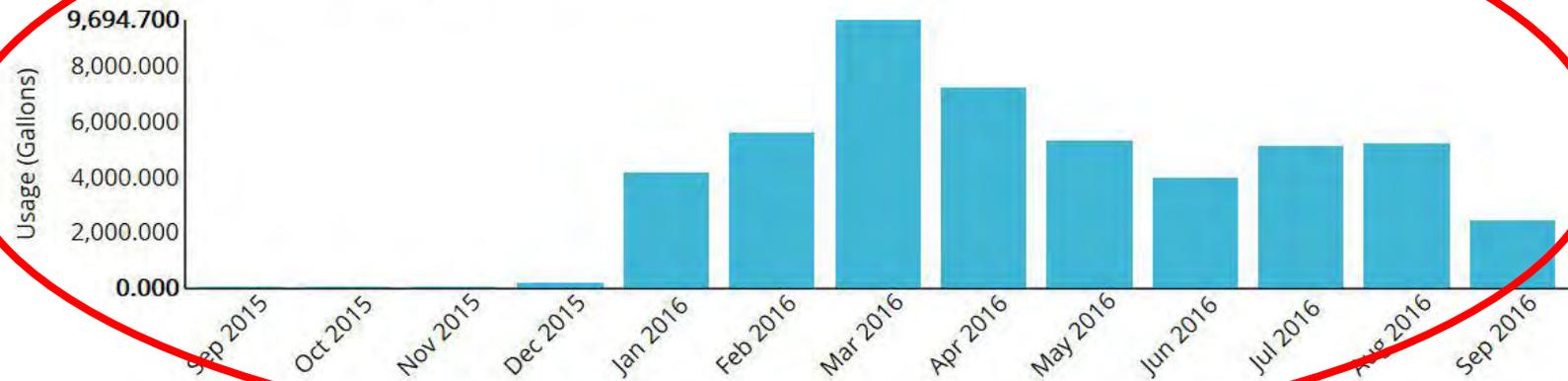


Yearly comparison (Gallons)



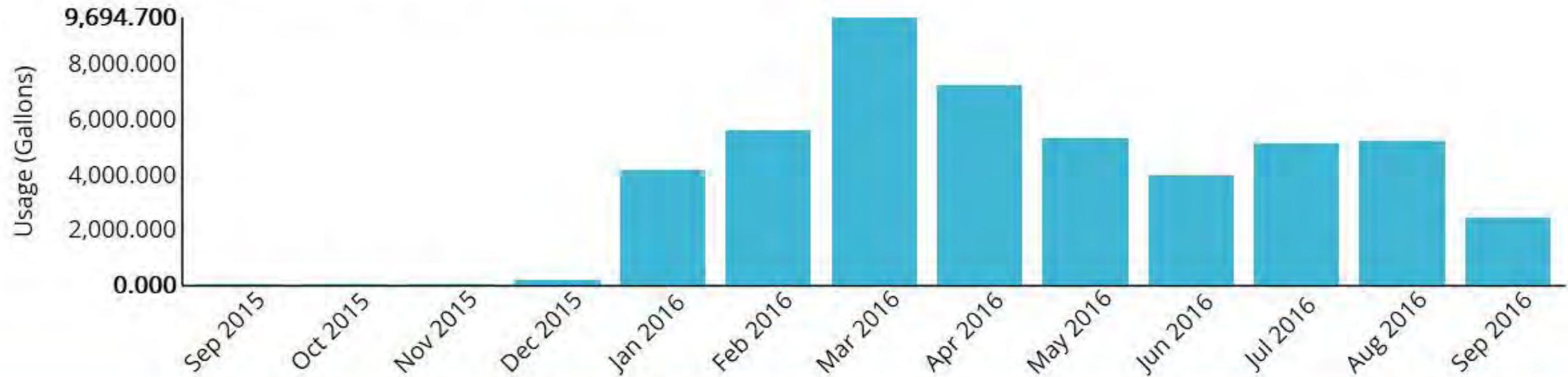
Monthly

12 month average: 3,889.283 Gallons [More info...](#)



Monthly

12 month average: 3,889.283 Gallons [More info...](#)



Account:

Meter:

Water -

18

Goals

[Goal settings ...](#)

Goal this month: **4,961.470 Gallons**

Usage as of September 19 2016: **2,477.400 Gallons**

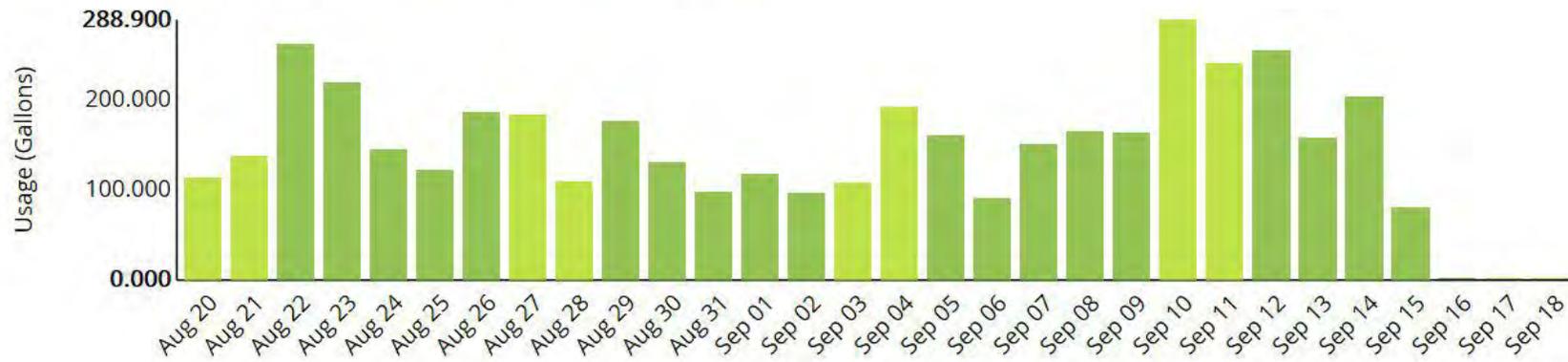


Meter reading as of: September 18 2016

114

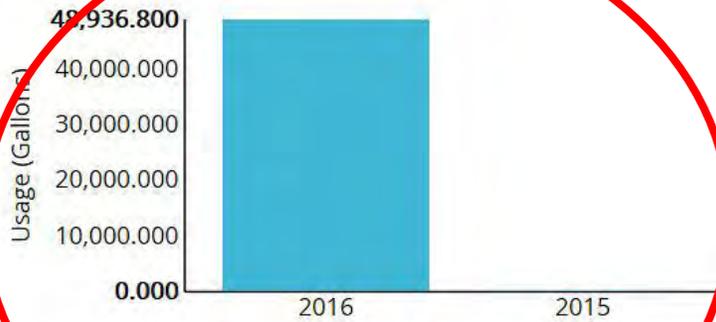
Daily

30 day average: 145.317 Gallons [More info...](#) [Daily alerts...](#)



[Previous](#) [Next](#)

Comparison

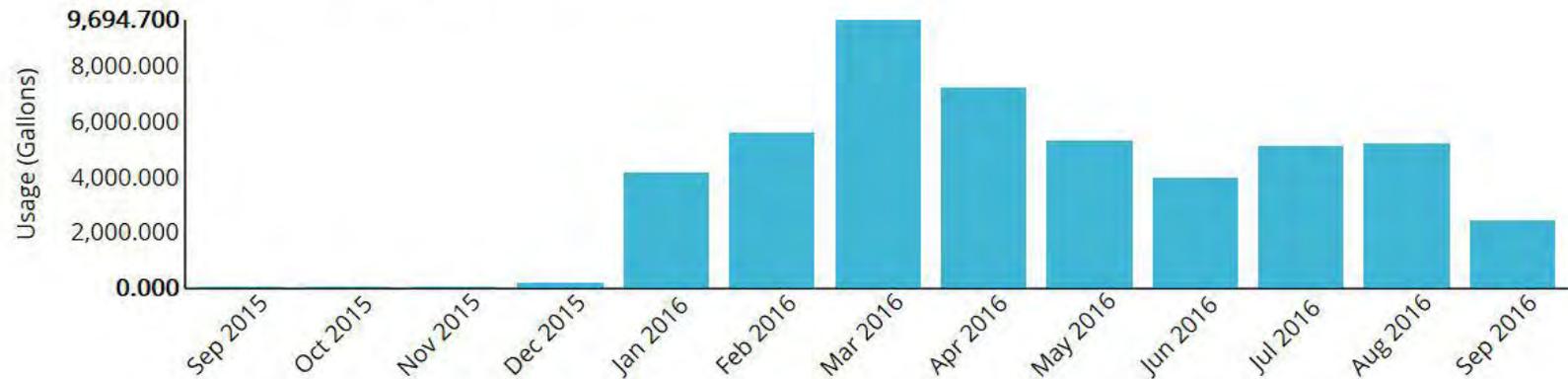


Yearly comparison (Gallons)

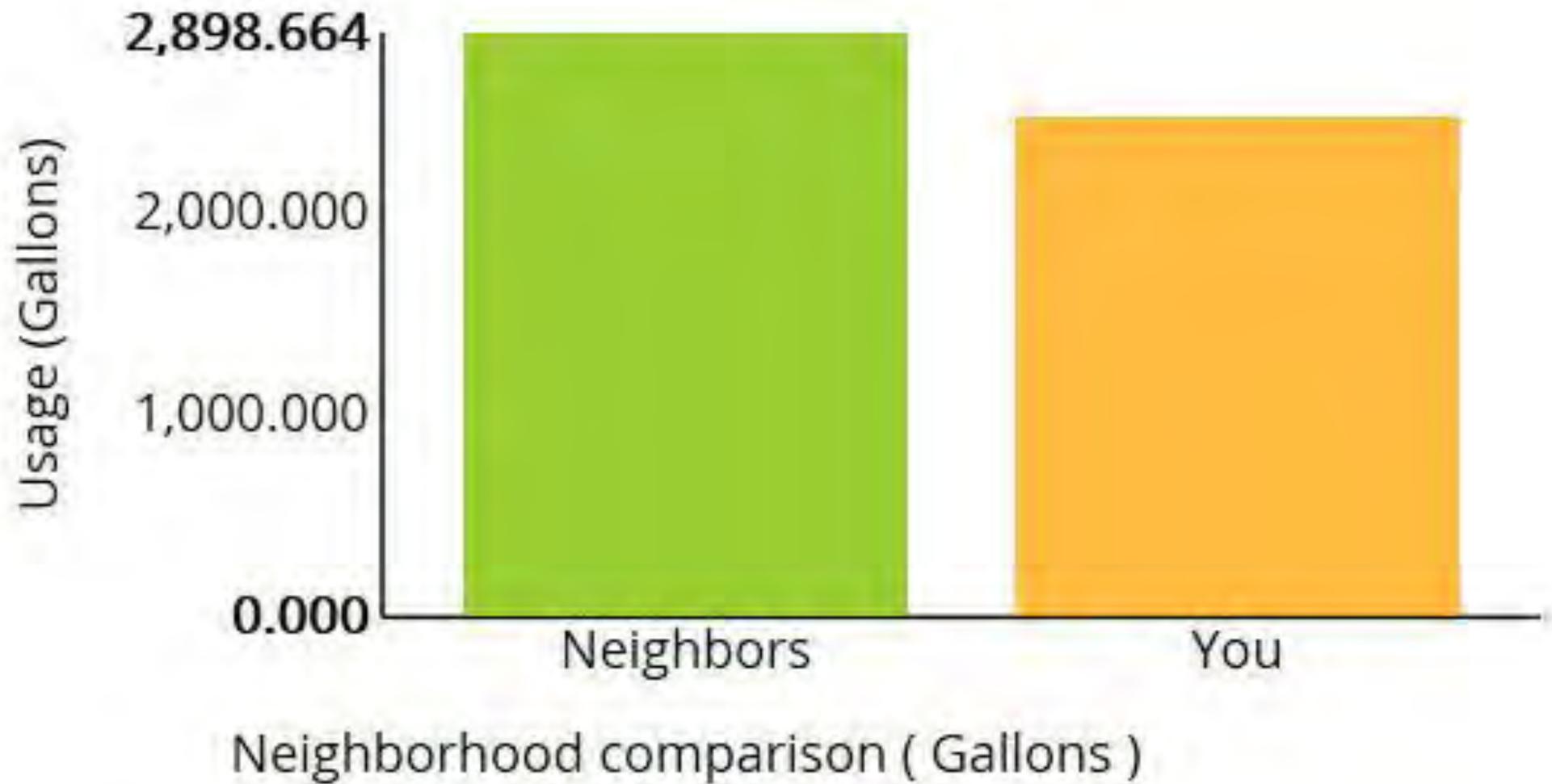


Monthly

12 month average: 3,889.283 Gallons [More info...](#)



Comparison



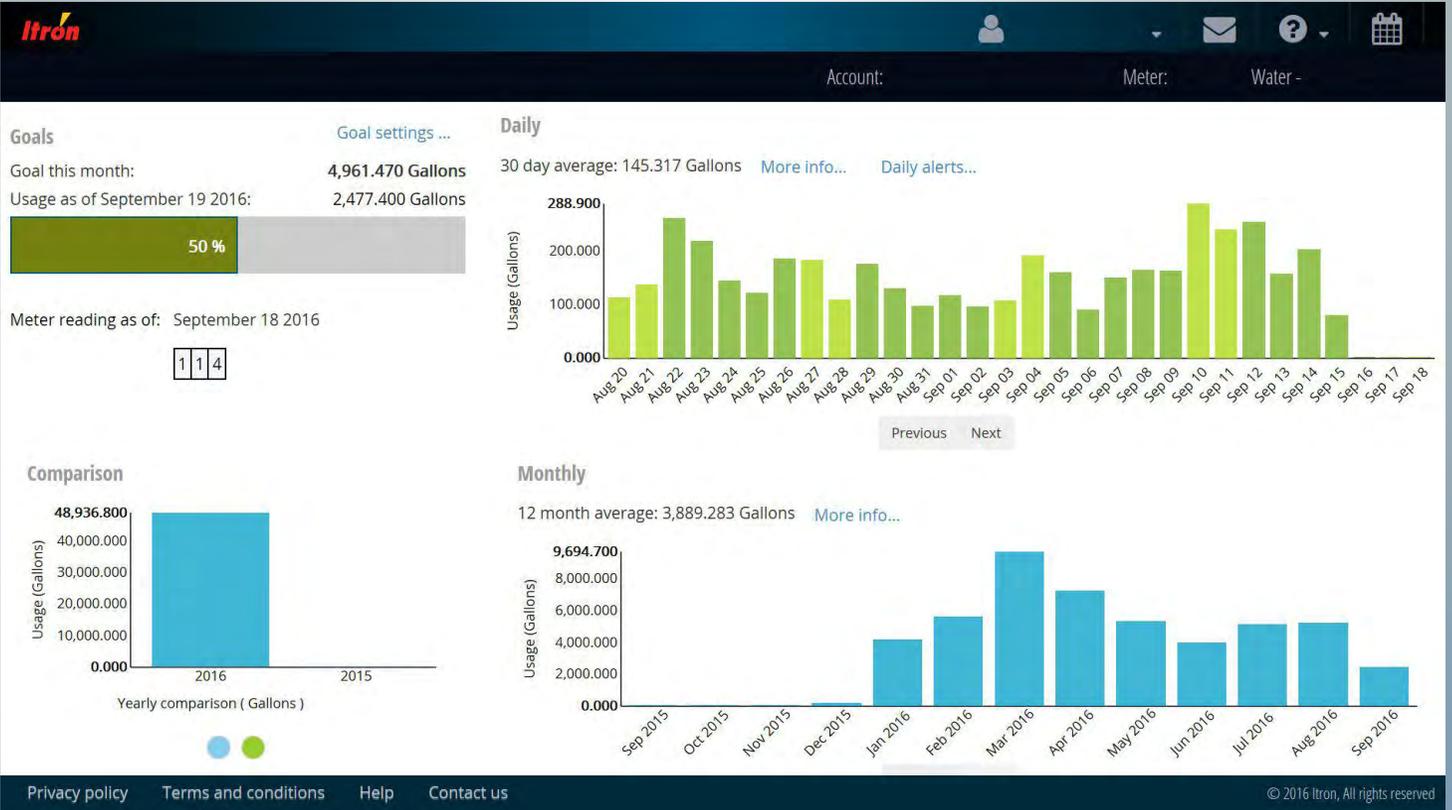
CUSTOMER WEB PORTAL

- **ROLLING OUT TO CUSTOMER AREAS**
 - **NOVEMBER BILLS**
 - **DECEMBER BILLS**
 - **JANUARY BILLS**

CUSTOMER WEB PORTAL

22

- **COMMUNICATION**
 - **NOTIFICATIONS & INSERTS IN WATER BILL**
 - **WEBSITE AND SOCIAL MEDIA SITES**
 - **CHANNEL 77**
 - **CITYLINE**
 - **NOTICES TO MUNICIPAL PARTNERS**



QUESTIONS





CITY OF NORTH MIAMI BEACH
City Council Meeting
City Hall, Council Chambers, 2nd Floor
17011 NE 19th Avenue
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Tuesday, October 4, 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
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City Council Regular Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:30pm. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, Council Members Anthony F. DeFillipo, Marlen Martell, 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. Councilman Frantz Pierre was absent.

INVOCATION by Pastor Nathan Adams of Fulford United Methodist Church.

PLEDGE OF ALLEGIANCE was led by Mayor and Council.

Mayor Vallejo discussed the new procedure that the Council will follow on adopting the agenda and requesting additions, withdrawals, and deferrals to the agenda at the beginning of every Council meeting. Mayor Vallejo stated that any change to the agenda will be treated the same as a motion, and if it gets a second, the Council will then decide by vote whether to add, withdraw, or defer the item.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

City Clerk Latimore announced that the NMB Water Customer Portal Update will be deferred until the next Council meeting at the request of City administration and Councilman Pierre called and said he will be absent from the meeting and asked to defer the discussion item concerning City Attorney Smith.

Councilwoman Spiegel requested to pull the Regular Meeting Minutes of September 20, 2016 from the Consent Agenda for discussion.

Motion to defer the NMB Water Customer Portal Update presentation until the next Council meeting.

Voice Vote: MOTION PASSED 6-0 with Councilman Pierre and Councilwoman Smith absent.

Motion to defer the discussion item concerning City Attorney Smith.

Voice Vote: MOTION PASSED 6-0 with Councilman Pierre and Councilwoman Smith absent.

Motion to pull the Regular Meeting Minutes of September 20, 2016 from the Consent Agenda for discussion.

Voice Vote: MOTION PASSED 4-2 with Mayor Vallejo and Councilman DeFillipo opposed and Councilman Pierre and Councilwoman Smith absent.

PRESENTATIONS/DISCUSSIONS

Director of Finance Janette Smith presented the Third Quarter Financial Analysis for Fiscal Year 2016, including revenue analysis by fund, expenditure analysis by fund, and salaries and related benefits analysis. The City had an overall net favorable position driven by the timing of revenues and expenditures primarily from the General Fund, Water Fund, and Enterprise Impact Fees funds.

City Manager Garcia informed the Mayor and Council that the City currently has a RFP out for audited services and a new firm will be chosen for Fiscal Year 2017.

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. Sandra Douglas - 1523 N.E. 152nd St., North Miami Beach, FL.
2. Ketley Joachim - 210 N.E. 170th St., North Miami Beach, FL.
3. Terrence Camenzuli - 17151 N.E. 17th Ave., North Miami Beach, FL.
4. Mubarak Kazan - 15564 N.E. 12th Ave., North Miami Beach, FL.
5. Bruce Lamberto - 3420 N.E. 165th St., North Miami Beach, FL.

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

There were no **APPOINTMENTS**.

CONSENT AGENDA

Special Meeting Minutes of July 26, 2016 (Pamela L. Latimore, City Clerk)

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

Special Meeting Minutes of August 25, 2016 (Pamela L. Latimore, City Clerk)

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

Budget Hearing Minutes of September 20, 2016 (Pamela L. Latimore, City Clerk)

Regular Meeting Minutes of September 20, 2016 (Pamela L. Latimore, City Clerk)

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

Resolution R2016-83 (William Hernandez, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXCEUTE A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND PARTICIPATING AGENCIES FOR THE PURPOSE OF CREATING THR CHILD ABDUCTION RESPONSE TEAM (CART) AND FOR COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE THAT CROSSES JURISDICTIONAL LINES.

Resolution R2016-84 Fulford Monument Restoration Grant (Esmond Scott and Richard Lorber)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE STATE OF FLORIDA, DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES, SPECIAL CATEGORY GRANT PROJECT APPLICATION FOR THE REPAIR AND RESTORATION OF THE FULFORD-BY-THE-SEA MONUMENT IN AN AMOUNT NOT TO EXCEED \$112,500.00; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.

Councilwoman Smith asked to pull the Special Meeting Minutes of July 26, 2016 and the Special Meeting Minutes of August 25, 2016 from the Consent Agenda for discussion and the requested motion was passed by a consensus of the Council.

Motion to approve the Consent Agenda consisting of the Budget Hearing Minutes of September 20, 2016, Resolution R2016-83 and Resolution R2016-84 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

MOTION PASSED 6-0 with Councilman Pierre absent.

CITY MANAGER'S REPORT

City Manager Garcia provided an update on hurricane preparations in North Miami Beach and Deputy City Manager Candido Sosa-Cruz discussed cleanup efforts after a storm.

Director of Community Development Richard Lorber stated that city staff has been monitoring the proposed medical marijuana legislation and will recommend amending the zoning code to address the number and location of dispensing facilities and adopting land use and permit requirements and local business tax receipt regulations.

Director of Community Development Richard Lorber announced that Peoples Gas System, Inc. has submitted a request to designate land located at 15779 West Dixie Highway, 15700 Biscayne Boulevard, and 15902 Biscayne Boulevard as Green Reuse Areas and there will be two public hearings on October 18, 2016 and November 1, 2016.

City Manager Garcia announced the Farm Share free food distribution event in partnership with State Representative Barbara Watson taking place on October 8, 2016 from 10am-1pm at Allen Park located at 1770 N.E. 162nd Street.

City Manager Garcia and Vice Mayor Kramer discussed the NMB Magical History Tour taking place on October 16, 2016 starting at 1pm at the North Miami Beach library located at 1601 N.E. 164th Street and

the ground breaking ceremony and presentation at 4pm for the restoration and enhancement of the Fulford Fountain located at N.E. 172nd Street and N.E. 23rd Avenue.

City Manager Garcia announced the Monster Mash Bash Halloween event taking place on October 31, 2016 from 6pm-10pm at Mishcon Field located at 16601 N.E. 15th Avenue.

Chief of Staff Nicole Gomez announced the Jack Ross street naming ceremony taking place on October 7, 2016 at 10am for the location of N.E. 15th Avenue between N.E. 163rd Street and N.E. 170th Street. The event would be rescheduled due to weather issues if necessary.

CITY ATTORNEY'S REPORT

City Attorney Smith reported that a new mortgage foreclosure file was opened and a mortgage foreclosure case was recently closed.

Councilwoman Spiegel asked if the Olympic Tower project will be coming back before the Planning and Zoning Board and City Attorney Smith stated that it will come back because there was no quorum at the meeting when the item was heard and confirmed that it was the Detox Center project.

MAYOR'S DISCUSSION

Chief of Staff Nicole Gomez stated that artist Stephane Bolongaro has invited four representatives of the City to attend an art show exhibition taking place in Monte Carlo in March of 2017, including airfare, transportation, and hotel.

Councilwoman Spiegel asked if the trip could be accepted and City Attorney Smith stated that it was allowed as long as it was disclosed as a gift.

Vice Mayor Kramer, Councilwoman Martell, Councilwoman Smith, and Councilwoman Spiegel expressed interest in attending the event without the use of taxpayer money.

Mayor Vallejo asked City Manager Garcia to find out further details and information before any decision is made.

MISCELLANEOUS ITEMS

City Clerk Latimore discussed the Special Election Voter's Guide that will be mailed to all 20,085 registered voters in North Miami Beach. The guides are in the process of being printed and they were professionally translated in English, Spanish, and Creole. There is a Town Hall meeting scheduled for October 6, 2016 at 6pm in the City Hall council chambers to discuss the proposed charter amendments. The event would be rescheduled due to weather issues if necessary.

DISCUSSION

The discussion item concerning the employment of City Attorney Smith was deferred to a future meeting.

LEGISLATION

Ordinance 2016-9 Second and Final Reading (Jose Smith, City Attorney)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CITY OF NORTH MIAMI BEACH CITY CODE CHAPTER II ENTITLED "STRUCTURE OF CITY GOVERNMENT", SECTION 2-1 ENTITLED "CITY COUNCIL", SUBSECTION 2-1.1 ENTITLED "MEETINGS OF THE CITY COUNCIL" AT SUBSECTION (a) THEREOF TO ESTABLISH AN ETHICAL DUTY OF CITY COUNCILMEMBERS TO REMAIN AT CITY COUNCIL MEETINGS DURING THE ENTIRETY OF ANY SUCH

COUNCIL MEETING AND PROVIDING FOR JURISDICTION OF MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST TO ENFORCE THIS SUBSECTION; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

Motion to approve Ordinance 2016-9 made by Councilman DeFillipo, seconded by Councilwoman Martell.

City Attorney Smith provided an explanation of the ordinance stating that the City Code is being amended to require an ethical duty to remain at City Council meetings. He expressed that it is not a violation of Constitutional rights and commended Councilwoman Kramer for bringing it forward.

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

1. Bruce Lamberto - 3420 N.E. 165th St., North Miami Beach, FL.
2. Mubarak Kazan - 15564 N.E. 12th Ave., North Miami Beach, FL.

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

Councilwoman Spiegel expressed her opposition towards the ordinance and apologized to North Miami Beach resident Chuck Cook for being named in a Memorandum of Law public document. Vice Mayor Kramer stated that the ordinance was not directed at particular individuals and the act of leaving Council meetings should not set a precedent for future elected officials. Councilwoman Smith expressed her opposition towards the ordinance, mentioned HIPAA law rights, and said an investigation was started. Councilman DeFillipo expressed his support towards the ordinance. Mayor Vallejo expressed his support towards the ordinance and confirmed that it is not directed at any particular person and applies to everyone equally. City Attorney Smith stated that there is nothing in the ordinance that would require anyone to disclose HIPAA protected information and confirmed that the Miami-Dade Ethics Commission would enforce the ordinance. City Manager Garcia stated that there is no investigation in regards to how the health insurance plan was procured. City Attorney Smith stated that meetings and interviews were conducted following the allegations of a former employee of the Human Resources department and it is not related to the procurement of the City's health insurance plan.

Roll Call Vote

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

MOTION PASSED 4-2 on Second and Final Reading with Councilwoman Smith and Councilwoman Spiegel opposed and Councilman Pierre absent.

Councilwoman Spiegel asked for a point of personal privilege and announced that she withdrew her statement from earlier in the meeting expressing interest in attending the trip to Monaco.

Ordinance 2016-10 First Reading by Title Only (Richard Lorber, Director of Community Development)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE ENFORCEMENT OF FENCE HEIGHT REGULATIONS IN THE SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS; THE MORATORIUM SHALL AUTOMATICALLY DISSOLVE UPON THE EARLIER OF APRIL 4, 2017, OR UPON THE ADOPTION OF AMENDMENTS TO THE NORTH

MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE RELATING TO FENCE HEIGHT REGULATIONS.

Motion to approve Ordinance 2016-10 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Director of Community Development Richard Lorber provided an explanation of the ordinance stating that the City is recommending a temporary moratorium on the enforcement of fence height regulations and will be preparing amendments to address compatibility concerns that are consistent with existing neighborhoods. The moratorium would automatically dissolve upon the adoption of amendments to the zoning code or no later than April 4, 2017.

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

1. Mubarak Kazan - 15564 N.E. 12th Ave., North Miami Beach, FL.
2. Terrence Camenzuli - 17151 N.E. 17th Ave., North Miami Beach, FL.
3. Bruce Lamberto - 3420 N.E. 165th St., North Miami Beach, FL.

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

Roll Call Vote

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

MOTION PASSED 5-1 with Councilwoman Spiegel opposed and Councilman Pierre absent.

Special Meeting Minutes of July 26, 2016 (Pamela L. Latimore, City Clerk)

The item was pulled from the Consent Agenda.

Motion to approve the Special Meeting Minutes of July 26, 2016 made by Councilwoman Martell, seconded by Councilman DeFillipo.

Motion to add the language ‘Councilwoman Smith asked if there was counsel for the union and the reply was no.’ within the discussion section of Resolution 2016-54 made by Councilwoman Smith, seconded by Mayor Vallejo.

MOTION PASSED 6-0 with Councilman Pierre absent.

Motion to add the language ‘Councilwoman Spiegel asked whether or not Resolution 2016-54 in effect encompassed the approval of the ten charter amendments since they were only discussed at a workshop and not a public forum and City Attorney Smith replied yes.’ within the discussion section of Resolution 2016-54 made by Councilwoman Spiegel. There was no second to the motion.

City Attorney Smith stated that he had no recollection of the question or the answer and suggested to defer the item until the video is reviewed.

Motion to table the Special Meeting Minutes of July 26, 2016 until the next meeting made by Councilwoman Spiegel, seconded by Mayor Vallejo.

MOTION PASSED 6-0 with Councilman Pierre absent.

Special Meeting Minutes of August 25, 2016 (Pamela L. Latimore, City Clerk)

The item was pulled from the Consent Agenda.

Mayor Vallejo passed the gavel to Vice Mayor Kramer.

Motion to add the language ‘Councilwoman Smith stormed off the dais at 7:26pm breaking quorum and rendering the Council unable to vote on the time sensitive issue at hand and the meeting went without quorum until 7:51pm when Councilman DeFillipo arrived restoring quorum and allowing for the vote to be taken.’ within the discussion section of Resolution 2016-67 made by Mayor Vallejo, seconded by Councilman DeFillipo.

MOTION PASSED 4-2 with Councilwoman Smith and Councilwoman Spiegel opposed and Councilman Pierre absent.

Vice Mayor Kramer passed the gavel back to Mayor Vallejo.

Motion to add the language ‘Councilwoman Smith was questioning why the insurance needed a special meeting when it is always due on October 1st.’ within the discussion section of Resolution 2016-67 made by Councilwoman Smith, seconded by Councilwoman Spiegel.

MOTION FAILED 3-3 with Mayor Vallejo, Councilman DeFillipo, and Councilwoman Martell opposed and Councilman Pierre absent.

Voice Vote: MOTION PASSED 4-2 with Councilwoman Smith and Councilwoman Spiegel opposed and Councilman Pierre absent.

Regular Meeting Minutes of September 20, 2016 (Pamela L. Latimore, City Clerk)

The item was pulled from the Consent Agenda.

Motion to approve the Regular Meeting Minutes of September 20, 2016 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Motion to add the language ‘The questions that Councilwoman Spiegel asked Director of Public Utilities Jeffrey Thompson were brought up by residents at a community meeting attended by Councilwoman Spiegel.’ within the City Manager’s Report section made by Councilwoman Spiegel, seconded by Vice Mayor Kramer.

MOTION PASSED 6-0 with Councilman Pierre absent.

Motion to add the language ‘as mediator’ following ‘City Attorney Smith reported that the City recently was able to settle a wrongful death case through mediation, which included the participation of attorney H.T. Smith.’ within the City Attorney’s Report section made by Councilwoman Spiegel, seconded by Councilwoman Smith.

MOTION PASSED 6-0 with Councilman Pierre absent.

Motion to add the language ‘City Attorney Smith interrupted a Councilmember and stated ‘she’s lying’ with no repercussions’ within the discussion section of Resolution 2016-82 made by Councilwoman Spiegel, seconded by Councilwoman Smith.

MOTION FAILED 1-5 with Mayor Vallejo, Vice Mayor Kramer, Councilman DeFillipo, Councilwoman Kramer, and Councilwoman Smith opposed and Councilman Pierre absent.

Mayor Vallejo passed the gavel to Vice Mayor Kramer.

Motion to add the language ‘Mayor Vallejo discussed the proper purpose for the point of privilege under Robert’s Rules and its usage at the previous City Council meeting and apologized to City Attorney Smith and Joseph Centorino of the Miami-Dade Commission on Ethics for not determining that Councilwoman Spiegel was out of order with the discussion about City Attorney Smith and the questioning of Mr. Centorino.’ within the Mayor’s Discussion section made by Mayor Vallejo, seconded by Councilwoman Martell.

Motion to amend to add the language ‘Mayor Vallejo discussed the proper purpose for the point of privilege under Robert’s Rules and its usage at the previous City Council meeting and apologized to City Attorney Smith and Mr. Joseph Centorino of the Miami-Dade Commission on Ethics for not ruling a Councilperson out of order for launching into an out of order discussion about Mr. Smith and out of order questioning of Mr. Centorino.’ within the Mayor’s Discussion section made by Mayor Vallejo, seconded by Councilwoman Martell.

MOTION PASSED 4-2 as amended with Councilwoman Smith and Councilwoman Spiegel opposed and Councilman Pierre absent.

Vice Mayor Kramer passed the gavel back to Mayor Vallejo.

CITY COUNCIL REPORTS

Councilman DeFillipo thanked everyone involved with the 90th anniversary event and Romero Britto for his donated artwork. He appreciated the City staff for working hard to clean out the sewer drains and stated that members of the Council are working together with a vision to move the city forward in the right direction.

Vice Mayor Kramer asked everyone to support October as Breast Cancer Awareness Month and thanked the City staff for the 90th anniversary event. She invited residents to attend the upcoming Magical History Tour and wished the Jewish community a happy new year and an easy Yom Kippur.

Councilwoman Martell thanked the City staff for the 90th anniversary event and announced there are two current openings on the Public Utilities Commission. She also invited residents to join the Education Committee and the Advisory Committee for Disabled Individuals.

Councilwoman Smith discussed the Pearl Girlz organization led by Joyce Davis and praised the 90th anniversary event, along with the City staff and vendors, including David Laurenzo and family. She said she has no regrets about supporting Mayor Vallejo during a previous campaign, but does regret the Council attacks and name calling. She stated that she knows her purpose while doing what is best for the public and representing to the best of her ability. She encouraged residents to attend City events and vote in the upcoming election. She talked about proper recycling and explained that she was against the City’s recent budget due to a rise in the management pension plan. She thanked Romero Britto for his donated artwork and wished the Jewish community a happy new year.

Councilwoman Spiegel wished everyone who observes a wonderful Jewish new year and for all residents to stay safe and dry.

Mayor Vallejo expressed that the 90th anniversary was a great event celebrating the diversity of the City and thanked Romero Britto for the donated artwork. He told residents to prepare for the possible

hurricane and informed everyone that the City is already taking action. He also wished everyone in the Jewish community a happy new year.

NEXT REGULAR CITY COUNCIL MEETING is Tuesday, October 18, 2016.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 10:33pm.

ATTEST:

(SEAL)

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: Ana M. Garcia, City Manager, ICMA-CM
VIA: Councilman Anthony DeFillipo
DATE: Tuesday, November 1, 2016
RE: Resolution R2016-88 (Councilman Anthony DeFillipo)

**BACKGROUND
ANALYSIS:**

The treatment and disposal of sewage and preservation of South Florida ground water is critically important to the City, many residents and businesses in North Miami Beach rely on septic systems. Septic systems present environmental concerns and are potentially vulnerable to the effects of sea level rise. The elimination of septic systems and conversion to sewer system connections is desirable for the City. In July 2016, Governor Rick Scott announced a funding proposal in the State of Florida 2017/2018 Fiscal Year Budget for a voluntary matching program to encourage residents to convert from septic tanks to sewer systems.

Miami Dade County has recently passed a resolution urging municipalities to partner with the County to secure state and federal funds to assist with eliminating septic systems and converting to sewer system connections. This Resolution supports the Miami-Dade County efforts to secure state and federal funding to assist with the elimination of septic systems and converting to sewer system connections.

RECOMMENDATION:
**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

RESOLUTION NO. 2016-88

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

WHEREAS, the treatment and disposal of sewage of the City of North Miami Beach, is of critical importance to the general health, safety, and welfare of all the communities of Miami-Dade County, as well as the integrity of the water supply for all south Florida; and

WHEREAS, within some municipalities in Miami-Dade County, some residents rely on septic systems of treatment and disposal of sewage; and

WHEREAS, preservation of South Florida's ground water includes the appropriate treatment of wastewater in underground drain fields; and

WHEREAS, the elimination of septic systems and connection to sewer system will work to prevent the uncontrolled disposal of sewage into drain fields; and

WHEREAS, the City of North Miami Beach with Miami-Dade County seeks to take advantage of additional funding added by Governor Rick Scott in his State Fiscal year 2017-18 recommended budget for a voluntary matching program to encourage residents to convert from septic tanks to sewers systems to help curb pollution; and

WHEREAS, the elimination of pollution in the City and County's water supply and wherever present in South Florida is in the best interest of the community.

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. The effort of Miami-Dade County to secure state and federal funding to assist with the elimination of septic systems and converting to sewer system connections is hereby supported. All municipalities in Miami-Dade County are urged to join the City of North Miami Beach in supporting the County and to encourage residents using septic systems to connect to the County's sewer system.

Section 3. The City Clerk is hereby directed to transmit a copy of this Resolution to the Honorable Carlos Gimenez, Mayor, Miami-Dade County, and Miami-Dade County Board of County Commissioners,

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED by the City Council of the city of North Miami Beach, Florida at the regular meeting assembled this **1st day of November, 2016**.

ATTEST:

PAMELA LATTIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE
AND FOR EXECUTION:

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and City Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council

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

VIA: Joel Wasserman, Chief Procurement Officer

DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

The City of North Miami Beach, Public Utilities Department (NMB Water) provides water services within the City of North Miami Beach, Aventura, Miami Gardens, Sunny Isles and parts of Unincorporated Miami Dade County.

In order to maintain NMB Water treatment facility and provide water services to our customers, it is necessary to perform general type construction work on facilities and infrastructure for the repair, replacement and general up keep.

After evaluating various options, Public Works Department identified the Martin County, Florida contracts for general construction services based on hourly rates and material costs. Martin County, Florida issued Bid RFB2015-2813, Water and Wastewater Plant Construction for general contract work inside the water and wastewater facilities and executed agreements for with five general contractors in September 2015, for a three year term with two additional one year renewal options. City Ordinance Section 3-4.3, Use of Other Government Entities' Contracts, allows for the purchases from contracts of other government agencies which resulted from a formal competitive bid process.

Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. each have offered to provide the City of North Miami Beach Routine water treatment plant construction services, under the same terms and condition of their agreement with Martin County.

RECOMMENDATION: Requesting approval for the City Manager to execute the attached agreement with Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. for the work as required, based on the same pricing, terms and conditions of Martin County contract and to issue a Purchase Orders as necessary to Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. in an amount not to exceed \$250,000 per contract annually.

FISCAL/BUDGETARY IMPACT: The Department has available funding in Public Utilities accounts in Fiscal Year 2017 for general construction service work as identified in the contract.

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution R2016-89 |
| <input type="checkbox"/> Exhibit A to Resolution R2016-89 |
| <input type="checkbox"/> Exhibit B to Resolution R2016-89 |

RESOLUTION R2016-89

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.

WHEREAS, the City of North Miami Beach ("City") Public Utilities Department provides water and wastewater service within the City of North Miami Beach, Aventura, Miami Gardens, Sunny Isles and parts of Unincorporated Miami Dade County; and

WHEREAS, the City maintains a water treatment plant and other water treatment facilities including water storage and high service pumps; and

WHEREAS, the City desires to have contracts with qualified contractors to provide general construction contract work inside the water and wastewater facilities; and

WHEREAS, Martin County, Florida issued Bid RFB2015-2813, Water and Wastewater Plant Construction for general contract work inside the water and wastewater facilities and executed agreements with five general contractors in September, 2015 for a three-year term with two additional one-year renewal options; and

WHEREAS, the City has determined that Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. are qualified contractors capable of providing general construction contract work inside the water and wastewater facilities; and

WHEREAS, the City is seeking the same services and believes it is in the best interests of the City to "piggy-back" on the Martin County, Florida Bid RFB2015-2813; and

WHEREAS, the Contractors have offered to provide the City of North Miami Beach Water and Wastewater Plant Construction for general contract work inside the water and wastewater facilities (attached hereto as Exhibit "A")

WHEREAS, the City Council of North Miami Beach authorizes the City Manager to execute the Agreements (attached hereto as Exhibit "B") between the City of North Miami Beach and Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. for the work as required, based on pricing and terms and conditions of the competitively solicited and negotiated Martin County Agreement to Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc. in an amount not to exceed \$250,000, per contract annually.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute the Agreements, in a form acceptable to the City Attorney, between the City and Florida Design Drilling Corp., R.J. Sullivan Corp. and Wharton-Smith, Inc., in substantially the attached forms (Exhibit “B”).

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this day **1st** day of **November, 2016**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

EXHIBIT "A"

DUE TO THE LARGE SIZE OF THIS ITEM THE FULL TEXT OF THE MARTIN COUNTY RFB2015-2813 CAN BE FOUND:

- **ON FILE WITH THE CITY'S PROCUREMENT MANAGEMENT DIVISION, A COPY CAN BE REQUESTED AT purchasing@citynmb.com; AND**
- **ON FILE WITH THE CITY CLERK.**



**AGREEMENT PU-2016-86-FDD
FOR GENERAL WATER PLANT CONSTRUCTION SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH AND FLORIDA DESIGN DRILLING CORP**

THIS AGREEMENT is made and entered into as of the ____ day of October 2016, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and FLORIDA DESIGN DRILLING CORP having its principal office at 7733 Hooper Rd, West Palm Beach, FL 33411, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing RFB2015-2813 effective September 1, 2015, titled Water & Wastewater Treatment Plant Construction, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by Martin County Board of County Commissioners; and

WHEREAS, the CONTRACTOR has exhibited by its response to Martin County Board of County Commissioners solicitation that it is capable of providing the required services and agrees to provide the same services to the City of North Miami Beach, as provided for in proposal attached hereto Exhibit "B", and in an amount not to exceed \$225,000.00; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to general construction services for water and wastewater treatment facilities on an as needed basis, and related services, as specified herein, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to the Martin County Board of County Commissioners under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the Martin County Board of County Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on October 2016 and continue through August 31, 2018. The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional two (2) years.

SECTION 2. NOTICE.

2.1 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, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining

party, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: Florida Design Drilling
Attn.: Jeffrey Holst
7733 Hooper Rd
West Palm Beach, FL 33411
Telephone No. 561-818-3228
Fax: 561-844-2967
Email: jeff@fidrilling.com

SECTION 3. MODIFICATION.

3.1 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.

SECTION 4. SOVEREIGN IMMUNITY.

4.1 The City is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 5. GOVERNING LAW.

5.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

Section 6. AGREEMENT CONTROLLING.

6.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THE ENGAGEMENT LETTER, OFFER, PURCHASE ORDER, OR SCOPE OF WORK, THIS AGREEMENT SHALL CONTROL. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this Agreement as of the date set forth.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: _____
(Print)

Date: _____

Title: _____

Attest: _____
Pamela Latimore, City Clerk

Date: _____

Approved as to form and legal sufficiency:

 10/18/16
Jose Smith, City Attorney 

Attest: _____
Corporate Seal/Notary Public





**AGREEMENT PU-2016-83-RJS
FOR GENERAL WATER PLANT CONSTRUCTION SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH AND R.J. SULLIVAN CORP.**

THIS AGREEMENT is made and entered into as of the ____ day of September, 2016, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and R.J. SULLIVAN CORP. having its principal office at 2001 NW 22nd Street, Pompano Beach, FL 33069, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing RFB2015-2813 effective September 1, 2015, titled **Water & Wastewater Treatment Plant Construction**, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by Martin County Board of County Commissioners; and

WHEREAS, the CONTRACTOR has exhibited by its response to Martin County Board of County Commissioners solicitation that it is capable of providing the required services and agrees to provide the same services to the City of North Miami Beach, as provided for in proposal attached hereto Exhibit "B", and in an amount not to exceed \$225,000.00; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to general construction services for water and wastewater treatment facilities on an as needed basis, and related services, as specified herein, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to the Martin County Board of County Commissioners under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the Martin County Board of County Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on _____ 2016 and continue through August 31, 2018. The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional one (1) year.

SECTION 2. NOTICE.

2.1 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, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining

party, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: R.J. Sullivan Corp.
Attn.: Jason Buckwalter
2001 NW 22nd Street
Pompano Beach, FL 33069
Telephone No. 954-975-0388
Fax: 954-975-3333
Email: Jbuckwalter@rjsullivancorp.com

SECTION 3. MODIFICATION.

3.1 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.

SECTION 4. SOVEREIGN IMMUNITY.

4.1 The City is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 5. GOVERNING LAW.

5.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

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

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: _____
(Print)

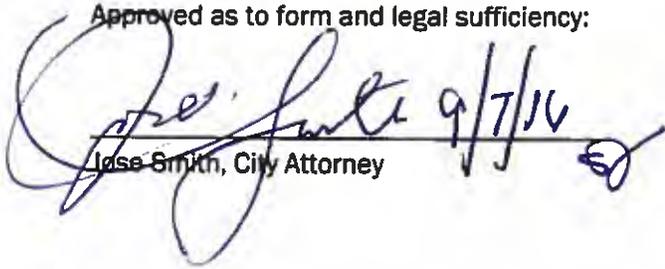
Date: _____

Title: _____

Attest: _____
Pamela Latimore, City Clerk

Date: _____

Approved as to form and legal sufficiency:



Jesse Smith, City Attorney

Attest: _____
Corporate Seal/Notary Public



**AGREEMENT PU-2017-001-WHAR
FOR GENERAL WATER PLANT CONSTRUCTION SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH AND WHARTON-SMITH, INC.**

THIS AGREEMENT is made and entered into as of the ____ day of October 2016, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and WHARTON-SMITH, INC having its principal office at 125 W. Indiantown Road, Suite 201, Jupiter, FL 33458, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing RFB2015-2813 effective September 1, 2015, titled **Water & Wastewater Treatment Plant Construction**, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by Martin County Board of County Commissioners; and

WHEREAS, the CONTRACTOR has exhibited by its response to Martin County Board of County Commissioners solicitation that it is capable of providing the required services and agrees to provide the same services to the City of North Miami Beach, as provided for in proposal attached hereto Exhibit "B", and in an amount not to exceed \$225,000.00; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to general construction services for water and wastewater treatment facilities on an as needed basis, and related services, as specified herein, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to the Martin County Board of County Commissioners under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the Martin County Board of County Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on October 2016 and continue through August 31, 2018. The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional two (2) years.

SECTION 2. NOTICE.

2.1 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, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining

party, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: Wharton-Smith, Inc.
Attn.: Gregory L. Williams
125 W Indiantown Rd #201
Jupiter, FL 33458
Telephone No. (561) 748-5956
Fax: 561-478-5958
Email: Gwilliams@whartonsmith.com

SECTION 3. MODIFICATION.

3.1 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.

SECTION 4. SOVEREIGN IMMUNITY.

4.1 The City is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 5. GOVERNING LAW.

5.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

Section 6. AGREEMENT CONTROLLING.

6.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THE ENGAGEMENT LETTER, OFFER, PURCHASE ORDER, OR SCOPE OF WORK, THIS AGREEMENT SHALL CONTROL. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this Agreement as of the date set forth.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: _____
(Print)

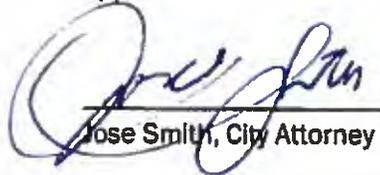
Date: _____

Title: _____

Attest: _____
Pamela Latimore, City Clerk

Date: _____

Approved as to form and legal sufficiency:

 10/25/16

Jose Smith, City Attorney

Attest: _____
Corporate Seal/Notary Public



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: Jeffrey Thompson, P.E., Director of NMB Water
Pedro Melo, Manager NMB Water
Joel Wasserman, CPPO, Chief Procurement Officer

DATE: Tuesday, November 1, 2016

RE: Resolution R2016-90 (Jeffrey Thompson, P.E., Director of NMB Water)

BACKGROUND ANALYSIS:

The City of North Miami Beach, Public Utilities Department provides services water and wastewater service within the City of North Miami Beach, Aventura, Miami Gardens, Sunny Isles and parts of Unincorporated Miami Dade County.

In order to provide services the Public Utilities Department maintains a comprehensive water distribution system, which is comprised of hundreds of miles of water lines, inter-connections, valves and high services pumps. The Department also maintains a sanitary sewer collection system distribution system with hundreds of miles of sanitary sewer lines, valves and pump stations.

Currently there is a large water transmission system valve which is broken and remains in the closed position, preventing redundancy in our water distribution system. The lack of redundancy could result in water loss for thousands of water customers if there are additional malfunction within the system.

After evaluating various options, Public Works Department identified Envirowaste Services Group, Inc. as a leading contractor for emergency repair and maintenance, capable of providing the necessary emergency repairs for water, sanitary sewer and storm water systems.

The City of Miami Beach, Florida issued Bid # 2013-113-ITB-

LR, Routine and Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes and executed a agreement to Envirowaste Services Group, Inc. on February 24, 2014 for a two year term with three additional one year renewal options. In February 2016, the City of Miami Beach renewed its agreement with Envirowaste Services Group, Inc. for an additional year term, until February 2017 with two additional one year options to renew.

City Ordinance Section 3-4.3, Use of Other Government Entities' Contracts, allows for the purchases from contracts of other government agencies which resulted from a formal competitive bid process.

Envirowaste Services Group, Inc. has offered to provide the City of North Miami Beach Routine and Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes, under the same terms and condition of their agreement with Miami Beach.

RECOMMENDATION:

Requesting approval for the City Manager to execute the attached agreement with Envirowaste Services Group, Inc. for the work as required, based on pricing, terms and conditions of Miami Beach contract and to issue a Purchase Orders as necessary to Envirowaste Services Group, Inc. in an amount not to exceed \$400,000.

**FISCAL/BUDGETARY
IMPACT:**

The Department has available funding in Public Utilities accounts 410908-546672, 450910-546460 and 450910-563830 for Fiscal Year 2017 for routine and emergency repair work as identified in the contract.

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution R2016-90 |
| <input type="checkbox"/> Exhibit A to Resolution R2016-90 |
| <input type="checkbox"/> Exhibit B to Resolution R2016-90 |
| <input type="checkbox"/> Department Request |
| <input type="checkbox"/> MB Agreement |
| <input type="checkbox"/> NMB Proposal |
| <input type="checkbox"/> NMB Agreement |

RESOLUTION R2016-90

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.

WHEREAS, the City of North Miami Beach ("City") Public Utilities Department provides water and wastewater service within the City of North Miami Beach, Aventura, Miami Gardens, Sunny Isles and parts of Unincorporated Miami Dade County; and

WHEREAS, the City maintains a comprehensive water distribution system, which is comprised of hundreds of miles of water lines, inter-connections, valves and high services pumps and a sanitary sewer collection system distribution system with hundreds of miles of sanitary sewer lines, valves and pump stations; and

WHEREAS, the City desires to have a contract with an established vendor to provide routine and emergency repairs to various parts of our water distributions system, wastewater and storm water collections infrastructure; and

WHEREAS, the City of Miami Beach, Florida issued Bid # 2013-113-ITB-LR, Routine and Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes and executed an agreement with Envirowaste Services Group, Inc. ("Envirowaste") on February 24, 2014, for a two-year term with three additional one-year renewal options (Exhibit "A"); and

WHEREAS, the City has determined that Envirowaste is a leading contractor for emergency repair and maintenance, capable of providing the necessary emergency repairs for water, sanitary sewer and storm water systems; and

WHEREAS, the City is seeking the same services and believes it is in the best interests of the City to "piggy-back" on the City of Miami Beach, Florida issued Bid # 2013-113-ITB-LR; and

WHEREAS, the Contractor has offered to provide the City routine and emergency 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, under the same terms and condition of the competitively solicited and negotiated agreement with Miami Beach. (Exhibit "A")

WHEREAS, the City Council of North Miami Beach authorizes the City Manager to execute an Agreement (Exhibit “B”) between the City of North Miami Beach and Envirowaste Services Group, Inc. for the work as required, based on pricing, terms and conditions of Miami Beach agreement in an amount not to exceed \$400,000.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Council 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 Envirowaste Services Group, Inc., in substantially the attached form (Exhibit “B”).

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this day **1st** day of **November, 2016**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

EXHIBIT "A"

DUE TO THE LARGE SIZE OF THIS ITEM THE FULL TEXT OF THE MIAMI BEACH BID #2013-113-ITB-LR CAN BE FOUND:

- **ON FILE WITH THE CITY'S PROCUREMENT MANAGEMENT DIVISION, A COPY CAN BE REQUESTED AT purchasing@citynmb.com; AND**
- **ON FILE WITH THE CITY CLERK.**



**AGREEMENT PU-2016-63-ENV
WATER PIPE BREAK, MANHOLE REHABILITATION AND CIPP FOR STORM AND SANITARY PIPES
BETWEEN THE CITY OF NORTH MIAMI BEACH AND ENVIROWASTE SERVICES GROUP, INC**

THIS AGREEMENT is made and entered into as of the _____ day of September, 2016, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and ENVIROWASTE SERVICES GROUP, INC having its principal office at 18001 Old Cutler Road, Palmetto Bay, Florida 33157, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing ITB 113-2013LR, titled ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by the City of Miami Beach; and

WHEREAS, the CONTRACTOR has exhibited by its response to the City of Miami Beach's solicitation that it is capable of providing the required services and agrees to provide the same services, in an amount not to exceed \$219,000.00, to the City of North Miami Beach, as delineated in the offer letter and estimate attached hereto Exhibit "B"; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to infiltration and inflow abatement, city-wide inspection, cleaning, repair, sewer and related services, as specified herein, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to City of Miami Beach under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the City of Miami Beach.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on September, 2016, and continue February 23, 2017. The City Manager or designee reserves the right to renew this Agreement for up to one year.

SECTION 2. NOTICE.

2.1 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, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: ENVIROWASTE SERVICES GROUP, INC
Attn.: Julio Fojon
18001 Old Cutler Road
Palmetto Bay, Florida 33157
Telephone No. 305-637-9665
Fax: 305-637-9659
Email: julio.fojon@envirowastesg.com

SECTION 3. MODIFICATION.

3.1 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.

SECTION 4. SOVEREIGN IMMUNITY.

4.1 The City is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CAO 
VENDOR _____

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

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: _____
(Print)

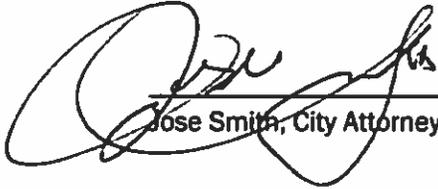
Date: _____

Title: _____

Attest: _____
Pamela Latimore, City Clerk

Date: _____

Approved as to form and legal sufficiency:

 9/6/16

Jose Smith, City Attorney

Attest: _____
Corporate Seal/Notary Public



CONTRACT SUMMARY FORM

9/20/10

Rev 06/15/22

ADMINISTRATOR USE ONLY
No.: PU-2016-71-ENV

REQUESTING DEPARTMENT: NMB Water
 PRIMARY CONTACT NAME: Pedro Melo
 PRIMARY CONTACT E-MAIL: pedro.melo@citynmb.com
 SECONDARY CONTACT NAME: Ashanti Honer
 SECONDARY CONTACT E-MAIL: ashanti.honer@citynmb.com
 DEPARTMENT PHONE: 305-624-1177
 DEPARTMENT FAX: 305-620-3920

CONTRACTOR: Envirowaste Services Group, Inc
 CONTACT NAME: Julio Fojon
 CONTRACTOR ADDRESS: 4 S.E. 1st Street, 2nd Floor
Miami, Florida 33131
 CONTRACTOR PHONE: 305-637-9665
 CONTRACTOR FAX: 305-637-9659
 CONTRACTOR E-MAIL: Julio.foionkenvirowastesg.com
 CONTRACTOR VENDOR #: 515464

PROPOSED EXECUTED AGREEMENT DATE: _____

1. TYPE OF AGREEMENT (EX: MAINTENANCE, CONSULTING, ETC.): Repairs, maintenance

2. DOES THIS AGREEMENT REPLACE AN EXISTING CONTRACT: YES NO * IF YES, PRIOR CONTRACT #: _____

3. BRIEFLY EXPLAIN THE PURPOSE OR DESCRIPTION OF THE SCOPE OF SERVICE OF THIS CONTRACT: Routine and emergency repairs for water, sanitary pipe break; cured-inplace lining for sanitary sewer pipes; and rehabilitation of sanitary sewer manholes

4. IS INSURANCE REQUIRED? YES NO _____

5. TERM OF CONTRACT: START DATE: _____ END DATE: _____

6. TOTAL VALUE OF CONTRACT: \$ 500,000.00 PAID TO: CITY VENDOR

7. ADDITIONAL PAYABLE/PAYMENT TERMS, IF APPLICABLE: _____

8. MONIES ARE DUE: (CHECK ONE) MONTHLY QUARTERLY ANNUALLY OTHER: _____

9. HOW MUCH MONEY IS DUE OR OWED PER CHECKED ITEM ABOVE: \$ _____

10. ACCOUNT NUMBER(S): FY 2016 410908-546672 (\$100,000.00) / 410908-563830 (\$200,000.00) / 450910-563830 (\$200,000.00)
FY 2017 ~~410908-563830 (\$100,000.00) / 410908-546672 (\$200,000.00) / 450910-546460 (\$100,000.00) / 450910-563830 (\$100,000.00)~~
no budget

11. IF MONIES ARE PAID TO CITY, DOES VENDOR PAY SALES TAX (7%): YES NO

12. DO LATE FEES APPLY? YES NO PERCENTAGE OF LATE FEES/ HOW MUCH: _____

13. ALL AGREEMENTS INVOLVING PAYMENT TO VENDOR MUST BE ACCOMPANIED BY A REQUISITION. REQ. # _____

14. WAS THIS AGREEMENT DRAFTED/REVIEWED BY A CITY ATTORNEY? YES NO IF YES, WHOM? _____



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

TO: Joel Wasserman _____ Department
Chief Procurement Officer

FROM:

VIA:

DATE:

RE:

Fiscal Amount not to Exceed: _____ **Vendor #** _____

Purpose (How does it align with Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):



C2D
12-11-13

CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Water Pipe Break; Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes

CONTRACT NO.: 2013-113-ITB-LR

EFFECTIVE DATE(S): This Contract shall remain in effect for two (2) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional years, on a year-to-year basis, upon mutual agreement between the two parties.

SUPERSEDES: N/A

CONTRACTOR(S): EnviroWaste Services Group, Inc. (Primary: Group 1, 2 and 3)

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on December 11, 2013, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide water pipe break, cured-in place lining for sanitary sewer pipes and storm water drainage pipes, and rehabilitation of sanitary sewer manholes and storms water manholes pursuant to City Invitation to Bid No. 2013-113-ITB-LR and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2013-113-ITB-LR.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Eric Carpenter, Public Works Director at 305-673-7080.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Alex Denis, Procurement Director
City of Miami Beach
Department of Procurement Management
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

EnviroWaste Services Group, Inc.
4 S.E. 1st Street, 2nd Floor
Miami, Florida 33131
Attn: Eddy Barba
Phone: 305-637-9665
Fax: 305-637-9659
E-mail: Julio.fojon@envirowastesg.com

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 12th day of December, 2013, by their respective duly authorized representatives.

CONTRACTOR

By [Signature]
President/ Signature

Eduardo Barba
Print Name

12/12/13
Date

ATTEST:

[Signature]
Secretary/ Signature

RALPH A. BARBA
Print Name

12/12/13
Date

CITY OF MIAMI BEACH

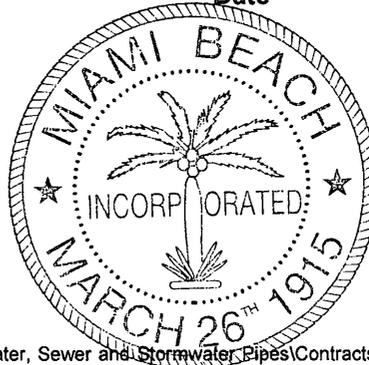
By [Signature]
Mayor

2/24/14
Date

ATTEST:

[Signature]
City Clerk

2/24/14
Date



F:\PURC\ALL\Solicitations\2013\2013-113LR-ITB - Emergency Repairs Water, Sewer and Stormwater Pipes\Contracts\2013-113-ITB Evirowaste.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 12-18-13
City Attorney Date

GROUP 1: ITEMS 1 - 9				Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break		EnviroWaste Services Group, Inc.		Lanzo Construction Company		Giannetti Contracting Corp.	
Item No.	Est. Qty	UOM	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	3	Agg Sum	For performing preparatory work and mobilizing equipment for beginning the work of the emergency water pipe repairs including, securing the site, permits, and acceptance of Maintenance of Traffic (MOT).	\$3,500.00	\$10,500.00	\$25,000.00	\$75,000.00	\$15,000.00	\$45,000.00		
2	2,500	cf	For excavating existing water mains break / blow out of different diameter sizes; (up to 6 feet in depth)	\$13.75	\$34,375.00	\$7.65	\$19,125.00	\$40.00	\$100,000.00		
3	833	cf	Additional excavation after 6 feet	\$18.75	\$15,618.75	\$23.00	\$19,159.00	\$20.00	\$16,660.00		
4	3	Agg Sum	Dewatering excavation trench to perform the work.	\$10,000.00	\$30,000.00	\$14,900.00	\$44,700.00	\$15,000.00	\$45,000.00		
5	3	Agg Sum	For removal of broken, cracked or blow-out water pipes; (minimum three (3) section of pipes at 20 feet each).	\$4,750.00	\$14,250.00	\$19,100.00	\$57,300.00	\$5,500.00	\$16,500.00		
6	3	Agg Sum	For removal of city owned utilities (damaged) caused by the water main break/blow out such as a sanitary sewer main and/or laterals or other City infrastructures.	\$9,000.00	\$27,000.00	\$19,100.00	\$57,300.00	\$5,500.00	\$16,500.00		
7	3	Agg Sum	For trench preparation / laying down the new water main pipe and fittings.	\$5,500.00	\$16,500.00	\$19,100.00	\$57,300.00	\$11,000.00	\$33,000.00		
8			For removal and replacement sanitary gravity pipes damaged by the pipe blow-out.								
	200	lf	Sanitary 4 inch pvc pipe and fittings	\$125.00	\$25,000.00	\$682.00	\$136,400.00	\$1,750.00	\$350,000.00		
	800	lf	Sanitary 8 inch pvc pipe and fittings	\$175.00	\$140,000.00	\$690.00	\$552,000.00	\$1,800.00	\$1,440,000.00		
	200	lf	Sanitary 10 inch pvc pipe and fittings	\$215.00	\$43,000.00	\$700.00	\$140,000.00	\$1,850.00	\$370,000.00		
	400	lf	Sanitary 12 inch pvc pipe and fittings	\$260.00	\$104,000.00	\$710.00	\$284,000.00	\$1,900.00	\$760,000.00		
	200	lf	Sanitary 18 inch pvc pipe and fittings	\$285.00	\$57,000.00	\$785.00	\$157,000.00	\$1,950.00	\$390,000.00		
	300	lf	Sanitary 20 inch pvc pipe and fittings	\$310.00	\$93,000.00	\$830.00	\$249,000.00	\$2,000.00	\$600,000.00		
	300	lf	Sanitary 24 inch pvc pipe and fittings	\$350.00	\$105,000.00	\$860.00	\$258,000.00	\$2,200.00	\$660,000.00		
9			For removal and replacement storm water pipes damaged by the pipe blow-out.								
	200	lf	Storm water 4 inch pvc pipe and fittings	\$135.00	\$27,000.00	\$682.00	\$136,400.00	\$1,575.00	\$315,000.00		
	400	lf	Storm water 8 inch pvc pipe and fittings	\$195.00	\$78,000.00	\$690.00	\$276,000.00	\$1,580.00	\$632,000.00		
	400	lf	Storm water 10 inch pvc pipe and fittings	\$230.00	\$92,000.00	\$700.00	\$280,000.00	\$1,585.00	\$634,000.00		
	600	lf	Storm water 12 inch pvc pipe and fittings	\$285.00	\$171,000.00	\$710.00	\$426,000.00	\$1,600.00	\$960,000.00		
	800	lf	Storm water 15 - 18 inch pvc pipe and fittings	\$315.00	\$252,000.00	\$785.00	\$628,000.00	\$1,650.00	\$1,320,000.00		
	400	lf	Storm water 20 inch pvc pipe and fittings	\$385.00	\$154,000.00	\$830.00	\$332,000.00	\$1,700.00	\$680,000.00		
	400	lf	Storm water 24 inch pvc pipe and fittings	\$410.00	\$164,000.00	\$860.00	\$344,000.00	\$1,990.00	\$796,000.00		
TOTAL ITEMS 1 - 9					\$1,653,243.75		\$4,528,684.00		\$10,179,660.00		

**Routine and Emergency Repairs for Water,
GROUP 1: ITEMS 10 - 18 Sanitary Sewer & Storm Water Pipe Break**

Item No.	Est. Qty	Unit of Measure	Description	EnviroWaste Services Group, Inc.		Lanzo Construction Company		Giannetti Contracting Corp.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
10			For construction of water main pipes.						
	800	lf	8 inch ductile iron pipe (DIP) and fittings	\$60.00	\$48,000.00	\$575.00	\$460,000.00	\$1,600.00	\$1,280,000.00
	600	lf	12 inch ductile iron pipe (DIP) and fittings	\$85.00	\$51,000.00	\$635.00	\$381,000.00	\$1,630.00	\$978,000.00
	300	lf	16 inches DIP and fittings	\$85.00	\$25,500.00	\$750.00	\$225,000.00	\$1,680.00	\$504,000.00
	400	lf	20 inches DIP and fittings	\$105.00	\$42,000.00	\$875.00	\$350,000.00	\$1,710.00	\$684,000.00
	400	lf	24 inches DIP and fittings	\$125.00	\$50,000.00	\$990.00	\$396,000.00	\$1,755.00	\$702,000.00
	200	lf	30 inches DIP and fittings	\$145.00	\$29,000.00	\$1,410.00	\$282,000.00	\$1,795.00	\$359,000.00
	200	lf	36 inches DIP and fittings	\$175.00	\$35,000.00	\$1,670.00	\$334,000.00	\$2,190.00	\$438,000.00
11	250	cf	For backfilling and compaction of 12 inch lifts up to 6 feet in depth (for an area of 1,120 square feet).	\$19.00	\$4,750.00	\$22.00	\$5,500.00	\$25.00	\$6,250.00
12	125	cf	For backfilling and compacting additional 12 inch lifts after 6 feet depth (area over 1,120 square feet).	\$27.50	\$3,437.50	\$43.00	\$5,375.00	\$25.00	\$3,125.00
13	6	each	For obtaining the service of a laboratory to perform density testing (minimum two density test)	\$350.00	\$2,100.00	\$440.00	\$2,640.00	\$265.00	\$1,590.00
14	1300	Sqr Yrd	For saw cutting pavement trench for a neat square or rectangular shape pavement restoration up to 4 inches in depth.	\$5.25	\$6,825.00	\$16.00	\$20,800.00	\$4.00	\$5,200.00
15	1,300	Sqr Yrd	For milling up to 2 inches thick.	\$9.00	\$11,700.00	\$35.00	\$45,500.00	\$11.00	\$14,300.00
16	200	tons	For paving up to 2 inches thick of hot asphalt (Type III). Includes paving machine and roller compactor and all labor to perform work.	\$235.00	\$47,000.00	\$438.00	\$87,600.00	\$375.00	\$75,000.00
17	100	tons	For additional one (1) inch thick of hot asphalt. Includes labor, paver machine and roller compactor.	\$149.00	\$14,900.00	\$265.00	\$26,500.00	\$236.00	\$23,600.00
18			For restoration of pavement markings.						
	500	lf	4 inch wide / white & yellow skip stripes	\$1.10	\$550.00	\$8.75	\$4,375.00	\$2.20	\$1,100.00
	500	lf	6 inch wide / white & yellow skip stripes	\$1.20	\$600.00	\$10.50	\$5,250.00	\$3.30	\$1,650.00
	600	lf	4 inch wide / white solid lines	\$1.10	\$660.00	\$8.75	\$5,250.00	\$2.20	\$1,320.00
	600	lf	6 inch wide / yellow solid lines	\$1.20	\$720.00	\$10.50	\$6,300.00	\$3.30	\$1,980.00
TOTAL ITEMS 10 - 18					\$373,742.50		\$2,643,090.00		\$5,080,115.00

Routine and Emergency Repairs for Water,

GROUP 1: ITEMS 19 - 23 Sanitary Sewer & Storm Water Pipe Break

Item No.	Est. Qty.	Unit of Measure	Description	EnviroWaste Services Group, Inc.		Lanzo Construction Company		Giannetti Contracting Corp.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
19			For sidewalk removal & replacement; (includes hauling, concrete delivery and labor and equipment and materials). Concrete strength to be 3,500 psi. (FDOT approved).						
	250	sf	4 inches wide / thick (gray concrete)	\$7.25	\$1,812.50	\$118.00	\$29,500.00	\$9.35	\$2,337.50
	125	sf	4 inches wide / thick (Miami Beach "red")	\$10.00	\$1,250.00	\$122.00	\$15,250.00	\$9.35	\$1,168.75
	125	sf	6 inches wide / thick (gray concrete) with wire mesh	\$10.00	\$1,250.00	\$122.00	\$15,250.00	\$12.40	\$1,550.00
	125	sf	6 inches wide / thick (Miami Beach "red") with wire mesh	\$12.50	\$1,562.50	\$128.00	\$16,000.00	\$12.40	\$1,550.00
20			For concrete curb/gutter replacement (includes hauling, concrete delivery, labor and equipment).						
	400	lf	12 inches wide with 2 # 5 reinforcing bars (gray concrete)	\$19.00	\$7,600.00	\$36.00	\$14,400.00	\$25.80	\$10,320.00
	400	lf	18 inches wide with 2 # 5 reinforcing bars (gray concrete)	\$22.00	\$8,800.00	\$47.00	\$18,800.00	\$32.40	\$12,960.00
	400	lf	24 inches wide with 3 # 5 reinforcing bars (gray concrete)	\$27.00	\$10,800.00	\$62.00	\$24,800.00	\$39.00	\$15,600.00
	400	lf	36 inches wide with 4 # 5 reinforcing bars (gray concrete)	\$34.00	\$13,600.00	\$88.00	\$35,200.00	\$45.60	\$18,240.00
21			For concrete curb/gutter replacement (includes hauling, concrete delivery, labor & equipment)						
	400	lf	12 inches wide with 2 # 5 reinforcing bars (Miami Beach "red")	\$22.00	\$8,800.00	\$42.00	\$16,800.00	\$25.80	\$10,320.00
	400	lf	18 inches wide with 2 # 5 reinforcing bars (Miami Beach "red")	\$26.00	\$10,400.00	\$55.00	\$22,000.00	\$32.40	\$12,960.00
	400	lf	24 inches wide with 3 # 5 reinforcing bars (Miami Beach "red")	\$30.00	\$12,000.00	\$75.00	\$30,000.00	\$39.00	\$15,600.00
	400	lf	36 inches wide with 4 # 5 reinforcing bars (Miami Beach "reds")	\$38.00	\$15,200.00	\$110.00	\$44,000.00	\$45.60	\$18,240.00
22	400	lf	For street lighting conduits removal/replacement with electrical wires and electrical hardware including pull boxes. Includes all labor, equipment and materials to perform the work.	\$75.00	\$30,000.00	\$18.00	\$7,200.00	\$43.00	\$17,200.00
23	800	sf	Landscaping (sod)	\$1.20	\$960.00	\$12.00	\$9,600.00	\$2.00	\$1,600.00
TOTAL FOR ITEMS 19 THROUGH 23					\$124,035.00		\$298,800.00		\$139,646.25
GRAND TOTAL FOR ITEMS 1 - 23					\$2,151,021.25		\$7,470,574.00		\$15,399,421.25

GROUP 2: A: CURED-IN PLACE LINING - SANITARY SEWER PIPES

Quantity	Lining Sewer Pipe Sizes	EnviroWaste Services Group, Inc.		JCC Enterprise Labor, Inc.		Layne Inliner LLC		Lanzo Construction Company	
		Cost Per Linear Feet	Total	Cost Per Linear Feet	Total	Cost Per Linear Feet	Total	Cost Per Linear Feet	Total
100,000	8 inches	\$30.00	\$3,000,000.00	\$29.00	\$2,900,000.00	\$32.50	\$3,250,000.00	\$40.00	\$4,000,000.00
5,000	12 inches	\$40.00	\$200,000.00	\$41.00	\$205,000.00	\$40.00	\$200,000.00	\$55.00	\$275,000.00
3,000	18 inches	\$55.00	\$165,000.00	\$85.00	\$255,000.00	\$54.00	\$162,000.00	\$85.00	\$255,000.00
3,000	20 inches	\$60.00	\$180,000.00	\$100.00	\$300,000.00	\$70.00	\$210,000.00	\$110.00	\$330,000.00
3,000	30 inches	\$90.00	\$270,000.00	\$120.00	\$360,000.00	\$130.00	\$390,000.00	\$135.00	\$405,000.00
3,000	36 inches	\$110.00	\$330,000.00	\$170.00	\$510,000.00	\$140.00	\$420,000.00	\$177.50	\$532,500.00
TOTAL			\$4,145,000.00	TOTAL	\$4,530,000.00	TOTAL	\$4,632,000.00	TOTAL	\$5,797,500.00

GROUP 2: B: CURED-IN PLACE LINING - STORM DRAINAGE PIPES

Quantity	Cured-In Place Lining - Storm Drainage Pipe Sizes	EnviroWaste Services Group, Inc.		JCC Enterprise Labor, Inc.		Layne Inliner LLC		Lanzo Construction Company	
		Cost Per Linear Feet	Total	Cost Per Linear Feet	Total	Cost Per Linear Feet	Total	Cost Per Linear Feet	Total
3,000	8 inches	\$30.00	\$90,000.00	\$40.00	\$120,000.00	\$50.00	\$150,000.00	\$57.50	\$172,500.00
1,000	10 inches	\$38.00	\$38,000.00	\$40.00	\$40,000.00	\$51.00	\$51,000.00	\$70.00	\$70,000.00
3,000	12 inches	\$45.00	\$135,000.00	\$52.50	\$157,500.00	\$58.00	\$174,000.00	\$82.50	\$247,500.00
3,000	15 inches	\$50.00	\$150,000.00	\$72.00	\$216,000.00	\$67.00	\$201,000.00	\$105.00	\$315,000.00
3,000	18 inches	\$59.00	\$177,000.00	\$90.00	\$270,000.00	\$70.00	\$210,000.00	\$122.50	\$367,500.00
1,000	24 inches	\$70.00	\$70,000.00	\$107.00	\$107,000.00	\$75.00	\$75,000.00	\$151.25	\$151,250.00
TOTAL			\$660,000.00	TOTAL	\$910,500.00	TOTAL	\$861,000.00	TOTAL	\$1,323,750.00

GRAND TOTAL FOR GROUP 2:	\$4,805,000.00	\$5,440,500.00	\$5,493,000.00	\$7,121,250.00
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GROUP 3: REHABILITATION OF SANITARY SEWER MANHOLES AND STORM DRAINAGE MANHOLES

Quantity	Rehabilitation of Sanitary Sewer Manholes	EnviroWaste Services Group, Inc.		Lanzo Construction Company		JCC Enterprise Labor, Inc.			
		Cost Per Square Feet	Total	Cost Per Square Feet	Total	Cost Per Square Feet	Total		
175	36 inches diameter (2 to 4 feet in depth)	\$10.75	\$1,881.25	\$145.00	\$25,375.00	\$250.00	\$43,750.00		
325	36 inches diameter (4 to 6 feet in depth)	\$9.95	\$3,233.75	\$105.00	\$34,125.00	\$220.00	\$71,500.00		
TOTAL			\$5,115.00	TOTAL		\$59,500.00	TOTAL		\$115,250.00

Condensed Title:

Request For Approval To Award Contracts Pursuant To Invitation To Bid No. 113-2013, For Routine and Emergency Repairs For Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining For Sanitary Sewer Pipes And Storm Water Drainage Pipes; And Rehabilitation Of Sanitary Sewer Manholes And Storm Water Manholes.

Key Intended Outcome Supported:

Maintain City's Infrastructure.
Supporting Data (Surveys, Environmental Scan, etc.):
 N/A

Item Summary/Recommendation:

This contract is for routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. Contractor will provide all supervision, labor, materials and necessary equipment for these services.

The purpose of Invitation to Bid (ITB) No. 113-2013 was to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. This contract shall remain in effect for two (2) years from the date of contract execution by the Mayor and City Clerk. This contract may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year options. Funding below is for current fiscal year. We anticipated expenditures of \$974,000 the first year and similar amounts in future years for the duration of the contract.

ITB No. 113-2013, was issued on August 29, 2013, with a bid opening date of September 26, 2013. A total of three (3) addendums were issued. Two-hundred fifty-six (256) bid notices were issued, two-hundred forty-eight (248) though the Public Purchasing Group and eight (8) through the Department of Procurement Management. Five (5) bids were received.

RECOMMENDATION

Administration is recommending awards as follows: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.

Advisory Board Recommendation:

Financial Information:

Source of Funds:	Amount	Account
1	\$839,500	389-2995-069357
2	\$ 60,000	423-2948-069357
3	\$ 25,000	425-0420-000342
4	\$ 25,000	425-0410-000342
5	\$ 25,000	427-0427-000342
Total	\$974,500	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Ext. 7490

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC  AD 	MT  KGB 	JLM 



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID NO. 113-2013, FOR ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.**

ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

KEY INTENDED OUTCOME

Maintain City's Infrastructure.

FUNDING

<u>Account Numbers</u>	<u>Amount</u>
389-2995-069357	\$839,500.00
423-2948-069357	60,000.00
425-0420-000342	25,000.00
425-0410-000342	25,000.00
427-0427-000342	25,000.00

BACKGROUND INFORMATION

This contract is for routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. Contractor will provide all supervision, labor, materials and necessary equipment for these services.

The purpose of Invitation to Bid (ITB) No. 113-2013 was to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. This contract shall remain in effect for two (2) years from the date of contract execution by the Mayor and City Clerk. This contract may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year options. Funding below is for current FY. We anticipate expenditures of \$974,500 the first year and similar amounts in future years for the duration of the contract.

ITB PROCESS

The Procurement Division issued an Invitation to Bid 113-2013, on August 29, 2013, with a bid opening date of September 26, 2013. A total of three (3) addendums were issued. Two-hundred fifty-six (256) bid notices were issued, two-hundred forty-eight (248) through the Public Purchasing Group and eight (8) through the Department of Procurement Management. A total of five (5) bids were received for the following bidders:

- EnvironWaster Services Group, Inc.
- Giannetti Contracting Company
- JCC Enterprise Labor, Inc.
- Lanzo Construction Company
- Layne Inliner Inc.
-

The five (5) bids received were reviewed by the Procurement Division staff and all were deemed responsive to the bid requirements. The bids were tabulated and the following are the results for:

Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break

EnviroWaste Services Group, Inc.	\$2,151,021.25
Lanzo Construction Company	\$7,470,574.00
Giannetti Contracting Corp.	\$15,399,421.25

Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Water Drainage Pipes

EnviroWaste Services Group, Inc.	\$4,805,000.00
JCC Enterprises Labor, Inc.	\$5,440,500.00
Layne Inliner LLC	\$5,493,000.00
Lanzo Construction Company	\$7,121,250.00

Group 3: Rehabilitation of Sanitary Sewer Manholes and Storm Drainage Manholes

EnviroWaste Services Group, Inc.	\$ 5,115.00
Lanzo Construction Company	\$ 59,500.00
JCC Enterprises Labor, Inc.	\$115,250.00

Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break - EnviroWaste Services Group, was the lowest bidder, Lanzo Construction Company, the second lowest bidder, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, JCC Enterprise Labor, Inc., the second lowest bidder, Layne Inliner LLC, the third lowest bidder, and Lanzo Construction Company, as the fourth lowest bidder; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, Lanzo Construction Company, the second lowest bidder, and JCC Enterprise Labor, Inc., the third lowest bidder.

The ITB stipulated that award of this contract may be presented to the lowest and best bidders, as defined in General Conditions 1.36. Further, the ITB allows for award be made to a primary, secondary, and tertiary bidder, in the event that the primary and/or secondary bidder is unable to perform in accordance with the terms and conditions of the contract.

CITY MANAGER'S REVIEW

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award contracts to the following: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award contracts pursuant to Invitation to Bid (ITB) No. 113-2013 for Routine and Emergency Repairs for Water, Sanitary and Storm Water Pipe Break; Cured-in Place Lining for Sanitary Sewer and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes, to the following: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786-394-4075

September 19, 2013

RE: ADDENDUM NO. 3 TO INVITATION TO BID (ITB) 113-2013 FOR ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

I. Appendix B – Cost Proposal has been amended and attached. Bidders are required to submit the amended Appendix B – Cost Proposal in order to be deemed responsive.

II. The following are responses to questions and requests for additional information received by prospective bidders:

Q1. Would the City consider revising line items 8, 9, and 10 in Group 1, to indicate the Unit of Measure as linear feet rather than each?

A1. Yes, line items have been revised and changes depicted in the attached revised Cost Proposal form.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.

CITY OF MIAMI BEACH

Alex Denis
Director
Procurement Division

APPENDIX B

COST PROPOSAL

REVISED



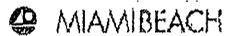
MIAMIBEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive

Miami Beach, Florida 33139

305-673-7490



MIAMIBEACH

APPENDIX B – Cost Proposal - Revised

GROUP 1: ITEMS 1 - 9

Item No.	Est. Qty	Unit of Measure	Description	Unit Price	Total
1	3 times	aggregate sum	For performing preparatory work and mobilizing equipment for beginning the work of the emergency water pipe repairs including, securing the site, permits, and acceptance of Maintenance of Traffic (MOT).	\$	\$
2	2,500	cubic feet	For excavating existing water mains break / blow out of different diameter sizes; (up to 6 feet in depth)	\$	\$
3	833	cubic feet	Additional excavation after 6 feet	\$	\$
4	3 times	aggregate sum	Dewatering excavation trench to perform the work.	\$	\$
5	3 times	aggregate sum	For removal of broken, cracked or blow-out water pipes; (minimum three (3) section of pipes at 20 feet each).	\$	\$
6	3 times	aggregate sum	For removal of city owned utilities (damaged) caused by the water main break/blow out such as a sanitary sewer main and/or laterals or other City infrastructures.	\$	\$
7	3 times	aggregate sum	For trench preparation / laying down the new water main pipe and fittings.	\$	\$
8			For removal and replacement sanitary gravity pipes damaged by the pipe blow-out.		
	200	linear feet	Sanitary 4 inch pvc pipe and fittings	\$	\$
	800	linear feet	Sanitary 8 inch pvc pipe and fittings	\$	\$
	200	linear feet	Sanitary 10 inch pvc pipe and fittings	\$	\$
	400	linear feet	Sanitary 12 inch pvc pipe and fittings	\$	\$
	200	linear feet	Sanitary 18 inch pvc pipe and fittings	\$	\$
	300	linear feet	Sanitary 20 inch pvc pipe and fittings	\$	\$
	300	linear feet	Sanitary 24 inch pvc pipe and fittings	\$	\$
9			For removal and replacement storm water pipes damaged by the pipe blow-out.		
	200	linear feet	Storm water 4 inch pvc pipe and fittings	\$	\$
	400	linear feet	Storm water 8 inch pvc pipe and fittings	\$	\$
	400	linear feet	Storm water 10 inch pvc pipe and fittings	\$	\$
	600	linear feet	Storm water 12 inch pvc pipe and fittings	\$	\$
	800	linear feet	Storm water 15 - 18 inch pvc pipe and fittings	\$	\$
	400	linear feet	Storm water 20 inch pvc pipe and fittings	\$	\$
	400	linear feet	Storm water 24 inch pvc pipe and fittings	\$	\$



GROUP 1: ITEMS 10 - 18

Item No.	Est. Qty	Unit of Measure	Description	Unit Price	Total
10			For construction of water main pipes.		
	800	linear feet	8 inch ductile iron pipe (DIP) and fittings		
	600	linear feet	12 inch ductile iron pipe (DIP) and fittings	\$	\$
	300	linear feet	16 inches DIP and fittings	\$	\$
	400	linear feet	20 inches DIP and fittings	\$	\$
	400	linear feet	24 inches DIP and fittings	\$	\$
	200	linear feet	30 inches DIP and fittings	\$	\$
	200	linear feet	36 inches DIP and fittings	\$	\$
11	250	cubic feet	For backfilling and compaction of 12 inch lifts up to 6 feet in depth (for an area of 1,120 square feet).	\$	\$
12	125	cubic feet	For backfilling and compacting additional 12 inch lifts after 6 feet depth (area over 1,120 square feet).	\$	\$
13	6	each	For obtaining the service of a laboratory to perform density testing (minimum two density test)	\$	\$
14	1300	square yards	For saw cutting pavement trench for a neat square or rectangular shape pavement restoration up to 4 inches in depth.	\$	\$
15	1,300	square yards	For milling up to 2 inches thick.	\$	\$
16	200	tons	For paving up to 2 inches thick of hot asphalt (Type III). Includes paving machine and roller compactor and all labor to perform work.	\$	\$
17	100	tons	For additional one (1) inch thick of hot asphalt. Includes labor, paver machine and roller compactor.	\$	\$
18			For restoration of pavement markings.		
	500	linear feet	4 inch wide / white & yellow skip stripes	\$	\$
	500	linear feet	6 inch wide / white & yellow skip stripes	\$	\$
	600	linear feet	4 inch wide / white solid lines	\$	\$
	600	linear feet	6 inch wide / yellow solid lines	\$	\$

GROUP 1: ITEMS 19 - 23

Item No.	Est. Qty.	Unit of Measure	Description	Unit Price	Total
19			For sidewalk removal & replacement; (includes hauling, concrete delivery and labor and equipment and materials). Concrete strength to be 3,500 psi. (FDOT approved).		
	250	Square feet	4 inches wide / thick (gray concrete)	\$	\$
	125	Square feet	4 inches wide / thick (Miami Beach "red")	\$	\$
	125	Square feet	6 inches wide / thick (gray concrete) with wire mesh	\$	\$
	125	Square feet	6 inches wide / thick (Miami Beach "red") with wire mesh	\$	\$
20			For concrete curb/gutter replacement (includes hauling, concrete delivery, labor and equipment).		
	400	linear feet	12 inches wide with 2 # 5 reinforcing bars (gray concrete)	\$	\$
	400	linear feet	18 inches wide with 2 # 5 reinforcing bars (gray concrete)	\$	\$
	400	linear feet	24 inches wide with 3 # 5 reinforcing bars (gray concrete)	\$	\$
	400	linear feet	36 inches wide with 4 # 5 reinforcing bars (gray concrete)	\$	\$
21			For concrete curb/gutter replacement (includes hauling, concrete delivery, labor & equipment)		
	400	linear feet	12 inches wide with 2 # 5 reinforcing bars (Miami Beach "red" concrete)	\$	\$
	400	linear feet	18 inches wide with 2 # 5 reinforcing bars (Miami Beach "red" concrete)	\$	\$
	400	linear feet	24 inches wide with 3 # 5 reinforcing bars (Miami Beach "red" concrete)	\$	\$
	400	linear feet	36 inches wide with 4 # 5 reinforcing bars (Miami Beach "reds" concrete)	\$	\$
22	400	linear feet	For street lighting conduits removal/replacement with electrical wires and electrical hardware including pull boxes. Includes all labor, equipment and materials to perform the work.	\$	\$
23	800	Square feet	Landscaping (sod)	\$	\$
			GRAND TOTAL FOR ITEMS 1 THROUGH 23	\$	\$

GROUP 2: A: CURED-IN PLACE LINING - SANITARY SEWER PIPES

Quantity	Cured-In Place Lining Sewer Pipe Sizes	Cost Per Linear Feet	Total
100,000	8 inches	\$	\$
5,000	12 inches	\$	\$
3,000	18 inches	\$	\$
3,000	20 inches	\$	\$
3,000	30 inches	\$	\$
3,000	36 inches	\$	\$
		GRAND TOTAL	\$

GROUP 2: B: CURED-IN PLACE LINING - STORM DRAINAGE PIPES

Quantity	Cured-In Place Lining Storm Drainage Pipe Sizes	Cost Per Linear Feet	Total
3,000	8 inches	\$	\$
1,000	10 inches	\$	\$
3,000	12 inches	\$	\$
3,000	15 inches	\$	\$
3,000	18 inches	\$	\$
1,000	24 inches	\$	\$
		GRAND TOTAL	\$

GROUP 3: REHABILITATION OF SANITARY SEWER MANHOLES AND STORM DRAINAGE MANHOLES

The rehabilitation of manholes is to be priced per square-foot. Cost shall include all labor, materials, equipment, and maintenance of traffic to complete these services. Actual measurements for cost will be taken prior to starting work and at job completion.

Contractor must follow the NASSCO Performance Specification Guideline for the Renovation of Manhole Structures, as per Attachment "E".

Quantity	Rehabilitation of Sanitary Sewer Manholes	Cost Per Square Feet	Total
175	36 inches diameter (2 to 4 feet in depth)	\$	\$
325	36 inches diameter (4 to 6 feet in depth)	\$	\$
GRAND TOTAL			\$

ACKNOWLEDGEMENT OF ADDENDA		
In accordance with General Condition 2.36, it is the bidder's responsibility to assure that it has received each and every addenda issued by the City. Bidder shall acknowledge by initialing below that it has received each addenda issued. Failure to acknowledge receipt of each and every addenda may disqualify bid.		
Addenda 1	Addenda 5	Addenda 9
Addenda 2	Addenda 6	Addenda 10
Addenda 3	Addenda 7	Addenda 11
Addenda 4	Addenda 8	Addenda 12



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786-394-4075

September 18, 2013

RE: ADDENDUM NO. 2 TO INVITATION TO BID (ITB) 113-2013 FOR ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

- I. The deadline for receipt of Bids is hereby changed to September 26, 2013 at 3 p.m.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.

CITY OF MIAMI BEACH

Alex Denis
Director
Procurement Division



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786-394-4075

September 16, 2013

RE: ADDENDUM NO. 1 TO INVITATION TO BID (ITB) 113-2013 FOR ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

I. The following are responses to questions and requests for additional information received by prospective bidders:

Q1. Prospective Bidder noticed that in the Invitation to Bid that for cured-in place lining it specifies U-Liner. Prospective Bidder no longer uses fold in form because of performance issues, i.e., annular space, but instead use cured-in place materials. Will the City accept a bid for another product? The City has accepted use of other materials in previous request for quote.

A1. Yes, the City will accept cured-in place materials. Prospective Bidders must follow the procedures outlined in the American Society for Testing and Materials (ASTM) F1216-03 - Rehabilitation of Existing Pipeline and Conduits by Inversion and Curing of a Resin Impregnated Tube.

Q2. Prospective Bidder would like to be provided with the budget estimate for the services highlighted in ITB 113-2013.

A2. At this time the budget estimate for Routine & Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Breaks is unknown but it can range from \$25,000 to \$300,000. This depends on the routine work or the emergency break for each mentioned section.

Budget:	Cured-In Place	\$3,000,000
	Rehabilitation of Sanitary Sewer Manholes	\$ 500,000
	Rehabilitation of Storm Sewer Manholes	\$ 300,000

Q3. Will the City accept alternative rehabilitation methods like pipe bursting for Group 2 - Cured-In Place Lining?

A3. No, the City will not accept pipe bursting in lieu of cured-in place pipe lining.

Q4. Prospective Bidder wants to know whether they have to bid on every item or can Prospective Bidder bid on just Group 2 - Cured-In Place Lining portion?

A4. Section 1.8, Method of Award states as follows:

Staff Review/Recommendation: The three (3) lowest responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB will be recommended for award on an item-by-item, a combination/group of items, or a total of all items basis, whichever is in the best interest of the City. Bidders may bid on one or all items. The City shall select three (3) vendors, with the lowest deemed the "Primary Vendor", the next lowest the "Secondary Vendor", and the following lowest the "Tertiary Vendor".

Q5. Do you have an engineer's estimate or budget for this job?

A5. Please see response to Question 2.

Q6. Can the City confirm that there is no bid bond required for this bid?

A6. Yes, the City can confirm that no bid bond is required.

Q7. Is there a maximum contract amount to be awarded?

A7. Please see response to Questions 2 and 4, all expenditures are subject to budgetary approval at time of need and previously authorized for this purpose.

Q8. Are payment and performance bonds of a certain amount going to be required?

A8. There are no payment or performance bonds required.

Q9. One of the concerns of Prospective Bidder is based on the quantities of the items listed in Group 1, there are 5,600 point repairs listed in Items 8 and 9. If these were to be bid with an average price of \$5,000 each this would result in a bid price for just Items 8 and 9 of \$28,000,000, and if at an average price of \$15,000, the cost of just these two (2) items would be \$84,000,000. Does the City plan on doing this much work or are the bid item quantities disproportionate to the actual work that is anticipated to be performed?

A9. Please review Section 2, Subsection 2.46 Estimated Quantities: Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be sued during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon City's actual needs and/or usage during previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

Q10. Can the City provide an estimate of the dollar amount the City has spent on Cured-In Place Pipe (CIPP) lining over the past several years?

A10. The City has expended approximately \$2,000,000 in the past several years in Cured-In Place Pipe lining.

Q11. Please clarify Section 3.1.1 Similar Experience: Bidder shall demonstrate previous experience with engagements of similar size and scope to the requirements of this

solicitation for a period of not less than three (3) years. Is the City looking for three emergency type contracts that Prospective Bidder has had with different owners that have lasted for a period of at least three (3) years? Or is the City looking for at least three (3) projects Prospective Bidder has completed within the last three (3) years that shows we have experience with the scope of services requested in the subject ITB?

A11. Bidders shall demonstrate that for a period of not less than three (3) years it has had experience with engagements of similar size and scope to the requirements of the ITB.

Q12. Appendix A, Page 3, #9 references the City's Code of Business Ethics and indicates it is available at www.miamibeachfl.gov/procurement. Prospective Bidder does not see this information anywhere on this site. Can the City post or send us the City's Code of Business Ethics?

A12. The City's Code of Business Ethics can be found at the following link, under the heading Bid Information.

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

Q13. On ITB No. 113-2013 regarding line items numbers 8, 9 and 10, the unit of measure states each. Please clarify what is meant by each?

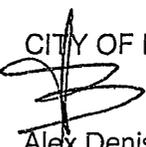
A13. The City is asking pricing for each piece of pipe and fittings needing replacement.

Q14. Prospective Bidders want to know where they are to list proposed subcontractors? Will the City include a form in an addendum for Prospective Bidder to list their proposed subcontractors?

A14. The City will not provide a separate form in an addendum for Prospective Bidders to list their proposed subcontractors. Prospective Bidder shall provide documentation in their response to this solicitation of the Subcontractor's experience with similar size and scope to the requirements of this solicitation. Pursuant to Section 3.1.1, any subcontractor(s) listed must meet the same requirements and submit the same information under the Bidder's Minimum Qualifications Section. All information required shall be included in the solicitation response.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.

CITY OF MIAMI BEACH


Alex Denis
Director
Procurement Division

INVITATION TO BID (ITB)

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.

ITB No. 113-2013LR

ITB Due Date: September 19, 2013 AT 3:00 P.M.

CONTACT PERSON:

Lourdes Rodriguez, CPPB, *Procurement Coordinator*
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov



MIAMIBEACH



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7000 ext. 6652, Fax: 786-394-4075

NOTICE of "NO BID"

Vendors not submitting a response to this solicitation are requested to detach this sheet from the bid documents, complete the information requested, and return to the address listed above prior to the bid opening date.

Failure to submit this No Bid form may result in vendor being removed from future bid notifications.

NO BID SUBMITTED FOR REASON(S) INDICATED BELOW:

	Firm does not provide the requested product or service.
	Firm cannot complete the work within the time specified and within the budgeted amount.
	Firm is not interested in bidding at this time for other reasons.
	Other: _____ _____ _____ _____

Comments: _____

We do ___ do not ___ want to be retained on your mailing list for future bids for this type or product and/or service.

Signature: _____

Name & Title: _____

Company: _____

1.0 SPECIAL CONDITIONS

1.1 PURPOSE: The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide all materials, labor, applicable fees and permits for Routine and Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes throughout the City of Miami Beach (the "City") for the Department of Public Works, in accordance with the prescribed specifications and requirements. Interested vendors are invited to submit bids in response to this ITB.

1.2 TERM OF CONTRACT: The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to extend for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

1.3 BID SUBMITTAL AND DUE DATE: Bid submittals should include one original bid, five copies and one electronic version (CD-Rom or Flash Drive). Bids must be received, in a sealed package clearly marked with ITB number and title, on or before **3 p.m. on September 19, 2013**, at the following location:

Department of Procurement Management
3rd Floor, City of Miami Beach City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139

Bids not received by the due date and time will not be considered.

Bid proposal package should be organized in the following manner:

- TAB 1: Appendix A, Proposal Certification, Questionnaire & Requirements
Affidavit, including all supporting documents.
- TAB 2: Appendix C, Cost Proposal

1.4 CONTACT PERSON: Any questions or clarifications concerning this Invitation to Bid shall be submitted to the Department of Procurement Management in writing to Lourdes Rodriguez, by e-mail: LourdesRodriguez@miamibeachfl.gov , or facsimile: 786-394-4075 with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

1.5 SPECIAL NOTICES: You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CAMPAIGN CONTRIBUTIONS BY CONTRACTORS ORDINANCE NO. 2003-3389.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- LIVING WAGE ORDINANCE -- ORDINANCE NO. 2010-3682
- EQUAL BENEFITS ORDINANCE -- ORDINANCE NO. 2005-3494
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED CONTRACTORS -- ORDINANCE NO. 2003-3413 AND ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES -- ORDINANCE NO. 2011-3748.

1.6 PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT (APPENDIX A): The purpose of the Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective bidders of certain solicitation and contractual requirements, and to collect necessary information from bidders in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements, as stipulated in the solicitation, may be evaluated by the City. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1.7 INSURANCE AND INDEMNIFICATION: The successful bidder shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The bidder shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the bidder is acting as an independent contractor, and not as an agent or employees of the City.

The successful bidder, at all times during the full term of the contract, shall comply with the following requirements:

- No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the successful bidder must submit updated certificates of insurance for as long a period as any work and/or services are still in progress.
- It is understood and agreed that all policies of insurance provided by the bidder are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work and/or services performed in this contract.
- All policies issued to cover the insurance requirements herein shall provide full coverage

from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

- The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor shall furnish to the Department of Procurement Management, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.
- or
- **The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. **Certificate holder must read:**

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The foregoing indemnity shall apply to any and all claims and suits other than claims and suits arising out of the gross negligence or willful misconduct of the City of Miami Beach, its officers, agents, and employees.

The bidder will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to

the insurance agent and carrier.

The bidder will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The bidder will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section of this contract. Bidder shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by it as it is for acts and omissions of persons directly employed by it.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract in default and proceed to terminate same.

Please note that the City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

1.8 METHOD OF AWARD:

Staff Review/Recommendation. The three (3) lowest responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB will be recommended for award on an item-by-item, a combination/group of items, or a total of all items basis, whichever is in the best interest of the City. Bidders may bid on one or all items. The City shall select three (3) vendors, with the lowest deemed the "Primary Vendor", the next lowest the "Secondary Vendor", and the following lowest the "Tertiary Vendor".

The Primary Vendor shall be given the first opportunity to deliver the goods identified in this contract. If the Primary Vendor is unable to provide the goods, the City shall seek the goods from the Secondary Vendor. Should the Secondary Vendor be unable to provide the goods, the Tertiary Vendor will then be notified to fulfill the order. In considering award recommendation, in addition to price, the City may, at its sole discretion, consider any other applicable factor that may be deemed to impact the successful delivery of the goods as described herein, or that, otherwise, may be in the interest of the City. Veterans and local preferences, as detailed herein, will be applied as applicable in the tabulation of bid prices received. In the review of bids received and consideration of award, the City reserves the right to waive nonmaterial Irregularities or technicalities in a bid received.

City Manager's Review. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City.

City Commission Authority. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). In any case, the Mayor and City Commission shall select (and may authorize value engineering) with the bidder(s) which the Mayor and Commission deem to be in the best interest of the City pursuant to the determination of award criteria of lowest and best bid. The City Commission may also reject all bids received. The selection or approval by the City Commission shall not constitute a binding

contract between the City and the selected or approved bidder(s). A binding contract will exist upon the completion as determined by the Administration, the City Attorney's Office form approving the contract or contracts, and the Mayor and City Clerk or their respective designees signing the contract(s) after the selected or approved bidder(s) has (or have) done so. Only the executed contract(s) will be binding on the contracting parties.

1.8.1 Multiple Award Options. As deemed to be in its best interest, the City reserves the right to: make an award by Group; by Item; make an award entirely to a single bidder; or reject all bids received. Bidders should carefully consider this condition and bid accordingly.

1.9 PAYMENT: Invoices for payment will be submitted upon receipt and acceptance of goods ordered via a Purchase Order. No down or partial down payments will be made. Invoices will be subject to verification and approval by the EMS Division Chief, Contract Administrator, or his/her designated representative.

1.10 PRICES SHALL BE FIXED AND FIRM: All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

1.10.1 COST ESCALATION. Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

1.11 ESCALATION/DE-ESCALATION CLAUSE: The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

- (1) Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes.
- (2) Receipt of proper notification to the Department of Procurement Management, in writing, of all items affected by price increase/decrease.
 - (a) *Written notification must be received at least sixty (60) calendar days prior to the effective date of the price change.*
- (3) Where all prices shall have remained firm for a minimum of two (2) years after effective date of contract.
- (4) All price increase(s) and decrease(s) to be approved by the Procurement Director.
- (5) Escalated prices, if any, shall remain firm during the applicable contract year.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days' notice to the Successful Bidder.

1.12 ADDITIONS/DELETIONS OF ITEMS/PRODUCTS: Although this solicitation identifies specific items/products to be provided, it is hereby agreed and understood that any related items/products may be added/deleted to/from this contract at the option of the City. When an addition to the

contract is required, the Successful Bidder(s) under this contract, and other suppliers, as deemed necessary, shall be invited to submit quotes for these new items/products. If these quotes are comparable with market prices offered for similar items/products, the supplier(s), if applicable, and item(s) shall be added to the contract. An amendment to the contract shall be issued by the City. The newly added items/products shall be ordered via a Purchase Order.

In adding or deleting items/products, the City may award to the vendor with the lowest total price, may seek quotes from one or more contract vendors or may make any other determination deemed to be in the best interest of the City.

- 1.12 **EQUAL PRODUCT:** Manufacturer's name, brand name and model/style number when used in these specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's brands of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards or performance, design, etc., to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.), and test results of unit bid as equal. Failure to do so at time of bid may deem bid non-responsive.**
- 1.13 **NO SUBSTITUTION:** When "No Substitution" is used in combination with a manufacturer's name, brand name and/or model number that named items in the only item that will be accepted by the City.
- 1.14 **ORDERING METHOD AND ORDER CONFIRMATION:** All orders/request for items covered under this contract will require the issuance of a Purchase Order prior to delivery. Items ordered and delivered without issuance of a Purchase Order shall be considered UNAUTHORIZED.
- Upon receipt of a Purchase Order from the City and shipment of goods ordered. Bidder shall send via e-mail an Order Confirmation to the Contract Administrator or Designee, which details the goods shipped and commercial courier tracking information.
- 1.15 **PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:** The Successful Bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered with the display of the expiration date of each drug/pharmaceutical in a readable fashion; and back-order quantities and estimated delivery of back-orders, if applicable.
- 1.16 **SAMPLES:** Bidders shall provide, within seven (7) calendar days after a formal request is made by the City, a complete and accurate sample of the product(s) which they propose to furnish under this solicitation.
- 1.17 **CONTRACT ADMINISTRATOR:** Upon award, contractor shall report and work directly with Mike Alvarez, Infrastructure (Operations) Director, Department of Public Works, who shall be designated as the Contract Administrator.

- 1.18 **COMPLETE PROJECT REQUIRED:** These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.
- 1.19 **LOCATION: INTENTIONALLY OMITTED.**
- 1.20 **MIAMI-DADE/STATE CONTRACTS OR OTHER GOVERNMENTAL CONTRACT:** The City may, at any time, consider, in lieu of the services provided under this solicitation, utilizing the award for similar services by any other allowable public agency or governmental cooperative.
- 1.21 **CUSTOMER SERVICE:** Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.
- 1.22 **CERTIFICATE OF COMPETENCY:** Any person, firm, corporation or joint venture, who offers a bid, at the time of such bid, shall hold a valid Certificate of Competency or License for Underground Utility and Excavation for Routine and Emergency Repairs for Water, Sanitary Sewer and Storm Water Pipe Break); or a License General Contractor or Underground Utility and Excavation for Cured-In Place Lining for Sanitary Sewer Pipes and Storm Water Drainage Pipes and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If any or all work required in conjunction with this bid is performed by a subcontractor(s), said certification shall be submitted with the Bidder's proposal. A copy of the certificate must be submitted with the bid proposal. Failure to submit this document may render this bid non-responsive; provided, however that the City may at its sole option, allow the Bidder to supply the Certificate to the City within seven (7) calendar days from the date of this bid opening.
- 1.23 **WORKMANSHIP AND MATERIALS:** All parts installed and materials used in performance of this contract shall be new and unused (of current design and manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of highest quality and shall conform to all applicable Building codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.
- 1.24 **USE OF PREMISES:** The contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premise with his/her materials. The contractor shall take all measures necessary to protect his/her own materials.
- 1.25 **DAMAGE TO PUBLIC/PRIVATE PROPERTY:** The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property within a reasonable length of time. (Not to exceed one month from date damage was done).

- 1.26 WARRANTY, FITNESS FOR PURPOSE:** The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the time of the defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warrant provisions.

- 1.27 SAFETY MEASURES:** Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Contractor to follow all OSHA Safety Standards. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of the contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.

- 1.28 LICENSES AND PERMITS:** The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local agency.

The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Contractor's expense.

- 1.29 EMPLOYEE:** Contractor employees will be attired in uniform with the name of the Contractor on the uniform. Work shoes (footwear which fully covers and protects the entire foot) shall be worn at all times as well.

- 1.30 CONTACTS:** The successful Bidder shall supply the name and telephone numbers, cellular and office, of at least two (2) company individuals with the authority to make management decisions and who can be reached at any time.

- 1.31 DELAYS:** The successful Bidder shall notify the City of any actual or potential delays in any repairs.

- 1.32 ACCEPTANCE OF WORK:** Should any work not meet the expectations of the City, the successful Bidder shall be required to correct the fault or faults at his/her expense in both time and materials.

- 1.33 INVOICING:** Invoices submitted for payment by the City shall contain purchase order number; work order number, if applicable; details of service(s) performed; number of labor hours for each worker; hourly rate for each worker; total man hours billed; and material/parts furnished and actual

cost itemized separate from the labor rates and number of labor hours. Copies of invoices or other appropriate documentation including available receipts for materials/parts purchased or supplied shall be provided for each job to support their actual costs prior to reimbursement.

- 1.34 **TIME FOR PERFORMING THE WORK:** Prior to performing the work, the Contractor shall establish with the Contract Administrator, the hours during which the work is to be performed. No work shall be performed outside these hours without the approval of the Contract Administrator.
- 1.35 **EXAMINATION OF THE WORK:** The City shall be provided with every means to verify whether or not the materials and work are in accordance with the requirements and intent of the specifications/repairs. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered before the project is finally approved and accepted.
- 1.36 **EMERGENCY SERVICE/CONTACT:** The Contractor will provide the City with evening, weekend, and holiday service, as necessary, to cope with an emergency situation which threatens public health and safety, as determined by the City. The Contractor shall be immediately available via a twenty-four (24) hour, seven (7) days per week telephone service. It is expected that non-scheduled request for service (emergency calls, etc.) shall be responded to within one (1) hour after the call is made to the service or directly to the Contractor.

ITB 113-2013-LR

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING
FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND
STORM WATER MANHOLES

2.0 GENERAL CONDITIONS

- 2.1 **SEALED BIDS:** An original, five (5) copies, and one (1) electronic copy of the complete bid, must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified in these General Conditions, and in the attached Special Conditions, Minimum Specifications, and Bid Proposal Form.
- 2.2 The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Department of Procurement Management, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile, electronic, or e-mailed bids will not be accepted.
- 2.3 **EXECUTION OF BID:** The bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the bid shall invalidate same, and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will NOT be tabulated.
- 2.4 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).
- 2.5 **TAXES:** The City of Miami Beach is exempt from all Federal Excise and State taxes.
- 2.6 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.
- 2.7 **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this Bid shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 2.8 **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 2.9 **CITY'S RIGHT TO WAIVE OR REJECT BIDS:** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.
- 2.10 **EQUIVALENTS:** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.
- The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION.
- Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the Bid specifications.
- Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.
- 2.11 **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's contractor list.
- 2.12 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Department of Procurement Management, 1700 Convention Center Drive, Miami Beach, Florida, 33139.
- 2.13 **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays.
- 2.14 **INTERPRETATIONS:** Any questions concerning the Bid conditions and specifications should be submitted, in writing, to the City's Department of Procurement Management to Lourdes Rodriguez, e-mail: LourdesRodriguez@miamibeachfl.gov or facsimile: 786-394-4075.
- 2.15 **BID OPENING:** All bids received after the date, time, and place specified in the Bid, will be returned to the bidder unopened, and will not be considered. The responsibility for submitting bids before the stated time and date is solely the responsibility of the bidder. The City will not be responsible for delays caused by mail, courier service, or any other entity or occurrence. Facsimile, electronic, or e-mailed bids will not be accepted.
- 2.16 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.
- 2.17 If any equipment or supplies supplied to the City are found to be defective, or to not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES

- 2.18 **PAYMENT:** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.
- 2.19 **DISPUTES:** In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
- 2.20 **LEGAL REQUIREMENTS:** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.
- 2.21 **PATENTS & ROYALTIES:** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 2.22 **OSHA:** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.
- 2.23 **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 2.24 **ANTI-DISCRIMINATION:** The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 2.25 **AMERICAN WITH DISABILITIES ACT:** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).
- 2.26 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items bid must be new, of the latest model, of the best quality, and the highest grade workmanship.
- 2.27 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
- 2.28 **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.
- 2.29 **DEFAULT:** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidder's list.
- 2.30 **(NOT USED)**
- 2.31 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.
- 2.32 **NOTES TO CONTRACTORS DELIVERING TO THE CITY OF MIAMI BEACH:** Receiving hours are Monday through Friday, excluding holidays, from 8:30 a.m. to 5:00 p.m.
- 2.33 **SUBSTITUTIONS:** The City WILL NOT accept substitute shipments of any kind. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.
- 2.34 **FACILITIES:** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.
- 2.35 **PROTEST PROCEDURES:** Bidders that are not selected may protest any recommendation for contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for bid protests. Protest not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.
- 2.36 **CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**
- Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, by signing in the space provided in the Bid Form. Failure to acknowledge Addendum may deem a bid non-responsive.
- 2.37 The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.
- 2.38 Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management to Lourdes Rodriguez via email: LourdesRodriguez@miamibeachfl.gov or facsimile 786-394-4075, with a copy to the City Clerk, Rafael E. Granado, via email: rafaelgranado@miamibeachfl.gov or facsimile 786-394-4188. The Bid title/number shall be referenced on all correspondence.
- 2.39 **DEMONSTRATION OF COMPETENCY:** Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES

the business of providing the goods and/or services as described in this Bid.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.

The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.

The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.

The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

- 2.40 **DETERMINATION OF AWARD:** The City Commission shall award the bid to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

The ability, capacity and skill of the bidder to perform the contract. Whether the bidder can perform the contract within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The quality of performance of previous contracts.

The previous and existing compliance by the bidder with Applicable Laws relating to the contract.

- 2.41 **ASSIGNMENT:** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

- 2.42 **LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

- 2.43 **OPTIONAL CONTRACT USAGE:** As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Bidders have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies' option.

- 2.44 **SPOT MARKET PURCHASES:** It is the intent of the City to purchase

the items specifically listed in this Bid from the successful bidder. However, items that are to be a "Spot Market" Purchase may be purchased by other methods (i.e. Federal, State or local contracts).

- 2.45 **ELIMINATION FROM CONSIDERATION:** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surely or otherwise upon any obligation to the City.

- 2.46 **ESTIMATED QUANTITIES:** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

- 2.47 **COLLUSION:** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be collusive. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

- 2.48 Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

- 2.49 **DISPUTES:** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

Any contract or agreement resulting from the award of this Bid; then Addendum issued for this Bid, with the latest Addendum taking precedence; then

The Bid; then

The bidder's bid in response to the Bid.

- 2.50 **REASONABLE ACCOMMODATION:** In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Public Works Department at (305) 673-7080.

- 2.51 **GRATUITIES:** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

- 2.52 **SIGNED BID CONSIDERED AN OFFER:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. In case of default on the part of the successful bidder, after such acceptance, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

- 2.53 **TIE BIDS:** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required at the time of bid submission.

- 2.54 **PUBLIC ENTITY CRIMES (PEC):** A person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES

- work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.
- 2.55 DELIVERY TIME: Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (for example, 12-14 days) will be accepted.
- 2.56 CONE OF SILENCE: This Bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the City Clerk via e-mail at RafaelGranado@miamibeachfl.gov
- 2.57 PURSUANT TO THE CITY'S CONE OF SILENCE ORDINANCE, AS CODIFIED IN SECTION 2-486 OF THE CITY CODE, BIDDERS ARE ADVISED THAT ORAL COMMUNICATIONS BETWEEN THE BIDDERS, OR THEIR REPRESENTATIVES AND 1) THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF; OR 2) MEMBERS OF THE CITY'S ADMINISTRATIVE STAFF (INCLUDING BUT NOT LIMITED TO THE CITY MANAGER AND HIS STAFF); OR 3) EVALUATION COMMITTEE MEMBERS, IS PROHIBITED.
- 2.58 TERMINATION FOR DEFAULT: If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.
- In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.
- Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.
- The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.52.
- 2.59 TERMINATION FOR CONVENIENCE OF CITY: The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the
- City's liability to the successful bidder upon a termination as provided for in this subsection.
- 2.60 MODIFICATION/WITHDRAWALS OF BIDS: A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.
- Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.
- 2.61 EXCEPTIONS TO BID: Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.
- 2.62 FLORIDA PUBLIC RECORDS LAW: Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier.
- 2.63 MIAMI BEACH BASED CONTRACTORS: A preference will be given to a responsive and responsible Miami Beach-based contractor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based contractors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based contractor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based contractors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based contractor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.
- 2.64 VETERAN BUSINESS ENTERPRISES: The City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an bid or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

3.0 MINIMUM REQUIREMENTS & TECHNICAL SPECIFICATION

3.1 MINIMUM REQUIREMENTS. The following minimum requirements will be considered in the review of each bidder's responsive. Failure to meet or exceed minimum requirements will disqualify bidder from consideration.

3.1.1 Similar Experience. Bidder shall demonstrate previous experience with engagements of similar size and scope to the requirements of this solicitation for a period of not less than three (3) years.

At time of bid submission Bidder shall have the necessary Federal, State, and local licenses and permits to perform the services listed herein.

Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

3.2 SPECIFICATIONS/SCOPE OF WORK: The prospective bidder shall provide all supervision, labor, equipment, materials, rental of equipment and supplies, for routine pipe replacement and/or to repair and replace existing pipes that was cracked or broken by a blow out. It may also include repairs and replacement of other City owned utilities caused by water, sewer or storm water pipe breaks. In addition, services shall include cured-in place lining for sanitary sewer pipes, storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm manholes.

Prospective bidders shall provide for an off-duty Police Officer, if necessary.

Prospective bidders shall be required to provide all required permits, fees, inspections, impact fees.

Please see Appendix "C" for Standard Details for site and roadway constructions.

The prospective bidder upon the issuance of a purchase order shall mobilize within 24 hours and shall call for emergency underground locates (Sunshine One-Call) immediately in order to start his work in less than forty-eight (48) hours. In some cases such as a sewer main break and after meeting on-site to discuss the repairs of the water or sewer main break, the Contractor may be required to mobilize immediately as directed by the Department of Public Works, Infrastructure (Operations) Director, or the Water and Sewer Superintendent.

The Department of Public Works will provide support to the Contractor for shutting valves to isolate the repairs. Repair work shall only be performed when a Public Work's Operations Supervisor is on site.

The Contractor shall use the Public Works standard details/construction specifications herewith attached as a guide.

Any questions by the Contractor related to new installations or repairs shall be addressed to the Department of Public Works, Infrastructure (Operations) Director or his designee, the Public Works Operations Water & Sewer Superintendent.

CURED-IN PLACE SANITARY SEWER AND STORM DRAINAGE PIPES

PLEASE SEE APPENDIX "D" FOR CURED-IN PLACE SANITARY SEWER AND STORM DRAINAGE PIPES STANDARD SPECIFICATIONS.

Cured-in place lining from manhole to manhole. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.

Linear feet are estimated lengths; actual measurements will be taken from manhole to manhole.

REHABILITATION OF SANITARY SEWER AND STORM DRAINAGE MANHOLES

PLEASE SEE APPENDIX "E" FOR SANITARY SEWER AND STORM DRAINAGE PIPE STANDARD SPECIFICATIONS.

Rehabilitation of manholes cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.

Square feet are estimated for manholes rehabilitation. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.

4.0 COST PROPOSAL

4.1 COST PROPOSAL (APPENDIX B). In order to be considered, bidder must submit, with their bid, Appendix B, Cost Proposal. Failure to submit Appendix B, Cost Proposal, with bid will disqualify bidder from consideration.

APPENDIX A

Proposal Certification, Questionnaire & Requirements Affidavit



MIAMIBEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive

Miami Beach, Florida 33139

305-673-7490

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139
Jimmy L. Morales, City Manager
miamibeachfl.gov | 305.604.CITY | 305.673.0000

Submitted via E-mail: eddybarba@envirowaste.sg.com
eddybarba@gmail.com

January 15, 2016

Eduardo J. Barba
Envirowaste Services Group
4 South East 1 Street, 2 Floor
Miami, FL 33131

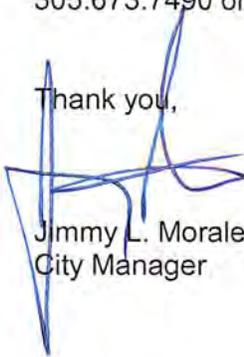
Subject: **RENEWAL OF CONTRACT PURSUANT TO INVITATION TO BID NO. (ITB) 2013-113 FOR WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES**

Dear Mr. Barba:

This letter shall serve as notification that the City has approved a one (1) year extension of the Contract with Envirowaste Services Group to provide water pipe break, cured-in place lining for sanitary sewer pipes and storm water drainage pipes, and rehabilitation of sanitary sewer manholes and storms water manholes, pursuant to the above-referenced ITB. The Contract shall now be effective through February 23, 2017.

Should you have any questions or need additional information, please contact Alian Gonzalez at 305.673.7490 or aliangonzalez@miamibeachfl.gov.

Thank you,



Jimmy L. Morales
City Manager

MIAMI BEACH

City of Miami Beach, 1755 Meridian, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT Tel: 305-673-7490

Submitted via E-mail to: eddybarba@envirowaste.sg
eddybarba@gmail.com

December 29, 2015

Eduardo J. Barba
Envirowaste Services Group
4 SE 1 Street, 2 Floor
Miami, FL 33131

Subject: **RENEWAL OF CONTRACT PURSUANT TO INVITATION TO BID NO. 2013-113 WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES**

Dear Mr. Barba:

Agreement ITB-2013-113 (the "Agreement") between the City of Miami Beach (the "City") and Envirowaste Services Group Inc. ("Contractor"), pursuant to the above-referenced solicitation, expires on February 23, 2016. Section 2.2 of the Agreement allows for the Agreement to be extended for an additional one (1) year period through February 23, 2017.

The purpose of this letter is to seek Contractor's concurrence to extend the Agreement, at the same terms, conditions, and pricing as set forth in the Agreement. If Contractor agrees to extend the term of the Agreement for the additional period, please sign in the space provided below and return this document to Febe Perez at the City's Procurement Department by January 6, 2016.

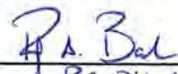
This letter does not constitute an extension to the Agreement. If Contractor agrees to extend the Agreement, the City Manager/City Commission will consider the extension and, if approved, Contractor will be notified of said extension of Agreement under separate cover.

Should you have any questions or need additional information, please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov.

Thank you,


Alex Denis
Procurement Director

I agree to a revised term for the above referenced contract at the same terms and conditions through February 23, 2017.

Signature: 
Printed Name: RALPH A. BARBA
Title: CEO

MIAMI BEACH

City of Miami Beach, 1755 Meridian, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT Tel: 305-673-7490

Submitted via E-mail to: eddybarba@envirowaste.sg
eddybarba@gmail.com

December 29, 2015

Eduardo J. Barba
Envirowaste Services Group
4 SE 1 Street, 2 Floor
Miami, FL 33131

Subject: **RENEWAL OF CONTRACT PURSUANT TO INVITATION TO BID NO. 2013-113 WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES**

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Should you have any questions or need additional information, please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov.

Thank you,


Alex Denis
Procurement Director

I agree to a revised term for the above referenced contract at the same terms and conditions through February 23, 2017.

Signature: _____
Printed Name: _____
Title: _____

MIAMI BEACH	VENDOR EVALUATION FORM - GENERAL SERVICES
--------------------	--

Evaluation Date:	21-Dec-15
Annual Evaluation (Y/N)	Y
Completed by:	Mike Alvarez
Department:	Public Works
Vendor Name :	EnviroWaste Services Group, Inc.
Description of Services :	Provide repairs/rehabilitation of sanitary sewer pipes and manholes; provide lining services for sanitary sewer pipes.
ITB, RFP, RFQ Number:	ITB 2013-113
Vendor's Contact Person:	Eddy Barba
Contract Original Term:	Two (2) Years
Options to Renew Year:	Year 1 (X) Year 2 () Year 3 () Year 4 ()

Please rate contractor performance by placing an "X" under one of the five performance ratings below. If you don't know or any services are not applicable, please leave a blank response. For any "poor" or "below average" rating, please provide comments below.

	Rating				
	Poor	Below Average	Average	Good	Excellent
	1	2	3	4	5
1 Provide the services in a timely basis				X	
2 Provide services as set forth in the Scope of Services					X
3 Comply with timely deliveries as per contract				X	
4 Provide excellent customer services with professional approach				X	
5 Quality of work performed			X		
6 Responsiveness to Owner inquiries				X	
7 Provide work under emergency conditions					X
8 Provide proper documentation - Reports/ Required Training, etc.			X		
9 Provide proper documentation - Invoices				X	
10 Provide timely response to discrepancies, delays, disputes, and/or claims				X	
11 Submit proposals requested by Owner for additions, deletions, and/or modifications to contract scope in timely manner				X	
12 Overall customer satisfaction			X		
TOTAL # of RATINGS:	0	0	3	7	2

COMMENTS

Evaluator Signature:

Date uploaded to Contract Management Module:

Director / Asst. Director Initials:

Uploaded to Contract Management Module By:

Perez, Febe

From: Perez, Febe
Sent: Thursday, December 24, 2015 11:01 AM
To: Corchado, George; Cerna, Maria; Rivas, Jose
Cc: Estevez, Maria; Fontani, Diana; Hart, Debra
Subject: FW: Renewal of Contract for ROUTINE AND EMERGENCY REPAIRS FOR WATER-2013-113-02-LANZO CONSTRUCTION CO. FLORIDA
Attachments: Copy of Vendor Performance Evaluation Form - GENERAL SERVICES.xlsx

Good day:

Please receive this email as a reminder that we are in need of your respond and completion of the attached form in order to work on the renewal of above referenced contract.

Should you have any questions, please do not hesitate to call me.

Sincerely,

MIAMI BEACH

Febe Perez

Contracting Analyst

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

Tel: 305.673.7490 Ext 6615 / febeperez@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

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From: Perez, Febe
Sent: Wednesday, December 16, 2015 7:57 PM
To: Hart, Debra; Fontani, Diana; Corchado, George
Cc: Estevez, Maria; Abarca, Nestor
Subject: Renewal of Contract for ROUTINE AND EMERGENCY REPAIRS FOR WATER- 2013-113-02-LANZO CONSTRUCTION CO. FLORIDA

Good day:

Perez, Febe

From: Perez, Febe
Sent: Wednesday, December 16, 2015 7:57 PM
To: Hart, Debra; Fontani, Diana; Corchado, George
Cc: Estevez, Maria; Abarca, Nestor
Subject: Renewal of Contract for ROUTINE AND EMERGENCY REPAIRS FOR WATER-2013-113-02-LANZO CONSTRUCTION CO. FLORIDA
Attachments: Copy of Vendor Performance Evaluation Form - GENERAL SERVICES.xlsx

Good day:

Please be advised that above referenced contract will expire on February 23, 2016; therefore kindly confirm in writing whether you also want to extend the agreement term by completing the Performance Evaluation Form attached in order to complete the renewal process for the following vendors:

- ENVIROWASTE SERVICES GROUP INC
- LANZO CONSTRUCTION CO. FLORIDA
- LAYNE INLINER, INC.
- GIANNETTI CONTRACTING CORP.

We would appreciate if you respond to us by Wednesday December 23rd, 2015 in order to ensure in the timely manner the renewal of such contract. Should you have any questions, please contact Nestor Abarca.

Look forward to hear from you.

Thanking you in advance for your prompt attention.

MIAMIBEACH

Febe Perez

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Tel: 305.673.7490 Ext 6615 / febeperez@miamibeachfl.gov

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

ENVIROWASTE SERVICES GROUP, INC.

Filing Information

Document Number	P98000014467
FEI/EIN Number	65-0829090
Date Filed	02/13/1998
State	FL
Status	ACTIVE

Principal Address

18001 Old Cutler Road
Suite 554
Palmetto Bay, FL 33157

Changed: 01/06/2015

Mailing Address

18001 Old Cutler Road
Suite 554
Palmetto Bay, FL 33157

Changed: 01/06/2015

Registered Agent Name & Address

LEON RUBIDO, MARLENE
6780 CORAL WAY
MIAMI, FL 33155

Name Changed: 09/22/2011

Address Changed: 09/22/2011

Officer/Director Detail

Name & Address

Title P/D

BARBA, EDUARDO J
18001 Old Cutler Road
Suite 554
Palmetto Bay, FL 33157

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State of Florida, Department of State



June 27, 2016

RE: 2013-113-ITB

Pedro Melo
Senior Manager, Field Operations
NMB Water
17820 NW 29 Court
Miami Gardens, FL 33056
Direct Line (305) 770-5135
Office Phone: (305) 624-1177
Fax: (305) 620-3920
E-mail: pedro.melo@citynmb.com

We honor the City of Miami Beach 2013-113-ITB for use in the City of North Miami Beach including all line items for the city-wide Water Pipe Break, Manhole, CIPP for Storm and Sanitary Pipes.

ENVIROWASTE SERVICES GROUP, INC.

Thank you for the opportunity,

A handwritten signature in black ink, appearing to read "Julio A. Fojon", is written over a light gray background.

Julio A. Fojon
Director

			ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER & STORM WATER PIPE BREAK NOTE: City of Miami Beach (Contract)	CITY OF NORTH MIAMI BEACH (Golden Beach -- remove broken 18 inch water main gate valve and replace with new)		
Item No.	Est. Qty.	Units of Measure	Description	Envirowaste Services Group Inc. Contract - Unit Price	Calculations for construction work...	COST
1	3	Agg Sum	For performing preparatory work and mobilizing equipmentt for beginning the work of the emergency water pipe repairs including, securing the site, permits, and acceptance of Maintenance of Traffic (MOT).	\$3,500.00	\$3,500.00	\$3,500.00
2	2,500	cubic feet	For excavating existing water mains break / blow out of different diameter sizes (up to 6 feet in depth)	\$13.75	8ftx60ftx6ft	\$30,000.00
3	833	cubic feet	Additional excavation after 6 feet	\$18.75	8ftx60ftx3ft	\$27,000.00
4	3	Agg Sum	Dewatering excavation trench to perform work	\$10,000.00	\$10,000.00	\$10,000.00
5	3	Agg Sum	For removal of broken, cracked or blow-out water pipes, (minimum three (3) section of pipes of 20 feet each).	\$4,750.00	\$4,750.00	\$4,750.00
6	3	Agg Sum	For removal of city owned utilities (damaged) caused by the water main break/blow out such as a sanitary sewer main and/or laterals or other City infrastructures.	\$9,000.00	N/A	N/A
7	3	Agg Sum	For trench preparation / laying down the new water main pipe and fittings	\$5,500.00	\$5,500.00	\$5,500.00

**ROUTINE AND EMERGENCY REPAIRS
FOR WATER, SANITARY SEWER & STORM WATER PIPE BREAK
NOTE: City of Miami Beach (Contract)**

CITY OF NORTH MIAMI BEACH

(Golden Beach -- remove broken 18 inch water main gate valve and replace with new)...

Item No.	Est. Qty.	Units of Measure	Description	Envirowaste Services Group Inc.	Calculations for construction work...	COST
				Contract ---Unit Price		
8			For removal and replacement sanitary gravity pipes damaged by the pipe blow out		N/A	N/A
	200	linear feet	Sanitary 4 inch pvc pipe and fittings	\$125.00	"	"
	800	"	Sanitary 8 inch pvc pipe and fittings	\$175.00	"	"
	200	"	Sanitary 10 inch pvc pipe and fittings	\$215.00	"	"
	400	"	Sanitary 12 inch pvc pipe and fittings	\$260.00	"	"
	200	"	Sanitary 18 inch pvc pipe and fittings	\$285.00	"	"
	300	"	Sanitary 20 inch pvc pipe and fittings	\$310.00	"	"
	300	"	Sanitary 24 inch pvc pipe and fittings	\$350.00	"	"
9			For removal and replacement storm water pipes damaged by the pipe blow out		N/A	N/A
	200	linear feet	Storm water 4 inch pvc pipe and fittings	\$135.00	"	"
	400	"	Storm water 8 inch pvc pipe and fittings	\$195.00	"	"
	400	"	Storm water 10 inch pvc pipe and fittings	\$230.00	"	"
	600	"	Storm water 12 inch pvc pipe and fittings	\$285.00	"	"
	800	"	Storm water 15-18 inch pvc pipe and fittings	\$315.00	"	"
	400	"	Storm water 20 inch pvc pipe and fittings	\$386.00	"	"
	400	"	Storm water 24 inch pvc pipe and fittings	\$410.00	"	"

**ROUTINE AND EMERGENCY REPAIRS
FOR WATER, SANITARY SEWER & STORM WATER PIPE BREAK
NOTE: City of Miami Beach (Contract)**

CITY OF NORTH MIAMI BEACH

(Golden Beach -- remove broken 18 inch water main gate valve and replace with new.)

Item No.	Est. Qty.	Units of Measure	Description	Envirowaste Services Group Inc.	Calculations for construction work...	COST
				Contract Unit Price		
10			For construction of water main pipes			
	800	linear feet	8 inch ductile iron pipe (DIP) pipes and fittings	\$60.00		
	600	"	12 inch ductile iron pipe (DIP) pipes and fittings	\$85.00		
	300	"	16 inch ductile iron pipe (DIP) pipes and fittings	\$85.00		
	400	"	20 inch ductile iron pipe (DIP) pipes and fittings (using 18" diam.)	\$105.00	three (3) 20 ft. se	\$6,300.00
	400	"	24 inch ductile iron pipe (DIP) pipes and fittings	\$125.00		
	200	"	30 inch ductile iron pipe (DIP) pipes and fittings	\$145.00		
	200	"	36 inch ductile iron pipe (DIP) pipes and fittings	\$175.00		
11	250	cubic feet	For backfilling and compaction of 12 inch lifts up to 6 feet in depth (for an area of 1,250 square feet)	\$19.00	8ftx60ftx6ft	\$54,720.00
12	125	cubic feet	For backfilling and compacting additional 12 inch lifts after 6 feet depth (area over 1,250 square feet)	\$27.50	8ft.x60ft.x3ft	\$39,600.00
13	6	each	For obtaining the service of a laboratory to perform density testing (minimum two density test)	\$350.00	\$350.00	\$350.00
14	1300	Square Yard	For saw cutting pavement trench for a neat square or rectangle shape pavement restoration up to 4 inches in depth.	\$5.25	80ftx14ft. / 9	\$653.00
15	1300	Square Yard	For milling up to 2 inches thick	\$9.00	200ftx 22ft. / 9	\$4,400.00
16	200	tons	For paving up to 2 inches thick of hot asphalt (Type S-III. Includes paving machine and roller compactor and all labor to perform work	\$235.00	100ftx22ft/9=490x125 x235.00/2000=	\$7,181.00

ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER & STORM WATER PIPE BREAK NOTE: City of Miami Beach (Contract)				CITY OF NORTH MIAMI BEACH (Golden Beach -- remove broken 18 inch water main gate valve and replace with new)		
Item No.	Est. Qty.	Units of Measure	Description	Contract Unit Price	Calculations for construction work...	COST
17	100	tons	For additional one (1) inch thick of hot asphalt. Includes labor, paver machine and roller compactor.	\$149.00	N/A	N/A
18			For restoration of pavement markings		N/A	N/A
	500	linear feet	4 inch / white & yellow skip stripes	\$1.10	"	"
	500	"	5 inch / white & yellow skip stripes	\$1.20	"	"
	600	"	4 inch / white solid lines	\$1.10	"	"
	600	"	6 inch / white solid lines	\$1.20	"	"
19			For sidewalk removal & replacement (includes hauling, concrete delivery and labor and equipment and materials) . Concrete to be 3,500psi (FDOT approved).		N/A	N/A
	250	square feet	4 inches wide / thick (gray concrete)	\$7.25	"	"
	125	"	4inches wide / thick (miami beach " red ")	\$10.00	"	"
	125	"	6 inches wide / thick (gray concrete) with wire mesh	\$10.00	"	"
	125	"	6 inches wide / thick (miami beach " red ") with wire mesh	\$12.50	"	"
20			For concrete curb / gutter replacement (includes hauling, concrete delivery, labor and equipment).			
	400	linear feet	12 inch wide with 2 # 5 reinforcing bars (gray concrete)	\$19.00		
	400	"	18 inch wide with 2 # 5 reinforcing bars (gray concrete)	\$22.00	100 feet	\$2,200.00
	400	"	24 inch wide with 2 # 5 reinforcing bars (gray concrete)	\$27.00		
	400	"	36 inch wide with 2 # 5 reinforcing bars (gray concrete)	\$34.00		

**ROUTINE AND EMERGENCY REPAIRS
FOR WATER, SANITARY SEWER & STORM WATER PIPE BREAK**
NOTE: City of Miami Beach (Contract)

CITY OF NORTH MIAMI BEACH

(Golden Beach -- remove broken 18 inch water main gate valve and replace with new...

Item No.	Est. Qty.	Units of Measure	Description	Envirowaste Services Group, Inc.	Calculations for construction work...	COST
				Unit Price		
21			For concrete curb / gutter replacement (includes hauling, concrete delivery, labor and equipment).		N/A	N/A
	400	linear feet	12 inch wide with 2 # 5 reinforcing bars (miami beach " red ")	\$22.00	"	"
	400	"	18 inch wide with 2 # 5 reinforcing bars (miami beach " red ")	\$26.00	"	"
	400	"	24 inch wide with 2 # 5 reinforcing bars (miami beach " red ")	\$30.00	"	"
	400	"	36 inch wide with 2 # 5 reinforcing bars (miami beach " red ")	\$38.00	"	
22	400	linear feet	For street lighting conduits removal / replacement and electrical wires and electrical hardware including pull boxes. Includes all labor, equipment and materials to perform the work.	\$75.00	N/A	N/A
23	800	square feet	Landscaping (sod)	\$1.20	80ftx30ft	\$2,400.00
					TOTAL	\$198,554.00
			CONTINGENCY: (unforeseen conditions 10 %)	CONTINGENCY: (10%)		\$19,855.00
					GRAND TOTAL:	\$218,409.00



**AGREEMENT PU-2016-71-ENV
WATER PIPE BREAK, MANHOLE REHABILITATION AND CIPP FOR STORM AND SANITARY PIPES
BETWEEN THE CITY OF NORTH MIAMI BEACH AND ENVIROWASTE SERVICES GROUP, INC**

THIS AGREEMENT is made and entered into as of the ____ day of September, 2016, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **ENVIROWASTE SERVICES GROUP, INC** having its principal office at 18001 Old Cutler Road, Palmetto Bay, Florida 33157, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing ITB 113-2013LR, titled **ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES**, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by the City of Miami Beach; and

WHEREAS, the CONTRACTOR has exhibited by its response to the City of Miami Beach's solicitation that it is capable of providing the required services and agrees to provide the same services, in an amount not to exceed \$219,000.00, to the City of North Miami Beach, as delineated in the offer letter and estimate attached hereto **Exhibit "B"**; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to infiltration and inflow abatement, city-wide inspection, cleaning, repair, sewer and related services, as specified herein, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to City of Miami Beach under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the City of Miami Beach.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on September, 2016, and continue February 23, 2017. The City Manager or designee reserves the right to renew this Agreement for up to one year.

SECTION 2. NOTICE.

2.1 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, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: ENVIROWASTE SERVICES GROUP, INC
Attn.: Julio Fojon
18001 Old Cutler Road
Palmetto Bay, Florida 33157
Telephone No. 305-637-9665
Fax: 305-637-9659
Email: julio.fojon@envirowastesg.com

SECTION 3. MODIFICATION.

3.1 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.

SECTION 4. SOVEREIGN IMMUNITY.

4.1 The City is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CAO
VENDOR



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

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: [Signature]
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: Julio Fojon
(Print)

Date: _____

Title: Director

Attest: _____
Pamela Latimore, City Clerk

Date: 9/8/16

Approved as to form and legal sufficiency:

Attest: [Signature]
Corporate Seal/Notary Public

[Signature] 9/8/16
Jose Smith, City Attorney





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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

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

VIA: Janette Smith, CPA, Finance Director
Joel Wasserman, Chief Procurement Officer

DATE: Tuesday, November 1, 2016

RE: Resolution R2016-95 (Janette Smith, CPA, Finance Director, Joel Wasserman, Chief Procurement Officer)

BACKGROUND ANALYSIS:

The Agreement for professional auditing services between the City of North Miami Beach and The Sharpton Group has expired with the completion of the audit for Fiscal Year 2014/2015. As the City requires the continued services of a professional auditing firm and it is necessary to develop and issue a formal solicitation.

Pursuant to Section 218.391, Florida *Statutes*, the City is required to follow certain procedures for the selection of auditors, which includes the establishment of an audit committee in order to adopt standards for the selection of a professional auditing service firm, develop a request for proposals (RFP) and evaluate responses to the RFP, screen candidate firms, and rank and recommend to the City Council for selection. Additionally, pursuant to Section 218.391 *Florida Statutes* the Mayor and City Council are authorize the establishment of an Audit Committee.

This resolution formally establishes and recognizes Audit Committee pursuant Section 218.391 *Florida Statutes* to and authorizes the City Manager to appoint five (5) members to serve on the Audit Committee, each of whom can offer analysis and advice regarding the establishment of review criteria, the selection of a professional auditing firm and other audit oversight purposes.

RECOMMENDATION: The City Manager recommends the following individual serve as

the audit committee Candido Sosa-Cruz, Deputy City Manager, Janette Smith, Finance Director, Jeffrey F. Thompson, NMB Water Director, Julio Magrisso, Assistant Director and Mac Serda, Senior Manager.

**FISCAL/BUDGETARY
IMPACT:**

Funding for Fiscal Year 2017 is available through Finance Department Account 010470-320.

ATTACHMENTS:

- ▣ [Revised Resolution 2016-95](#)

RESOLUTION NO. R2016-95

**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.**

WHEREAS, the Agreement for professional auditing services between the City of North Miami Beach and The Sharpton Group has expired with the completion of the audit for Fiscal Year 2014/2015; and

WHEREAS, pursuant to Section 218.391, *Florida Statutes*, the City is required to follow certain procedures for the selection of auditors, which includes the establishment of an audit committee; and

WHEREAS, the Mayor and City Council authorize the establishment of an Audit Committee pursuant to Section 218.391 *Florida Statutes* and for the purpose of selecting a professional auditing firm; and

WHEREAS, the purpose of the Audit Committee will be to develop and adopt standards for the selection of a professional auditing service firm, develop a request for proposals (RFP) and evaluate responses to the RFP, screen candidate firms, and rank and recommend to the City Council for selection; and

WHEREAS, the Mayor and City Council find it is in the best interest of the City to establish an Audit Committee pursuant to Florida Statutes 218.39.

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

Section 1. The aforementioned recitals are true and correct

Section 2. The City Council hereby establishes an Audit Committee pursuant to Section 218.391, *Florida Statutes*, and authorizes the City Manager to appoint five (5) members to serve on the Audit Committee, each of whom can offer analysis and advice regarding the establishment of review criteria, the selection of a professional auditing firm and other audit oversight purposes.

Section 3. The Audit Committee shall come into existence each time five (5) members are appointed to serve for a particular purpose and such audit committee's existence shall terminate upon completion of the tasks related to the particular purpose.

Section 4. This Resolution shall be effective immediately upon adoption.

RESOLUTION R2016-95

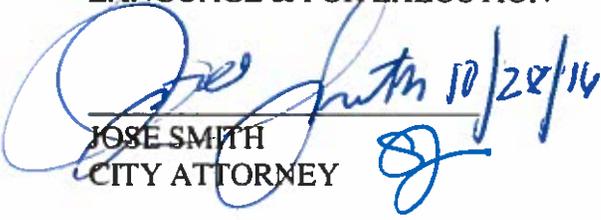
APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **1st day of November, 2016.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION



JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor & Council

RESOLUTION R2016-95



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: Paulette Murphy, Director of Parks & R.E.C.
DATE: Tuesday, November 1, 2016

RE: Veterans Day Service, November 11, 2016 (Paulette Murphy, Director of Parks & R.E.C.)

BACKGROUND ANALYSIS:

On Friday, **November 11th** the City of North Miami Beach Parks & R.E.C. Department in conjunction with the Office of the Mayor and Council, will present its annual Veterans Day Service beginning at 10:00 AM at the **All Wars Memorial Park in the Harry Cohen Complex**, located at 16500 NE 16th Avenue just north of the City's Library and Gwen Margolis Amphitheater. We invite you to join us as our guest where we will pay tribute to the veterans who have served our Country and those who continue to preserve our freedom. For more information, please contact the Parks and R.E.C. Department at 305-948-2957.

RECOMMENDATION:
FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

 [Veterans Day](#)

**VETERANS DAY
SERVICE**



NOVEMBER 11th

10:00 A.M.

All Wars Memorial Park

16500 NE 16th Avenue



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 Hernandez, Library Manager
DATE: Tuesday, November 1, 2016

RE: Upcoming November Library Events (Edenia Hernandez, Library Manager)

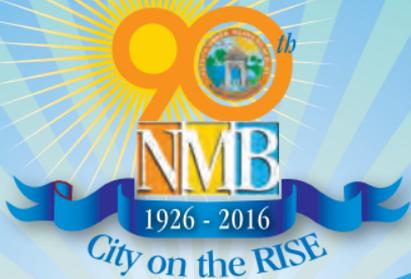
BACKGROUND ANALYSIS:

The North Miami Beach Library will be hosting three events in November. The most significant is the city's birthday celebration occurring on November 19th here at the North Miami Beach Public Library. This family event titled "Birthday Fiesta", will take place from 3:30-6:00pm. The next event titled "Life in NMB 2026" will correlate with the birthday celebration on November 19th from 3:30-5:30pm at the library. Participants will show their future of NMB creativity, through song, drawing, or an essay to win prizes. Those entering will also have their work included in the NMB time capsule internment. Submissions for the contest must be submitted to the library no later than November 14th. The final event is a theater show in collaboration with the Friends of the North Miami Library titled "More Caps for Sale", which will occur November 18th at the Julius Littman Performing Arts Theater at 7pm.

RECOMMENDATION:
FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> NMB 90th Library Event |
| <input type="checkbox"/> NMB 2026 |



NORTH MIAMI BEACH'S
BIRTHDAY FIESTA

A Balloon Extravaganza & Birthday Celebration

NOVEMBER 19TH, 2016

North Miami Beach Library

1601 NE 164 Street, North Miami Beach, FL 33162

from 3:30- 6:00pm

JOIN US IN BLOWING OUT THE COMMUNITY BIRTHDAY CAKE

- > State of Florida Library Recognition
- > Key to the City will be awarded to local Author Kraig Geiger
- > Presenting NMB's renowned storyteller: Carrie Sue Ayvar
 - > Bounce House
 - > Face Painting
 - > Dance Presentations
 - > More money to the bill!

Place your mark and help inter the time-capsule

#IamNMB

www.citynmb.com



LIFE IN NMB 2026!

Write an essay, sing a song, draw a picture contest.

Winners work will be presented at City & Library Birthday Celebration on November 19th and will also be included in the Time Capsule interned that day. Prizes will be awarded!

Additional information: 305-948-2970

Entries to be turned into NMB Library, 1601 NE 164 St
Entry submittals due November 14th



Join us for the Time Capsule Internment on Nov. 19th, 2016, 3:30-5:30 pm

City of North Miami Beach

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

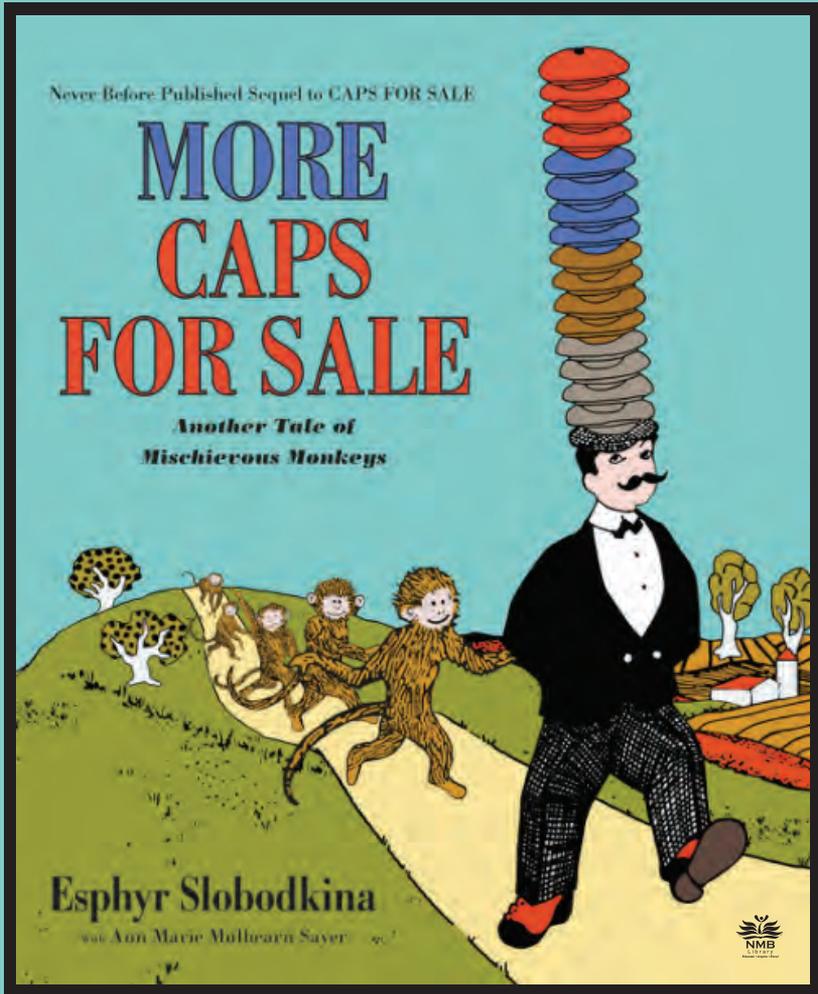
MORE CAPS FOR SALE

Presented in collaboration with Friends of the North Miami Library

Theater Show: November 18, 2016 @7PM

First 75 students will receive a FREE Copy of "More Caps for Sale"

Presented by NMB Library, the NMB Multicultural and Educational Committee



Theater Show: November 18

Julius Littman Theater

17011 NE 19th Avenue, NMB, FL 33162

citynmb.com/library

northmiamifl.gov

Slobodkina Art Exhibit: November 17-25

On Display at North Miami Library

835 NE 132nd Street, North Miami, FL 33161

[f /MoreCapsForSale](https://www.facebook.com/MoreCapsForSale)

[@CapsForSaleOfficial](https://www.instagram.com/CapsForSaleOfficial)



City of North Miami Beach

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



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: Esmond K. Scott, Assistant City Manager
DATE: Tuesday, November 1, 2016

RE: Household Hazardous Waste Collection Day, Saturday, November 12, 2016 (Esmond K. Scott, Assistant City Manager)

BACKGROUND ANALYSIS:

The City of North Miami Beach and Waste Management, Inc. are pleased to announce a **Household Hazardous Waste Collection Day** on **Saturday, November 12, 2016**, from 9 a.m. to noon at the NMB Water Operations Center, 2101 NE 159th Street.

City residents may drop off most household hazardous waste items, including batteries and electronics; mercury thermostats, lamps, and other mercury-containing equipment; and pesticides, paints, solvents and cleaners.

Accepted Items:

- Batteries
- Electronics
- Mercury thermostats, lamps, and other mercury-containing equipment
- Pesticides
- Paints
- Solvents
- Cleaners

Not all hazardous wastes are accepted.

Prohibited items include:

- Explosives (flares, ammunition, fireworks, etc.)
- Tires
- Biohazards/pharmaceuticals/medications
- Smoke detectors
- Bulk trash

- Welding or commercial gas cylinders

Proof of residency is required. For additional information, please call (30) 948-2904

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

None



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MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager, ICMA-CM
VIA: Jeffrey Thompson, P.E., Director of NMB Water
DATE: Tuesday, November 1, 2016

RE: NMB Water Frequently Asked Questions & Town Hall Meetings
with Staff (Jeffrey Thompson, P.E., Director of NMB Water)

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

ATTACHMENTS:

None



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: Candido Sosa-Cruz, MPA, Deputy City Manager
Joel Wasserman, CPPO, Chief Procurement Officer

DATE: Tuesday, November 1, 2016

RE: Property and Worker Compensation Insurance Emergency Purchase (Candido Sosa-Cruz, Deputy City Manager)

BACKGROUND ANALYSIS:

Brown & Brown of Florida, Inc. (“Brown & Brown”) serves as the City of North Miami Beach’s (“City”) Broker of Record for brokerage services for property and casualty insurance. Brown & Brown was selected through a formal competitive solicitation by the City of Daytona Beach to provide brokerage services for employee benefits insurance coverage. The City piggybacked on the City of Daytona Beach’s competitively solicited and negotiated agreement for the same services, as permitted under Section 3-4.3 of the City’s Code of Ordinances.

The City’s property and excess worker’s compensation insurance was scheduled to expire at the end of September 2016. Pursuant to our agreement, Brown & Brown, as the Broker of Record went to market seeking providers of property and workers compensation insurance coverage. On September 27, 2016, the Broker of Record provided to the City for property and excess worker’s compensation insurance from Florida Municipal Insurance Trust’s (FMIT’s) renewal policy and Preferred Governmental Insurance Trust (PGIT).

The Broker of Record recommends selection of PGIT as the provider of the City’s property insurance based upon the market options and best cost and value of benefits.

Added Benefits of PGIT Policy

- Added coverage for Inland Marine Blanket Unscheduled up to \$1,000,000
- Reduced all other peril deductible from \$100,000 to

- \$25,000
- Reduced boiler and machinery deductible from \$100,000 to \$25,000
- Reduced flood deductible from \$100,000 to \$25,000
- Increased earth movement covers included from FL Sinkhole Coverage to Florida Sinkhole Coverage plus \$5,000,000
- Increased coverage for ordinance and law from 25% over actual with limit to \$500,000
- Reduced annual policy cost \$6,800
- Avoided future rate 2017 Statewide Workers Compensation Rate increase of 15% (saving approximately \$15,000 annually)

The City Manager, based upon the recommendation of the Broker of Record and the importance of maintaining coverage to protect the health, safety, and welfare of the City, authorized the execution of an agreement with PGIT as the provider of property and excess workers compensation insurance, pursuant to section 3-4.2 Emergency Purchases of the City's Code of Ordinance. The property and excess worker's compensation insurance coverage offered by PGIT will provide higher coverage at a lower rate than the existing coverage provided by FMIT. The total annual cost of property and excess workers compensation insurance coverage is \$326,340, a reduction of over \$80,000 from the previous year and nearly \$7,000 less than the alternative pricing.

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

None



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: Jose Smith, City Attorney
VIA:
DATE: Tuesday, November 1, 2016
RE: Litigation List (Jose Smith, City Attorney)

BACKGROUND ANALYSIS: Litigation List as of November 1, 2016

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Litigation List as of November 1, 2016 |
| <input type="checkbox"/> Exhibit to Litigation List Disposition memorandum \$200,000.00 |

LITIGATION LIST

TO: Mayor and City Council
FROM: Jose Smith, City Attorney
DATE: November 1, 2016

- I. Civil Rights:
- II. Personal Injury:
- III. Other Litigation:
- IV. Forfeitures:

NEW CASES

CNMB v. Sam Bono/Bertis Echols, In re-Forfeiture of a 2013 Jeep Wrangler

CNMB v. Jean Carlos Garcia, In re Forfeiture of a 2010 Mercedes Benz C-300 VIN #WDDGF5EB8AR122841

CLOSED CASES

CNMB v. Sandra Vallina and Marta Mejia in re: **Forfeiture of \$200,000.00 in U.S. currency**

- V. Mortgage Foreclosures:

NEW CASES

Metropolitan Life Insurance Company v. Erik Tala and CNMB

Wilmington Savings Fund Society v. Doris E. Berriz and CNMB

Wells Fargo v. Mervil Barthelemy and CNMB

- V. Bankruptcies:

Ashley Stewart Holdings, Inc.

Dismissed

- VII. Other information:



City of North Miami Beach, Florida

Offices of the City Attorney

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: October 13, 2016

**RE: Forfeiture of: \$200,000.00 in U.S. Currency
NMBPD Case No.: 2016-0123-17**

Attached please find the Default Final Judgment and Final Order of Forfeiture in the above-referenced case.

Sandra Vallina and Marta Mejia did not contest the forfeiture.

Pursuant to Sections 932.701-932.7055, Florida Statutes, the \$200,000.00 in U.S. Currency 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, January 23, 2016.

THIS CASE IS NOW CLOSED.

cc: Sgt. P. Perez
Det. R. Slusher

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT
MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2016-005741-CA-01

IN RE: FORFEITURE OF:

\$200,000.00 in U.S. CURRENCY

DEFAULT FINAL JUDGMENT AND FINAL ORDER OF FORFEITURE

THIS CAUSE came before the Court upon Petitioner CITY OF NORTH MIAMI BEACH's Motion for Default Final Judgment and Final Order of Forfeiture, and the Court, having reviewed the motion, case file, and being otherwise fully advised in the premises, finds:

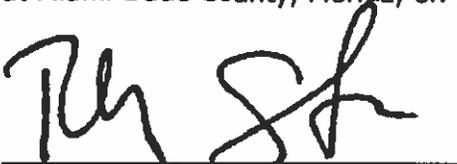
1. The Court has jurisdiction over the \$200,000.00 in U.S. CURRENCY pursuant to the *Florida Contraband Forfeiture Act*, Florida Statutes § 932.701 through § 932.7055.
2. The North Miami Beach Police Department is a law enforcement agency as defined in Florida Statute § 932.704.
3. Petitioner has complied with the notice requirements of Florida Statute § 932.703(2).
4. On April 7, 2016, this Court entered an Order finding probable cause for the forfeiture action to proceed, directing all claimants to file a responsive pleading within 20 days of service of the Order and Complaint.
5. Notice of forfeiture proceedings was published in the Daily Business Review, pursuant to Fla. Stat. § 932.703, directing all those with an interest in the Property to file a responsive pleading within twenty days of the publication of the Notice, pursuant to Court Order.
6. On April 28, 2016, personal service was effected upon SANDRA MARIA VALLINA with a certified copy of the Order of probable cause and verified complaint.
7. Personal service was not effectuated on MARTA FERNANDA JIMENEZ MEJIA due to her current residence in Colombia. However, a diligent search was conducted.
8. The Affidavits of Non-Military Status of SANDRA MARIA VALLINA and MARTA FERNANDA JIMENEZ MEJIA filed with this Court show that neither is in the Military Service of the United States, and that neither is entitled to the benefits or privileges of the Service Members Civil Relief Act, 50 App. U.S.C.A. § 501, et seq.

10. No claimant has filed any paper or pleading with the Court contesting forfeiture or otherwise claiming an interest in the \$200,000.00 in U.S. CURRENCY, and the time for doing so has expired.
11. The facts alleged in the verified complaint and supporting affidavit show by clear and convincing evidence that the \$200,000.00 in U.S. CURRENCY, was used or intended to be used in violation of the Florida Contraband Forfeiture Act, and as contraband, is subject to forfeiture as provided under Fla. Stat. § 932.701 - § 932.7055, and therefore, based on the foregoing facts, it is

ORDERED AND ADJUDGED THAT:

- i. Default judgment is hereby entered against SANDRA MARIA VALLINA.
- ii. Default judgment is hereby entered against MARTA FERNANDA JIMENEZ MEJIA.
- iii. The \$200,000.00 in U.S. CURRENCY is hereby forfeited to the CITY OF NORTH MIAMI BEACH for its use and benefit pursuant to Fla. Stat. §§ 932.701-7055, with rights and interest perfected *munc pro tunc* as of January 23, 2016 the date of seizure.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 10/10/16.



RODNEY SMITH
CIRCUIT COURT JUDGE

No Further Judicial Action Required on THIS MOTION
CLERK TO RECLOSE CASE IF POST JUDGMENT

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.
Copy to: Michele Samaroo, Asst. City Atty

Michele.samaroo@citynmb.com.

CHARTER REVIEW WORKSHOPS AND MEETINGS:



CHARTER REVIEW COMMITTEE MEETINGS:

- **October 1, 2015**, *Committee Meeting*
- **November 16, 2015**, *Committee Meeting*
- **December 10, 2015**, *Committee Meeting*
- **January 27, 2016**, *Committee Meeting*
- **February 11, 2016**, *Committee Meeting*
- **March 9, 2016**, *Committee Meeting*
- **April 4, 2016**, *Committee Meeting*
- **April 6, 2016**, *Citizens Town Hall Meeting*
- **April 13, 2016**, *Committee Meeting*

CITY COUNCIL MEETINGS AND WORKSHOPS:

- **October 18, 2016**, *Town Hall Meeting*
- **July 5, 2016**, *Council Conference*
- **June 16, 2016**, *Workshop & Town Hall Meeting*
- **May 17, 2016**, *Workshop*
- **April 13, 2016**, *Meeting*
- **February 26, 2015**, *Workshop*
- **November 18, 2014**, *Workshop*
- **April 29, 2014**, *Workshop*



CITY OF NORTH MIAMI BEACH
Charter Review Committee Meeting
City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Monday, November 16, 2015
6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice Chair
Chuck Cook
William Dean
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Esq., Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Assistant City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:00pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond (arrived a few minutes late), Bruce Lamberto, and Larry Thompson. Also present were City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, Assistant City Clerk Lynnetta Jackson, and Jean Olin, Esq. outside Counsel.

Pledge of Allegiance was led by the Charter Review Committee.

Chairman Asarnow announced that it is very important to realize that the committee will be making recommendations not just for the current City Council members, staff, and residents, but for future generations in North Miami Beach to live by. He also stated that simplicity should be the goal.

Item #1 - Mayor's Authority/Vacancies in Office

Existing Provision: Charter Officers are appointed by the City Council and committees are established in the Charter and any vacancies shall be filled by the City Council.

Proposed Provision Option "A": *Mayor, subject to Council approval, appoints City Council committees; Charter Officers appointed by City Council; and, Mayor's vacancy filled by Vice-Mayor until next general election or, if more than six months remain, in term of office then until a special election is held; and, a vacancy in a council member seat with less than 6 months in the term of office shall be filled by the nomination of the Mayor subject to confirmation of by City Council.*

Proposed Provision Option "B": *City Council appoints committees of City Council; Charter Officers; and, a vacancies in council member seats with less than 6 months in the term of office, or until a special election is held.*

City Attorney Smith explained the provision and gave examples of cities that have committees, such as finance, budget, and planning and zoning, which consist of members of the Council and are different than volunteer citizen boards. He also stated that Section 2 of the Code contains all of the committees currently in existence in North Miami Beach and if the City chose to establish a new board, it would be done by an ordinance. The fact that a council has never exercised the authority to make committees within the council was noted.

Motion to approve to retain the language of the existing provision regarding committees made by Mr. Cook, seconded by Mr. Asarnow.

MOTION PASSED 7-0.

Item #2 - Vice Mayor's Duties/Vacancy

Existing Provision: City Council elects a Vice Mayor to act and who shall exercise the powers of the Mayor; and vacancies shall be filled by the City Council pending the next general election, but if more than one year remains in the term of office, a special election to fill the vacancy shall be held.

Proposed Provision Option "A": *Vice-mayor will have all powers, authority, duties, and responsibilities of the Mayor and shall be designated by a resolution of the City Council; and, provides that if there is a vacancy in the Mayor's seat, the Vice-Mayor shall fill the Mayors seat unless there are more than 6 months remaining on the term of office and then a special election shall be held.*

City Attorney Smith explained the provision and noted other cities have decided that a one year vacancy was too long and voters should have the opportunity to fill the position. Mr. Fleurimond said that in cities where the Mayor has to run for office every two years, he would see it as a reasonable reason to consider the change, but because the city is under a four year term, one year is twenty-five percent (25%) of the term and that's not enough reason to make the change and put it in front of the constituents and citizens.

Motion to approve to retain the existing provision made by Mr. Lamberto, seconded by Mr. Asarnow.

MOTION PASSED 7-0.

On the subject of filling vacancies, City Attorney Smith asked the Committee whether they would prefer the Mayor bringing a nomination forward and having the Council vote for that person or allowing each council member the opportunity to nominate someone of their choice. Mr. Fleurimond explained the process that was in effect during his time on the Council. Councilwoman Beth E. Spiegel stated this issue was previously discussed and not amended by the former Charter Review Committee.

Motion to approve to leave the existing provision as is made by Mr. Lamberto, seconded by Mr. Asarnow.

MOTION PASSED 7-0.

Item #3 - Term of Office/Term Limits

Existing Provision: Mayor and Council limited to no more than eight consecutive years in office.

Proposed Provision Option "A": *No person shall be able to serve more than two terms as Mayor or Councilmember. This allows service as Mayor for two terms and Councilmember for two terms.*

Proposed Provision Option "B": *No person shall be able to serve more than two consecutive terms as Mayor or Councilmember. This would only place limits on consecutive service, an individual could serve more than two terms in any office so long as it was not consecutive.*

The Charter Review Committee discussed the allowable length of time to serve in office. The options discussed were whether to allow service as mayor for two terms and councilmember for two terms or to allow service for more than two terms as long as it was not consecutive. Mr. Dean expressed that changing this provision every couple of years is a disservice to the City. The issue of time served in office while filling a vacancy was determined not to count towards the consecutive years term limit.

Motion to approve to retain the existing provision (Section 22, Page 9) made by Mr. Lamberto, seconded by Mr. Dean.

MOTION PASSED 7-0.

Item #4 - Election Date

Existing Provision: Elections held biennially on the 1st Tuesday in May.

Proposed Provision Option "A": *Regular elections shall be held on the 1st Tuesday following the 1st Monday in November.*

Proposed Provision Option "B": *Regular elections shall be held on the day of the state primary election in August, if no state primary election is held then the election shall be held on the first Tuesday following the second Monday in September.*

Proposed Provision Option "C": *Keep the existing date-regular elections shall be held of the 1st Tuesday in May.*

The Charter Review Committee noted the low voter turnout and the cost involved in running city elections. The Committee discussed the differences between having elections at the same time as the County and conducting stand-alone elections. The committee considered having elections concurrent with the County would significantly lower the cost, but being on a crowded and shared ballot wouldn't allow for control over placement and could cause voter fatigue. Councilwoman Phyllis S. Smith inquired about the current election schedule cycle. Jean Olin explained the timeline for Federal, State, and County elections. City Attorney Smith reminded the Committee that they can always come back and revisit this topic and that it wasn't a formal binding vote.

Motion to approve to move City elections to November, in conjunction with County elections, in even numbered years made by Mr. Lamberto, seconded by Mr. Cook.

MOTION PASSED 5-2 with Mr. Dean and Mr. Fleurimond opposed.

Item #5 - Quorum

Existing Provision: A quorum shall consist of 5 members.

Proposed Provision Option "A": *a majority of the City Council shall constitute a quorum.*

Proposed Provision Option "B": *Retain the existing quorum requirement of 5 members.*

The Charter Review Committee and City Attorney Smith discussed several possible examples and scenarios when quorum can be lost, including excessive absenteeism, sickness, emergencies, and conflicts of interest. City Attorney Smith mentioned instances and occasions when maintaining quorum was an issue and informed the committee that several other cities and Robert's Rules of Order have adopted that a majority constitutes a quorum and 4 is the quorum under Florida State Law, but the City Charter can trump the Statute.

Motion to approve to change quorum to consist of a majority (4) made by Mr. Lamberto, seconded by Mr. Asarnow.

MOTION FAILED 4-3 with Cook, Dean, Edwards, and Fleurimond opposed.

UPCOMING MEETING TOPICS and MEETING DATE:

- Recusals
- Run-offs
- Attendance
- Flexible Meeting Schedule (1 or 2 a month)

Next Charter Review Committee Meeting is Thursday, December 10, 2015.

ADJOURNMENT

The meeting was adjourned at 7:38pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC, City Clerk

Charles Asarnow, Chair



CITY OF NORTH MIAMI BEACH
Charter Review Committee Meeting
City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Thursday, December 10, 2015
6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice Chair
Chuck Cook
William Dean
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Esq., Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Assistant City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:00pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson. Also present were City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Assistant City Clerk Lynnetta Jackson, and Jean Olin, Esq., Outside Counsel.

Pledge of Allegiance was led by the Charter Review Committee.

Item #1 - Run-Off's

Existing Provision: Candidates must be elected to office by receiving the majority of the votes cast in the election.

Proposed Provision Option "A": *Candidates must receive the highest number of votes of the ballots cast to be elected to office.*

Proposed Provision Option "B": *Retain existing language.*

The Committee discussed the high cost of having a run-off election and the historically low voter turn-out for such elections. The Committee inquired about the recent history of run-off elections

in North Miami Beach. City Clerk Latimore stated that most, if not all, general elections featured a run-off election and the cost of a general election is about \$60,000 and a run-off is approximately the same amount. City Clerk Latimore also said run-off elections receive about half the voter turnout of a general election. Outside Counsel Jean Olin stated there is a pending State bill that will impact municipal elections and the City would not have the authority and ability to control the dates. The Committee mentioned that a run-off election could provide a clear and concise decision and avoid the situation of a winning candidate receiving as low as 25% of the total vote if there are 4 or more candidates. City Attorney Smith explained the difference between receiving the majority of the votes as opposed to receiving the highest number of votes.

Motion to approve to retain the existing language made by Mr. Fleurimond, seconded by Mr. Edwards. **Motion Failed 3-4** with Mr. Asarnow, Mr. Dean, Mr. Lamberto, and Mr. Thompson opposed.

Motion to approve to adopt Option “A” made by Mr. Thompson, seconded by Mr. Lamberto. **Motion Passed 4-3** with Mr. Cook, Mr. Edwards, and Mr. Fleurimond opposed.

Item #2 - Flexible Meetings

Existing Provision: Meetings shall commence at 7:30pm and be held on the first and third Tuesday of each month.

Proposed Provision Option “A”: *There shall be a minimum of 11 regular monthly meetings per year, which shall be prescribed by the Resolution.*

Proposed Provision Option “B”: *Retain the existing language.*

City Attorney Smith announced that City Manager Garcia would be speaking on this subject.

City Manager Garcia thanked the Committee for taking the time to volunteer and serve for such a worthy and significant endeavor. She explained that City staff is constantly in agenda and meeting mode, which doesn’t always result in greater efficiency, productivity, and financial responsibility. She stated that when she was previously employed at another municipality so much more was accomplished when having monthly meetings. She expressed her favor in having fewer scheduled meetings and said it would not mean any less communication with residents. The Committee inquired if one meeting a month would be sufficient to deal with the amount of legislation and items that require Council approval. City Manager Garcia replied affirmatively and also mentioned that special meetings can always be called, along with Council conference workshops. City Clerk Latimore stated having fewer meetings would result in less of a rush for the Council. City Attorney Smith stated there is often not enough time to review bids, contracts, and ordinances from one meeting to the next, and also acknowledged that the city would save money having fewer meetings. The Committee was informed that meetings would be scheduled through a Resolution.

Mayor Vallejo appeared at the meeting and thanked the Committee for their service.

Motion to approve to adopt Option “A” made by Mr. Cook, seconded by Mr. Fleurimond. **Motion Passed 6-1** with Mr. Edwards opposed.

Item #3 - City Departments

Existing Provision: Provides for Finance, Personnel, Recreation, Police, and Fire Departments.

Proposed Provision Option “A”: *The City Manager shall direct and supervise the administration (including creation and elimination) of City Departments, excluding the City Attorney and City Clerk’s departments.*

Proposed Provision Option “B”: *Retain in whole or in part, the existing language, except for references to the Fire Department.*

City Attorney Smith explained the existing provision and the options available for proposed provisions. City Manager Garcia discussed her experiences in other cities, relating to organizational structure and the naming of specific departments. Outside Counsel Jean Olin stated that this provision could be deleted and removed from the City Charter and moved to the City Code. Assistant City Attorney Johnston explained that the removal of a City department in the City Code would require City Council approval. City Clerk Latimore explained the differences in making changes to items that are in the City Charter and the City Code. City Attorney Smith made a suggestion to the Committee to leave the Police Department in the City Charter. The Committee discussed whether having the Police Department remain in the Charter could affect union negotiations.

Motion to approve to keep the Police Department in the City Charter made by Mr. Fleurimond, seconded by Mr. Dean.

Motion Failed 3-4 with Thompson, Cook, Edwards, Lamberto opposed.

Motion to approve to adopt Option “A” made by Mr. Edwards, seconded by Mr. Cook.

Motion Passed 6-1 with Mr. Dean opposed.

Item #4 - Recusals

Existing Provision: There is no existing language in the Charter addressing recusals.

Proposed Provision Option “A”: *Include a provision in the Citizens’ Bill of Rights providing that council members shall make best efforts to vote unless they cannot vote due to a recusal pursuant to law.*

Proposed Provision Option “B”: *Include a provision stating that a code of ethics shall be adopted and allow recusals to be addressed in the Code.*

Proposed Provision Option “C”: *Retain existing language.*

The Committee stated the reason for this subject is because certain issues have transpired in the past due to members of the Council choosing not to vote for a variety of reasons. City Attorney Smith expressed that inappropriate recusals are an ongoing concern and an issue of ethics. City Attorney Smith stated that when an elected public official or appointed board member leaves a meeting to avoid voting, they have to file a conflict of interest form. Outside Counsel Jean Olin mentioned that the County Ethics Commission has jurisdiction over the Municipal Ethics Code and the Municipal Citizens’ Bill of Rights.

Motion to approve to adopt Option “A” made by Mr. Cook, seconded by Mr. Thompson.

Motion Passed 6-1 with Mr. Edwards opposed.

Item #5 - Absenteeism

Existing Provision: The existing Charter provides that if any council member fails to attend council meetings for 120 days, the seat shall become vacant.

Proposed Provision Option “A”: *Include a provision in the Citizens’ Bill of Rights that council members shall make best efforts to attend all meetings.*

Proposed Provision Option “B”: *Include a provision that after missing more than 3 council meetings per year, the salary and benefits (for the fiscal year) shall be forfeited to the City.*

Proposed Provision Option “C”: *Retain existing language.*

City Attorney Smith read and explained the existing provision. The Committee discussed issues related to absenteeism, including illness and reasons for missing meetings with good cause.

Motion to table this item until a future meeting was made by Mr. Lamberto, seconded by Mr. Cook.

Motion Passed 6-1 with Mr. Dean opposed.

North Miami Beach resident Mubarak Kazan was recognized and discussed the possibility of receiving the agenda for the Charter Review Committee meeting beforehand and suggested that citizens have access to a public email address to voice their questions and concerns.

Next Charter Review Committee Meeting is Thursday, January 14, 2016.

ADJOURNMENT

The meeting was adjourned at 7:58pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC, City Clerk

Charles Asarnow, Chair



CITY OF NORTH MIAMI BEACH
Charter Review Committee Meeting
City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Wednesday, January 27, 2016
6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice Chair
Chuck Cook
William Dean
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Esq., Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Assistant City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:00pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson. Also present were City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, Assistant City Clerk Lynnetta Jackson, and Jean Olin, Esq. Outside Counsel. William Dean was absent.

Pledge of Allegiance was led by the Charter Review Committee.

Approval of Meeting Minutes

Motion to approve the Minutes of November 16, 2015 made by Mr. Edwards, seconded by Mr. Thompson. **MOTION PASSED 6-0** with Mr. Dean absent.

Motion to approve the Minutes of December 10, 2015 made by Mr. Edwards, seconded by Mr. Thompson. **MOTION PASSED 6-0** with Mr. Dean absent.

Outside Counsel Olin stated that if the City election date is changed, the issue of the qualifying period would need to be addressed. She explained the qualifying period is defined as the process by which a person who is interested in becoming a candidate for elected office must follow in order to become a candidate. If the City decides to move the election dates from May of odd numbered years to November of even numbered years, there would need to be a Charter Amendment changing the qualifying date. City Attorney Smith said the legal department will draft language concerning the qualifying date and attach it to the election date recommendation.

Charter Officers

City Manager

Proposed Provision:

Section 3.1. City Manager; Appointment, Removal.

There shall be a City Manager who shall be the chief administrative officer of the City. The City Manager shall be responsible to the City Council for the administration of all City affairs and for carrying out policies adopted by the City Council. The City Council shall appoint the City Manager to serve at the pleasure of the City Council. The City Manager shall be removed by a majority vote of the City Council

at any time. The term, conditions, and compensation of the City Manager shall be established by the City Council.

Section 3.1.2 Powers and Duties of the City Manager.

The City Manager shall:

- A. Be responsible for the appointing, hiring, promoting, supervising 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 Council;
- C. Attend City Council meetings and have the right to take part in discussion, but not the right to vote;
- D. Ensure that all laws, provisions of this Charter and directives of the City Council, 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 Council a proposed annual budget and capital improvement program;
- F. Submit to the City Council 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. Prepare such other reports as the City Council may require concerning the operations of City departments, offices, boards and committees;

- H. Keep the City Council 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 Council;
- J. Perform such other duties as are specified in this Charter or as required by the City Council.

Section 3.2. 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 Council 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.

City Attorney Smith stated that he is not in favor of the appointment, qualifications, and tenure provisions existing in the current City Charter. Director of Human Resources Nadine Lewis-Sevilla stated that the current wording in this section of the Charter makes recruiting extremely difficult. The Committee inquired as to when the current existing language was adopted (1957 was the response) and discussed the possible minimum and maximum amounts of severance pay. City Attorney Smith expressed that the City Manager has the power to hire and fire any employee within his/her chain of command, including the Chief of Police, department directors, and all employees working under them.

Motion to approve the Proposed Provision of City Manager, Sections 3.1, 3.1.2, and 3.2, made by Mr. Fleurimond, seconded by Mr. Thompson.

MOTION PASSED 6-0 with Mr. Dean absent.

City Clerk

Proposed Provision:

Section 3.4. City Clerk.

The City Council shall appoint the City Clerk to serve at the pleasure of the City Council. The City Clerk shall be removed by a majority vote of the City Council at any time. The term, conditions, and compensation of the City Clerk shall be established by the City Council.

Section 3.4.1 Powers and Duties of the City Clerk.

The City Clerk shall give notice of all City Council meetings to its members and the public, and shall keep minutes of the City Council's proceedings. The City Clerk shall perform such other duties as the City Council 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.

City Attorney Smith mentioned that the existing City Charter doesn't discuss the powers and duties of the position of City Clerk and City Clerk Latimore stated the proposed provision is consistent with other cities that she has viewed. Outside Counsel Olin observed that the language of the existing City Charter provision states that the City Council appoints the City Clerk, but there is no mention of who can remove the City Clerk. City Attorney Smith stated it has always been understood that the three Charter officers are hired and fired by the City Council.

Motion to approve the Proposed Provision of City Clerk, Sections 3.4 and 3.4.1, made by Mr. Lamberto, seconded by Mr. Thompson.

MOTION PASSED 6-0 with Mr. Dean absent.

City Attorney

Proposed Provision:

Section 3.5. City Attorney.

There shall be a City Attorney who shall be the head of the Office of City Attorney. The City Council shall appoint the City Attorney to serve at the pleasure of the City Council. The City Attorney shall be removed by a majority vote of the City Council at any time. The term, conditions, and compensation of the City Attorney shall be established by the City Council.

Section 3.5.1 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 Council.
- E. Recommend to the City Council 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 Council by this Charter.
- H. Appoint and remove all unclassified personnel in the Legal Department, including outside Counsel representing the City.

City Attorney Smith and the Charter Review Committee members discussed the possibility of a municipality employing a law firm in lieu of a City Attorney's Office. City Attorney Smith stated that the language in the proposed provision captures in general what most cities have done. He expressed his opinion that the City Attorney's office should not be politicized or take direction from the City Council, aside from adhering to the adopted budget. The Committee discussed that a City Attorney, if given the power to appoint outside legal Counsel, could hire a friend, family member, or any other individual or firm without the knowledge or consent of the City Council. City Attorney Smith described a city that has an Attorney's Oversight Committee, consisting of the Mayor and other elected officials, that reviews expenditures to make sure there is no inappropriate conduct and suggested this be done by ordinance or resolution.

Motion to approve the Proposed Provision of City Attorney, Sections 3.5 and 3.5.1, with the addition of allowing the city the ability to employ a law firm, made by Mr. Lamberto, seconded by Mr. Cook.

MOTION PASSED 5-1 with Mr. Edwards opposed and Mr. Dean absent.

Absenteeism

Proposed Provisions:

- A. Option "A" Proposed Provision: Include a provision in the Citizens' Bill of Rights that council members shall make best efforts to attend all meetings.
- B. Option "B" Proposed Provision: Include a provision that after missing more than 3 council meetings per year the salary and benefits [for the fiscal year] shall be forfeited to the City.
- C. Option "C" Proposed Provision: Retain existing language, which provides that if any council member fails to attend council meetings for 120 days, the seat shall become vacant.
- D. Option "D" Proposed Provision: See the Aventura language in the attached Memorandum.

Outside Counsel Olin explained the concept of Municipal Home Rule, which states that the City is authorized to legislate on any matter that affects a municipal purpose unless the city has been preempted. She stated that the City must provide notice and an opportunity to be heard before removing any member of the Council from office due to excessive absenteeism. She also presented the option of having any forfeiture language adopted being retroactive to present members of the Council or only applying to future elected officials. The Committee discussed the importance of elected officials physically attending and participating in City Council meetings.

Motion to approve Proposed Provision "D" made by Mr. Edwards, seconded by Mr. Cook.

MOTION PASSED 5-1 with Mr. Fleurimond opposed and Mr. Dean absent.

Powers of the City

Proposed Provision:

Section 1.4. Powers.

The City 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 laws of the State of Florida.

City Attorney Smith explained that the existing Charter contains over 60 paragraphs outlining every single power that the city can engage in, including many that are no longer relevant, and some that are illegal.

He stated that the Florida Legislature enacted the Municipal Home Rule Powers Act in 1973 which gives municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services and may exercise any power except where prohibited by law. He informed the Committee that every new city and all other cities that have amended or created a new charter since that time quoted the language in the act and eliminated any previous unnecessary language.

Motion to approve the Proposed Provision of Powers of the City, Section 1.4, made by Mr. Lamberto, seconded by Mr. Thompson.

MOTION PASSED 6-0 with Mr. Dean absent.

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

There were no speakers.

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

The next Charter Review Committee Meeting is scheduled for Thursday, February 11, 2016.

Outside Counsel Olin suggested that the Charter Review Committee conduct a televised town hall meeting in March and present the recommendations to the City Council soon after. She also informed the Committee that the City Council can only officially adopt the resolutions at the July 19, 2016 or August 2, 2016 City Council meetings to qualify for the November 2016 election ballot.

City Attorney Smith mentioned issues to place on the next agenda, including single member districts, the civil service board, and qualifying dates.

The meeting was adjourned at 8:06pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC, City Clerk

Charles Asarnow, Chair



CHARTER REVIEW COMMITTEE MEETING

CITY OF NORTH MIAMI BEACH
City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue, North Miami Beach, FL. 33162

Thursday, February 11, 2016 6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice-chair
Chuck Cook
William Dean Esq.
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Deputy City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:00pm. Present at the meeting were Chairman Charles Asarnow, Vice Chariman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond (arrived shortly after roll call), Bruce Lamberto (arrived 25 minutes late), and Larry Thompson. Also present were City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Deputy City Clerk Lynnetta Jackson, and Outside Counsel Jean Olin, Esq.

Pledge of Allegiance was led by the Charter Review Committee.

Approval of Meeting Minutes

The Committee stated that the Minutes should reflect the Proposed Provision “D”, which was approved under “Absenteeism”, should include that the language be applied prospectively, as recommended by Outside Counsel Olin.

Motion to approve the Minutes of January 27, 2016 (as corrected) made by Mr. Cook seconded by Mr. Thompson.

MOTION PASSED 6-0 with Mr. Lamberto absent.

Outside Counsel Olin clarified there is an existing Charter provision which states the City Council has the power to remove any official that it appoints, including the position of City Clerk.

The current Charter stated this provision under the positions of City Manager and City Attorney respectively, but not under the position of City Clerk.

Absenteeism

City Attorney Smith sought reconsideration to clarify the direction given at the January 27, 2016 Charter Review Committee meeting.

City Clerk Latimore made a **Point of Order** to have a motion to reconsider this subject.

Motion to reconsider the previous vote on this subject made by Chair Asarnow, seconded by Mr. Thompson.

The Committee discussed the possible need for establishing a stricter absenteeism policy due to a previous discussion and vote of reducing the number of annual City council meetings to a minimum of 11. The Committee inquired about any City council member ever missing 6 months or 120 days of meetings and City staff members present were unable to confirm or recall that ever happening.

Motion to approve a provision stating prospectively that if any City council member fails to attend council meetings for 120 consecutive days, the council seat shall become vacant through due process made by Mr. Thompson, seconded by Mr. Dean.

MOTION PASSED 5-1 with Mr. Fleurimond opposed and Mr. Lamberto absent.

Qualifying Language

Outside Counsel Olin stated that the Committee had previously voted to change the City election date from the month of May in odd-numbered years (every 2 years) to the month of November in even-numbered years (every 2 years). She explained that the City has a 6 day qualifying time period and individuals interested in running for elected office have no earlier than 43 days and no later than 38 days to fill out the necessary paperwork and submit the required fees in order to be considered a candidate. She said that if the City Council chooses to accept the recommendation of the Committee to change the election date, it would affect the qualifying time period because Miami-Dade County has certain deadline dates because of the time needed to print, translate, and mail absentee ballots. She expressed that the County requires that municipalities qualify no later than 67 days before the election. Therefore, Outside Counsel Olin suggested that the City should adopt a qualifying period of no earlier than 78 days and no later than 73 days, while retaining the 6 day qualifying time. City Attorney Smith and City Clerk Latimore mentioned the documents needed to establish and determine residency of potential candidates and said any challenges to the issue of residency are up to the courts to define and decide.

Motion to approve Proposed Option "A" made by Mr. Thompson, seconded by Mr. Cook.

MOTION PASSED 7-0.

Outside Counsel Olin asked for clarification involving run-off elections in the City. The Committee confirmed that the elimination and removal of run-off elections that was previously voted on would only apply if the election date was moved from May to November.

Groups/Districts

Proposed Option "A" - *retain existing citywide groups 1-7 (group 1 is the Mayor)*

Proposed Option "B" - *recommend single member districts*

The Committee focused on several cities surrounding North Miami Beach and talked about the positive and negative aspects of having members on a Council/Commission exist in citywide groups or represent separate districts. The main issues discussed when considering the formation of districts were the benefits of a more diverse demographic of council members and the possibility of council members only caring about their particular neighborhood. City Attorney Smith mentioned that creating districts can be a long and difficult process.

Motion to approve Proposed Option "A" made by Mr. Lamberto, seconded by Mr. Dean.
MOTION PASSED 6-1 with Mr. Fleurimond opposed.

Mr. Lamberto was informed about the discussion and voting that took place earlier in the meeting on the subject of absenteeism. The Committee briefly discussed the matter of recording City meetings.

Upcoming Meeting Topics and Dates

The topics for the next Charter Review Committee meeting will include the civil service board, conduct of elections, and vacancies.

The next Charter Review Committee meeting will be on March 9, 2016.

The citizens meeting will be on April 6, 2016.

The final meeting of the Charter Review Committee will be announced at a later date.

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

North Miami Beach resident Mubarak Kazan spoke on the subject of voting districts.

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

The meeting was adjourned at 7:37pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC, City Clerk

Charles Asarnow, Chair



CHARTER REVIEW COMMITTEE MEETING

CITY OF NORTH MIAMI BEACH
City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue, North Miami Beach, FL. 33162

Wednesday, March 9, 2016 6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice-chair
Chuck Cook
William Dean, Esq.
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Deputy City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:04pm. Present at the meeting were Chairman Charles Asarnow, Vice Chariman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson (arrived at 6:19pm). City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Deputy City Clerk Lynnetta Jackson, and Outside Counsel Jean Olin, Esq. were also present.

Pledge of Allegiance was led by the Charter Review Committee.

City Attorney Smith introduced and acknowledged the attendance of Outside Labor Counsel David Miller of Bryant Miller Olive, Deputy City Attorney Dotie Joseph, Director of Human Resources Nadine Lewis, and Deputy Director of Human Resources Audrea Hinds.

Approval of Meeting Minutes

The Committee clarified that the due process provision stated in the motion that was voted on and approved at the previous meeting for Absenteeism also included a good cause provision. The Committee commented that the City of Aventura will be having an upcoming special election that could result in imposing a stricter policy on their Absenteeism.

Motion to **approve** the Minutes of February 11, 2016 made by Mr. Cook, seconded by Mr. Lamberto.

MOTION PASSED 6-0 with Mr. Thompson absent.

Civil Service Board

Outside Labor Counsel Miller provided some history of the Civil Service system and explained that it was difficult many years ago for cities to react to changing circumstances because they only had local control through their charters due to the non-existence of ordinances, but the creation of Home Rule made the process much easier. He provided examples of the archaic language within the current provisions of the Civil Service Board in the current City Charter, such as the Director of Personnel (Human Resources) can also be the City Manager, and referenced the outdated charter of another municipality in South Florida that states the City Manager is also the Chief of Police. Mr. Miller suggested that the City consider moving relevant and modernized provisions of the Civil Service Board from the City Charter to the City Code to improve efficiency and avoid the future need of going to the electorate.

City Attorney Smith, Outside Counsel Olin, Human Resources Director Lewis, and Deputy Human Resources Director Hinds stated and agreed that the majority of the language in the existing provisions for the Civil Service Board was archaic and outdated. The Committee was informed that the majority of the cases heard by the current Civil Service Board involve approving newly created job positions/classifications and outside employment issues. Deputy City Attorney Joseph stated that the Civil Service Board has authority and jurisdiction over certain grievance cases, but the Human Resources department has been able to resolve most issues during her time as advisor and she mentioned that the Civil Service Board recently amended the process of outside employment approval requests on behalf of the employees.

City Attorney Smith stated that he is not recommending the abolition of the Civil Service Board because it serves a purpose in certain circumstances and he encouraged the Committee to retain the Civil Service Board and place updated and modernized provisions in the City Code. The Committee inquired as to whether or not moving Civil Service Board provisions to the City Code would make it easier or harder to terminate an employee and the reply was that it would not make a difference.

The Committee opened the meeting for public comment and North Miami Beach employee Janice Coakley talked about the importance and necessity of the Civil Service Board.

The Committee discussed the need to retain some semblance of a Civil Service Board and asked City Attorney Smith and Outside Counsel Olin to draft language that will address certain concerns and be presented to the Committee. City Attorney Smith stated that the essential powers of the Civil Service Board will be retained in the City Charter and the specific details of how the Civil Service Board will exercise those powers, such as procedural and administrative issues, will be dealt with by Code. City Clerk Latimore stated that the majority of employees in cities without a Civil Service Board are working under an agreement, union, contract, or are at-will as opposed to cities with a Civil Service Board.

No official motion was made concerning the Civil Service Board at this time. The Committee instructed City Attorney Smith and Outside Counsel Olin to present recommendations based on the consensus direction for a vote at a later date.

Recording of Meetings/Bill of Rights

City Attorney Smith announced that the Bill of Rights of the City of North Miami Beach mirrors the Miami-Dade County Bill of Rights. City Clerk Latimore stated that audio and video recordings of meetings can be destroyed, but written summarized notes are permanently retained. The Committee discussed the validity and financial costs associated with recording all City meetings. Outside Counsel Olin explained the Sunshine Law and Public Records Law dealing with governmental transparency. City Clerk Latimore stated that all current processes for the record keeping of meetings in the City of North Miami Beach are done according to Florida Law.

No official motion and vote was made concerning the Recording of Meetings.

Upcoming Meeting Topics and Dates

The date of the next Charter Review Committee Meeting has yet to be determined.

The Charter Review Citizens Meeting will be on April 6, 2016.

Chairman Asarnow confirmed that all members of the Committee received an email from a North Miami Beach resident and asked for the email to become part of the official record of the Committee. City Attorney Smith announced that he answered and responded to every point in the email.

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

North Miami Beach employee Marva Simmonds asked for an explanation of the Municipal Home Rule Powers Act and inquired about the recording of meetings and minutes.

North Miami Beach employee Janice Coakley mentioned recent recommendations and changes made by the current Civil Service Board and asked about the required waiting period to receive certain public records requests.

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

Chairman Asarnow thanked Vice Mayor Spiegel and Councilwoman Smith for attending the meeting.

The meeting was adjourned at 7:48pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC, City Clerk

Charles Asarnow, Chair



CHARTER REVIEW COMMITTEE MEETING

CITY OF NORTH MIAMI BEACH

City Hall, Conference Room, 4th Floor
17011 NE 19th Avenue, North Miami Beach, FL. 33162

Monday, April 4, 2016 6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice-chair
Chuck Cook
William Dean, Esq.
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Deputy City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:02pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson. Deputy City Attorney Dotie Joseph, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Deputy City Clerk Lynnetta Jackson, Outside Counsel Jean Olin, Esq., and Outside Labor Counsel David Miller were also present.

Pledge of Allegiance was led by the Charter Review Committee.

Approval of Meeting Minutes

Motion to **approve** the Minutes of March 9th, 2016 made by Mr. Thompson, seconded by Mr. Lamberto.

MOTION PASSED 7-0.

Civil Service Board

The Committee continued the discussion about the Civil Service Board that was introduced at the previous meeting. The City Attorney's Office, in conjunction with Outside Counselors Jean Olin and David Miller, presented recommendations based on the consensus direction of the Committee.

The **proposed provision** is to retain the Civil Service Board in the City Charter and delete the Civil Service Board's powers to give examinations and promotions, to appoint or designate a Chief Examiner,

and to issue subpoenas and enforce by contempt. The existing provisions of the Civil Service Board concerning “Creation”, “Composition”, and “Appeals” will remain in the Charter and the existing provisions of the Civil Service Board concerning “Director”, “Duties”, “Civil Service”, “Classified Service”, “Political Activity”, and “Pensions” will move from the Charter into the City Code with the identical language, which will allow for their amendment via ordinance instead of referendum.

Outside Labor Counsel Miller described the items that were proposed to be eliminated from the current City Charter and Outside Counsel Olin explained the voting and balloting process that will commence based on the approval of the recommendations by the Committee. The Committee discussed the possibility of having the Civil Service Board consist of 4 members appointed by the City Council and 3 members being employees, but decided to retain the current composition of 5 and 2, respectively. The Committee talked about the number of days that the Civil Service Board has to afford a hearing to an employee in order to appeal a disciplinary action.

Motion to amend the number of days that the Civil Service Board has to afford a hearing to an employee in order to appeal a disciplinary action from 15 days to 30 days made by Mr. Lamberto, seconded by Mr. Thompson.

MOTION PASSED 7-0.

The Committee discussed the language in the existing Charter concerning the Civil Service Board having the power to modify disciplinary decisions and impose punishment for violations by employees.

Motion to approve the proposed provision of the Civil Service Board (as stated above) made by Mr. Asarnow, seconded by Mr. Thompson.

MOTION PASSED 6-1 with Mr. Cook opposed.

Upcoming Meetings

The Charter Review Committee Citizens Town Hall meeting will be on Wednesday, April 6th, 2016.

Mr. Asarnow said that the purpose of the meeting is to make sure everyone in the community has the opportunity to learn what the Committee has done over the past months. The meeting will start with a background on what caused the Committee to be instituted by the City Council and City staff will explain all the existing provisions that were discussed and the proposed changes. The meeting will also be opened for public comment. The Committee will then pass the recommendations to the Council to be voted on and the accepted provisions will be voted on by the residents of North Miami Beach in the November 2016 election.

The final meeting of the Charter Review Committee is tentatively scheduled for Wednesday, April 13th, 2016.

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

The following individuals commented on the existing sections in the City Charter involving the Civil Service Board and inquired about the proposed provision and modifications.

1. North Miami Beach employee Janice Coakley
2. North Miami Beach employee Antonio Ortega
3. North Miami Beach employee Lori Helton
4. North Miami Beach employee Marva Simmonds
5. North Miami Beach resident Mubarak Kazan
6. Former North Miami Beach employee Melissa Winchester
7. North Miami Beach employee Lorenzo Hall

8. North Miami Beach employee Nehemi Vincent

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

Motion to reconsider the previous vote on the proposed provision of the Civil Service Board made by Mr. Dean, seconded by Mr. Cook.

MOTION PASSED 7-0.

Motion to approve the proposed provision of the Civil Service Board (as stated above) and **retain** Section 81 on "Pensions" in the existing City Charter made by Mr. Dean, seconded by Mr. Fleurimond.

MOTION PASSED 6-1 with Mr. Edwards opposed.

The meeting was adjourned at 7:33pm.

CHARTER REVIEW COMMITTEE CITIZENS TOWN HALL MEETING

CITY OF NORTH MIAMI BEACH

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



Wednesday, April 6th, 2016 6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice-chair
Chuck Cook
William Dean, Esq.
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Deputy City Clerk

Charter Review Committee Citizens Town Hall Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:06pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson. City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Deputy City Clerk Lynnetta Jackson, and Outside Counsel Jean Olin, Esq. were also present.

Pledge of Allegiance was led by the Charter Review Committee.

Chairman Asarnow thanked everyone at the meeting for attending and anyone watching on television or the internet.

Each member of the Committee introduced themselves and stated which North Miami Beach Councilmember appointed them to the Committee.

Chairman Asarnow stated that the Committee was authorized by the City Council with the express purpose of making recommendations to the Council to modernize the City Charter, which over the years has become outdated and not comparable to the charters of neighboring cities, especially the newer ones. Chairman Asarnow said the Committee was asked to simplify the City Charter and delete the enumerated powers of the City that have become illegal, archaic, and could expose the city to legal liability. Chairman Asarnow explained that following the finalization of the recommendations by the Committee, the City Council will accept or deny each and every recommendation, and the approved recommendations will then be cast into ballot

language and the voters of North Miami Beach will have the final say in respect to the changes in the City Charter at the November 2016 election.

Chairman Asarnow thanked City Attorney Jose Smith, Outside Counsel Jean Olin, City Clerk Pamela Latimore, Assistant City Attorney Sarah Johnston, and Deputy City Clerk Lynnetta Jackson for all their work and guidance in assisting the Committee. Chairman Asarnow also acknowledged the members of the Committee for devoting their time and energy.

City Attorney Smith thanked the Committee for their service to the City and stated that he was impressed with their work and participation including important and meaningful input. City Attorney Smith also recognized Assistant City Attorney Johnston for her invaluable help with this project.

Assistant City Attorney Sarah Johnston provided a detailed overview of the recommendations made by the Charter Review Committee on the topics that were discussed at meetings between November 16th, 2015 and April 4th, 2016.

Mayor's/Vice-Mayor Authority/Vacancies in Office (November 16, 2015 meeting)

The Committee recommended to retain the existing language by a vote of **7-0**.

Term of Office/Term Limits (November 16, 2015 meeting)

The Committee recommended to retain the existing language by a vote of **7-0**.

Election Date (November 16, 2015 meeting)

The Committee recommended moving elections to November in even-numbered years by a vote of **5-2**.

Quorum (November 16, 2015 meeting)

The Committee recommended to retain the provision stating 5 constitutes a quorum by a vote of **4-3**.

Run-Offs (December 10, 2015 meeting)

The Committee recommended changing the provision to eliminate run-off elections by a vote of **4-3**.

Recusals (December 10, 2015 meeting)

The Committee recommended a provision in the Citizens' Bill of Rights that Councilmembers make best efforts to vote unless they cannot due to recusal pursuant to law by a vote of **6-1**.

Absenteeism (December 10, 2015, January 27, 2016, and February 11, 2016 meetings)

The Committee recommended to retain existing language and add a due process provision by a vote of **5-1**.

Flexible Meetings (December 10, 2015 meeting)

The Committee recommended a minimum of eleven monthly meetings per year by a vote of **6-1**.

City Departments (December 10, 2015 meeting)

The Committee recommended that the City Manager shall direct/supervise City Departments, excluding the Offices of the City Attorney and City Clerk by a vote of **6-1**.

Charter Officers (January 27, 2016 meeting)

The Committee recommended provisions for the City Manager and City Clerk by a vote of **6-0**.

The Committee recommended a provision for the City Attorney by a vote of **5-1**.

Powers of the City (January 27, 2016 meeting)

The Committee recommended a provision stating that the City has all available governmental, corporate, and proprietary powers to exercise except when prohibited by law by a vote of **6-0**.

Qualifying Language (February 11, 2016 meeting)

The Committee recommended a provision stating the requirement of new specific timeframes and guidelines in order to seek office by a vote of **7-0**.

Groups/Districts (February 11, 2016 meeting)

The Committee recommended to retain the existing language by a vote of **6-1**.

Recording of Meetings/Bill of Rights (March 9, 2016 meeting)

The Committee did not recommend adding a provision regarding the recording of meetings.

Civil Service Board (March 9, 2016 and April 4, 2016 meetings)

The Committee recommended a provision to retain the Civil Service Board in the City Charter; remove certain powers of the Board; amend the number of days that the Board has to afford a hearing to an employee to appeal a disciplinary action from 15 days to 30 days; retain the existing provisions concerning Creation, Composition, Appeals, and Pensions in the Charter; and move the existing provisions concerning Director, Duties, Civil Service, Classified Service, and Political Activity from the Charter into the City Code with the identical language by a vote of **6-1**.

Chairman Asarnow acknowledged that Councilman DeFillipo, Councilwoman Kramer, Vice Mayor Spiegel, and Councilwoman Smith were in attendance.

Each Committee member was given the opportunity to make a statement for the record.

Larry Thompson thanked the Mayor and Council for allowing him to take part in such an important and serious endeavor and said it was an honor to work with the City staff and his fellow Committee members.

William Dean thanked the residents and Council of North Miami Beach for allowing him to serve on the Committee and said it was a pleasure and honor. He also stated that the City staff was very prepared and dedicated and he recognized the leadership of Chairman Asarnow and his colleagues on the Committee for their professionalism.

Norman Edwards thanked the City staff, Chairman Asarnow, and the Committee members for their high quality discussions and congeniality.

McKenzie Fleurimond thanked the City Council for the appointment and opportunity to serve on the Committee. He also recognized the City staff and Committee members for their work in such a serious task of updating the City Charter.

Chuck Cook thanked the Committee members and City staff for their accomplishments and stated his interest in hearing comments from the residents of North Miami Beach.

Bruce Lamberto thanked the City staff for answering every question and Councilwoman Kramer for appointing him to the Committee. He also stated that the main reason for moving the voting date was to achieve a greater voter turnout.

Charles Asarnow thanked all the members of the Committee and acknowledged that City Manager Ana Garcia and Mayor Vallejo were in attendance. He said the Committee was always professional

even when the members disagreed, especially Mr. Fleurimond. He also thanked everybody that attended the previous Committee meetings.

City Attorney Smith introduced Outside Counsel Jean Olin, who commented that the Committee has been very receptive and explained the ballot and public voting process that will take place based on the recommendations of the Committee, subject to Council approval.

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

The following individuals made comments on the record concerning topics discussed at previous Charter Review Committee meetings.

1. Janice Coakley - P.O. Box 600951, North Miami Beach, FL.
2. Muriel Kemp - 1479 N.E. 178th St., North Miami Beach, FL.
3. Mubarak Kazan - 15564 N.E. 12th Ave., North Miami Beach, FL.

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

The meeting was adjourned at 7:14pm.

that

CHARTER REVIEW COMMITTEE MEETING

CITY OF NORTH MIAMI BEACH

City Hall, Conference Room, 4th Floor

17011 NE 19th Avenue, North Miami Beach, FL. 33162



Wednesday, April 13, 2016 6:00 PM

Charter Review Committee Members:

Charles Asarnow, Chair
Norman Edwards, Vice-chair
Chuck Cook
William Dean, Esq.
McKenzie Fleurimond
Bruce Lamberto
Larry Thompson

Appointed by:

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

Staff:

Jose Smith, City Attorney
Sarah Johnston, Assistant City Attorney
Jean Olin, Outside Counsel
Pamela L. Latimore, City Clerk
Lynnetta Jackson, Deputy City Clerk

Charter Review Committee Meeting Minutes

Roll Call of the Committee Members

The meeting was called to order at 6:00pm. Present at the meeting were Chairman Charles Asarnow, Vice Chairman Norman Edwards, Chuck Cook, William Dean, McKenzie Fleurimond, Bruce Lamberto, and Larry Thompson. City Attorney Jose Smith, Assistant City Attorney Sarah Johnston, City Clerk Pamela L. Latimore, Deputy City Clerk Lynnetta Jackson, and Outside Counsel Jean Olin, Esq. were also present.

Pledge of Allegiance was led by the Charter Review Committee.

Approval of Meeting Minutes

Motion to approve the Minutes of April 4th, 2016 made by Mr. Thompson, seconded by Mr. Cook.

MOTION PASSED 7-0.

Term Limits/Qualifications

Assistant City Attorney Sarah Johnston explained that the existing provision and language, which the Committee recommended to retain by a 7-0 vote, would be discussed. The Committee also revisited the available options that were proposed at the time.

- A. No person shall be able to serve more than two terms as Mayor or Councilmember.
- B. No person shall be able to serve more than two consecutive terms as Mayor or Councilmember.
- C. No term limits.

Outside Counsel Jean Olin described the differences between the current provision in the City Charter and the provided options.

Motion to approve Option B made by Mr. Edwards.

Motion died due to a lack of a second.

Charter Officers

Assistant City Attorney Sarah Johnston stated that the City Attorney's Office is recommending adding provisions to the previous provision that the Committee recommended by a 5-1 vote.

The additions state that **the City Attorney or law firm shall be a member of the Florida Bar with at least five years of experience in the practice of law in Florida and shall not during his/her tenure in office engage in any private practice of law and the city council may, in its discretion, associate other counsel in any matter in which the City of North Miami Beach has an interest and pay the compensation of such associate counsel.**

Outside Counsel Jean Olin explained that the section which includes references to having five years of experience practicing law in Florida and not engaging in any private practice of law while under the employment of the City does not apply to a law firm since the possibility of hiring a law firm was added as an option to the provision.

Outside Counsel Jean Olin also explained that the section which states **the City Attorney shall have such clerical, stenographic, and legal assistance as shall be approved by the council** is relating to the approval of the city budget.

Motion to approve the revised recommendation made by Mr. Thompson, seconded by Mr. Cook.

MOTION PASSED 7-0.

City Departments

Assistant City Attorney Sarah Johnston reviewed a previous recommendation of the Committee, by a 6-1 vote, that **the City manager shall direct and supervise the administration (including creation and elimination) of City departments, excluding the Offices of the City Attorney and City Clerk.** The City Attorney's Office is recommending to remove the words "including creation and elimination".

Motion to approve the revised recommendation made by Mr. Dean, seconded by Mr. Cook.

MOTION PASSED 7-0.

The Committee had different recollections of a vote that occurred at the December 10th, 2015 meeting involving the Police Department and whether or not it was recommended to be retained in the City Charter or placed in the City Code.

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

The following individual(s) commented on the record:

1. North Miami Beach resident Mubarak Kazan

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

Motion to approve the removal of all City departments (excluding the Offices of the City Manager, City Attorney, and City Clerk) from the City Charter to the City Code made by Mr. Lamberto, seconded by Mr. Cook.

MOTION PASSED 4-3 with Mr. Asarnow, Mr. Dean, and Mr. Fleurimond opposed.

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

The following individual(s) commented on the record:

1. North Miami Beach resident Mubarak Kazan

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

City Attorney Jose Smith stated that the Committee will be provided with a draft report of the proposed new charter and may have another meeting before the final recommendations are presented to the City Council.

The meeting was adjourned at 7:04pm.



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: Richard G. Lorber, AICP, Director of Community Development
DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

Peoples Gas System, Inc. has submitted a request for the Designation of their property as a “Green Reuse Area”.

This is for their two properties along Biscayne Blvd., where the Melting Pot used to be located. A companion request includes their property located at 15779 West Dixie Highway, which is the East Side of Dixie Highway, where their existing operations are located.

This is a Brownfields designation, which will help them to redevelop the property in future. Peoples Gas is considering developing a portion of the site with commercial, retail, office, and hospitality uses.

RECOMMENDATION: Approve the resolution on first reading; schedule second reading public hearing for November 15, 2016.

FISCAL/BUDGETARY IMPACT: No negative fiscal impact

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution No. R2016-91 |
| <input type="checkbox"/> Exhibit A to Resolution No. R2016-91 |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Application |

[Public Notice](#)

[Attendee List](#)

[Notice in Newspaper](#)

RESOLUTION NO. R2016-91

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*.

WHEREAS, the State of Florida has provided, in Ch. 97-277, Laws of Florida, which is codified at Ch. 376.77 – 376.85, *Florida Statutes*, for the designation by resolution, including at the request of the person who owns or controls one or more real estate parcels, of a “brownfields area” comprised of such real estate parcels, to provide for their environmental remediation and redevelopment and to promote economic development and revitalization generally; and

WHEREAS, Peoples Gas System Inc. (“Peoples Gas”), owns two parcels of land as depicted on Exhibit A with the legal descriptions as set forth on Exhibit B (the “Subject Property”) and intends to develop them to provide for a mixed-use commercial and retail project with innovative site planning for shopping and working environments, among other purposes; and

WHEREAS, Peoples Gas has requested that the Mayor and City Council of the City of North Miami Beach, Florida (the “City”) designate the Subject Property as the Former Melting Pot Green Reuse Area, pursuant to section 376.80(2)(c), *Florida Statutes*, of Florida’s Brownfield Redevelopment Act; and

WHEREAS, the City has reviewed the relevant criteria that applies in such designations, as specified in Ch. 376.80(2)(c), *Florida Statutes*, and has determined and finds that the Subject Property qualifies for designation because the following requirements have been satisfied:

1. Peoples Gas owns and/or controls the real estate parcels proposed for designation and has agreed to rehabilitate and redevelop them;
2. rehabilitation and redevelopment of the Former Melting Pot Green Reuse Area will result in economic productivity in the area, along with the creation of at least 5 new permanent jobs;
3. the redevelopment of the Former Melting Pot Green Reuse Area is consistent with the City’s comprehensive plan and is a permissible use under the City’s Zoning and Land Development Code;

RESOLUTION NO. R2016-91

4. proper notice of the proposed rehabilitation of the Former Melting Pot Green Reuse Area has been provided to neighbors and nearby residents, and Peoples Gas has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. Peoples Gas has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Former Melting Pot Green Reuse Area a “brownfield area” to further its rehabilitation and redevelopment for purposes of Ch. 376.77 – 376.85, *Florida Statutes*; and

WHEREAS, the applicable procedures set forth in Ch. 376.80 and 166.041, *Florida Statutes*, have been followed, and proper notice has been provided in accordance with Ch. 376.80(1) and 166.041(3)(c)2, *Florida Statutes*.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Council finds that Peoples Gas and the aforementioned site satisfy the criteria set forth in Ch. 376.80(2)(c), *Florida Statutes*.

Section 3. The Mayor and City Council designates the Subject Property as the Former Melting Pot Green Reuse Area for purposes of Ch. 376.77 – 376.85, *Florida Statutes*.

Section 4. The City Clerk is hereby directed to provide a copy of this resolution to the Florida Department of Environmental Protection.

Section 5. That this Resolution shall be in full force and effect upon final passage.

APPROVED AND ADOPTED this 1st day of November, 2016.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

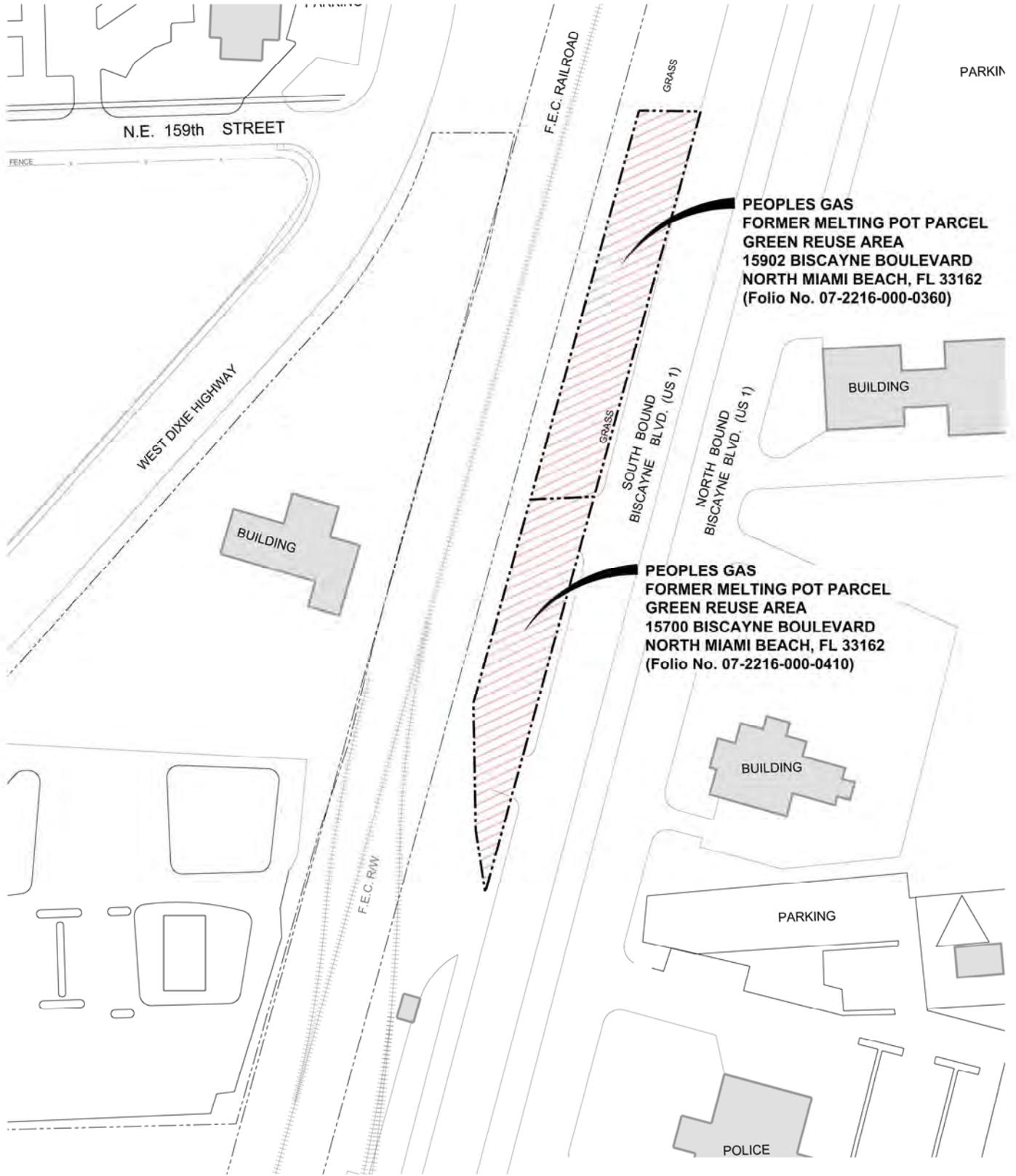
GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

JOSE SMITH
CITY ATTORNEY

RESOLUTION NO. R2016-91

Exhibit A



N.E. 159th STREET

WEST DIXIE HIGHWAY

F.E.C. RAILROAD

GRASS

PARKIN

**PEOPLES GAS
FORMER MELTING POT PARCEL
GREEN REUSE AREA
15902 BISCAYNE BOULEVARD
NORTH MIAMI BEACH, FL 33162
(Folio No. 07-2216-000-0360)**

BUILDING

SOUTH BOUND
BISCAYNE BLVD. (US 1)

NORTH BOUND
BISCAYNE BLVD. (US 1)

BUILDING

**PEOPLES GAS
FORMER MELTING POT PARCEL
GREEN REUSE AREA
15700 BISCAYNE BOULEVARD
NORTH MIAMI BEACH, FL 33162
(Folio No. 07-2216-000-0410)**

BUILDING

PARKING

POLICE

Exhibit B

LEGAL DESCRIPTION:

Parcel I:

The part of the S 1/2 of the NW 1/4 of the NW 1/4 of the SE 1/4 of Section 16, Township 52 South, Range 42 East, Town of North Miami Beach, Miami-Dade County, Florida, lying West of the right-of-way of U.S. No. 1 or Florida State Road No. 4, and East of the right-of-way of the Florida East Coast Railroad, except the South fifteen (15) feet thereof, and that part of Lot 7, Block 3, BISCAYNE BOULEVARD SUBDIVISION ONE, Plat Book 40, Page 4, lying North of the South line of the NE 1/4 of the NE 1/4 of the SW 1/4, Section 16, Township 52 South, Range 42 East, lying and being in Miami-Dade County, Florida.

Parcel II:

All that portion of the N 1/2 of the of the NW 1/4 of the NW 1/4 of the SE 1/4 of Section 16, Township 52 South, Range 42 East, being bounded on the East by the West line of The Federal Highway, U.S. 1, and said strip being bounded on the West by the East line of the Florida East Coast Railway Right of Way, as now located and constructed, all as shown on a plat entitled "Right of Way Plans #4, Miami-Dade County, Florida" as same is recorded in the Public Records of Miami-Dade County, Florida in Plat Book 34, at Page 51.



City of North Miami Beach, Florida

COMMUNITY DEVELOPMENT DEPARTMENT

CITY COUNCIL STAFF REPORT

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Richard Lorber, AICP, Community Development Director

DATE: November 1, 2016

RE: REQUEST FROM PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, FOR DESIGNATION OF PROPERTY LOCATED AT 15902 AND 15700 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FL 33160, AS A GREEN REUSE AREA, PURSUANT TO FLORIDA'S BROWNFIELDS REDEVELOPMENT ACT

Former Melting Pot Green Reuse Area

ADDRESS OF PROPERTY	FOLIO NUMBER	ZONING CODE	EXISTING LAND USE
15902 Biscayne Blvd.	07-2216-000-0360	B-2 General Business District	Sales and Services (Wholesale Facilities, Spot Commercial, Strip Commercial, Neighborhood Shopping Centers/Plazas). Excludes Office Facilities.
15700 Biscayne Blvd.	07-2216-000-0410	B-2 General Business District	Sales and Services (Wholesale Facilities, Spot Commercial, Strip Commercial, Neighborhood Shopping Centers/Plazas). Excludes Office Facilities.

BACKGROUND:

The applicant, Peoples Gas System, a division of Tampa Electric ("PGS"), is the owner of the property located at 15902 Biscayne Boulevard and 15700 Biscayne Boulevard, North Miami Beach, FL 33160, which consists of a 30,845 square foot area comprised of two parcels bearing folio numbers 07-2216-000-0360 and 07-2216-000-0410 (the "Subject Property").

PGS is pursuing redevelopment and reuse of the Subject Property, which is impacted by contaminated groundwater migrating from property owned by PGS, located at 15779 West Dixie Highway, North Miami Beach, FL 33162. In order to facilitate redevelopment and reuse, and assist with cleanup, PGS is seeking to designate the Subject Property as a

Green Reuse Area, to be referred to as the “Former Melting Pot Green Reuse Area,” pursuant to Florida’s Brownfields Redevelopment Act. This is a companion designation to a second request filed by PGS with respect to the property located at 15779 West Dixie Highway, North Miami Beach, FL 33162.

Required action includes two (2) public hearings and designation by resolution. If approved, the City of North Miami Beach will notify the Florida Department of Environmental Protection (“FDEP”).

The purpose of designating a Green Reuse Area is to promote economic redevelopment, job creation, environmental restoration, and more sustainable growth patterns. By statutory definition, brownfields encompass real property where expansion, redevelopment, or reuse of which has been or may be complicated by actual or perceived environmental contamination. Since 1997, the Florida Brownfields Program (“FBP”) has made a wide array of financial, regulatory, and technical incentives available to local governments, businesses, and communities to catalyze environmental cleanup and economic redevelopment of marginalized or otherwise underutilized properties. In doing so, the FBP has encouraged confidence in neighborhood revitalization and investment of private capital in land reuse and job creation in hundreds of communities throughout Florida. According to figures provided by FDEP, as of September 2016, 406 brownfield areas covering more than 266,000 acres have been designated as brownfields, generating over \$2.7 billion in private capital investment, and contributing to the creation of more than 65,000 confirmed and projected direct and indirect jobs. Brownfield areas have enjoyed a wide range of redevelopment uses, including affordable housing, community health clinics, retail and commercial, renewable energy, transportation facilities, and conservation and recreation.

For a discussion of Brownfield case studies, please see the Florida Brownfields Redevelopment Annual Report, dated August 2016, which can be found here: http://www.dep.state.fl.us/waste/quick_topics/publications/wc/brownfields/AnnualReport/2016/2015-16_FDEP_Annual.pdf.

THE SITE:

The subject site consists of a total of 30,845 square feet comprised of two parcels as follows:

FOLIO NUMBER	SQUARE FOOTAGE
07-2216-000-0360	17,439 Square Feet
07-2216-000-0410	13,406 Square Feet

THE PROJECT:

The project involves the development of a mixed-use commercial and retail development. The proposed mixed-use development is in accordance with the permitted uses of the core sub-area of the General Business District.

PLANNING AND ZONING DEPARTMENT ANALYSIS:

Under the applicable statutory criteria, two public hearings are required to adopt a Green Reuse Area designation resolution, which the local government must approve if the following five statutory criteria are demonstrated by the applicant.

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that “[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.”

The applicant, PGS, satisfies this criterion in that it owns the Subject Property and has agreed to redevelop and rehabilitate it. This showing is contained in the package of materials submitted with PGS’ underlying designation request on September 30, 2016 (the “Application”). Accordingly, PGS meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that “the rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement and are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation or recreational areas, conservation areas, or parks.”

PGS satisfies this criterion in that the Project will result in significant economic productivity of the area. The projected budget for rehabilitation and redevelopment is approximately \$75 million - 100 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support between 300 - 500 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants. In addition, the Project, once completed, is anticipated to create up to 500 permanent, full-time and part-time positions not associated with the implementation of the rehabilitation agreement and not associated

with redevelopment project demolition or construction activities. Such job creation will result in the payment of significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, PGS meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use Under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that “[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.”

Folio numbers 07-2216-000-0360 and 07-2216-000-0410 are located in the Business Designation of the City’s Comprehensive Plan, which allows a range of zoning districts, including residential-office with nonresidential uses (limited to offices, institutions and community facilities) to arterial highway districts (including automotive and entertainment uses with intensity limitations). These parcels are zoned in a General Business District that permits a broad array of office, retail, and service establishments. See § 24-52 of the City of North Miami Beach Code of Ordinances. All of the Project’s anticipated uses are thus allowable as of right under these applicable local land development regulations. Accordingly, PGS meets the third criterion.

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that “[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area.” Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(2)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.”

PGS satisfies the fourth criterion by meeting all applicable notice and opportunity to comment requirements established by Florida Statutes by posting notice at the Subject Property, publishing notice in the Miami Herald, publishing notice in the City of Miami Community Bulletin section of Craig’s List, and making direct contact via email to multiple community stakeholders. PGS provided the City with pictures of the posting on the Subject Property as well as copies of the ads and the dates they ran. In addition, PGS hosted a public meeting at the Marjorie & William McDonald Center, on October 13, 2016, to afford an opportunity for members of the public to provide comments and suggestions regarding

designation, development, and rehabilitation of the Subject Property. For the reasons discussed herein, PGS satisfies the fourth criterion.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that “[t]he person proposing the area for designation has provided reasonable assurances that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.”

The total projected capital budget for the Project as described in Paragraph 2 above will be fully funded. First, PGS has ample resources in hand to promptly complete the rehabilitation portion of the Project and ensure timely remediation of all on-site and off-site contamination issues under strict oversight by the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management (“DERM”). Specifically, according to its Form 10-Q, filed with the U.S. Securities and Exchange Commission for the Quarterly Period Ended June 30, 2016,¹ as of June 30, 2016, PGS had \$1,135.9 billion in total assets. And, for the first 6 months of 2016, PGS had total revenue in the amount of \$233.1 million. Second, PGS is committed to ensuring, through a rigorous due diligence process, that any development partners selected for redeveloping and building on the Subject Properties will have the experience and resources to design, permit, finance, and construct the end-uses that are contemplated for the Subject Properties (and approved by the City). Founded in 1895, PGS has provided Florida residents and businesses with reliable and economical natural gas products and service. It is Florida’s largest natural gas distributor, serving more than 365,000 residential, commercial, and industrial customers through more than 9,200 miles of system infrastructure. It’s affiliate, TECO Energy Inc. (“TECO”), a subsidiary of Emera Inc., is a leading energy company located in Tampa, Florida. Nearly 725,000 residential, commercial, and industrial customers depend of TECO for reliable power and value-added energy services. TECO has nearly 4,400 megawatts of generating capacity and recently completed a 10-year, \$1.2 billion environmental improvement program that significantly reduced environmental emissions while providing reliable, and affordable electricity. Based on all the foregoing, PGS satisfies the fifth criterion.

¹ The Form 10-Q may be accessed at https://www.sec.gov/Archives/edgar/data/96271/000156459016023379/te-10q_20160630.htm.

PLANNING AND ZONING DEPARTMENT RECOMMENDATION:

Based on the foregoing, the Mayor and Council should designate the 30,845 square foot area comprised of two parcels bearing folio numbers 07-2216-000-0360 and 07-2216-000-0410 as a Green Reuse Area, to be referred to as the “Former Melting Pot Green Reuse Area,” in accordance with Florida’s Brownfields Redevelopment Act.

LOCATION





General information

Property/project name: **Former Melting Pot Green Reuse Area**

Submittal date: **September 30, 2016**

Street address(es) of the property: **15700 and 15902 Biscayne Blvd., North Miami Beach, FL 33160, Folio Nos. 07-2216-000-0410 and 07-2216-000-0360**

Proposed use: **Mixed use, including commercial, retail, office, and hospitality**

Applicant(s)/agent(s): **Peoples Gas System Inc.**

Application request

The undersigned Applicant(s)/Agent(s)/Property Owner(s) request City of North Miami Beach consideration and review of the following application(s). Please check all that apply.

- Abandonment and Vacations
- Annexation
- Comprehensive Plan Map Amendment - Small Scale Comprehensive
- Plan Map Amendment - Large Scale Comprehensive Plan Text
- Amendment
- Conditional Use
- Conditional Use – Special Limited
- Development Agreement
- Development of Regional Impact
- Development of Regional Impact - Notice of Proposed Change Planned
- Unit Development
- Plat/Replat
- Site Plan
- Variance
- Zoning Code Map Amendment
- Zoning Code Text Amendment
- Other: **Green Reuse Area Designation pursuant to Sec. 376.80(2)(c),**

Florida Statutes, of Florida's Brownfields Redevelopment Act

Project information

Street address(es) of the property: **15700 and 15902 Biscayne Blvd., North Miami Beach, FL 33160**

Legal description: **See Exhibit "A"**

Property folio numbers (list all numbers) **07-2216-000-0410 and 07-2216-000-0360**



Property owner name(s): **Peoples Gas System Inc.**

Property owner(s) mailing address(es):

Telephone: Business _____ Fax _____
Other _____ Email _____@_____

Applicant(s)/agent(s): **The Goldstein Environmental Law Firm, P.A.**

Applicant(s)/agent(s) mailing address: **One SE Third Ave., Suite 2120, Miami, FL 33131**

Telephone: **Business (305) 777-1680**
Other _____ Email **mgoldstein@goldsteinenvlaw.com**

Proposed site data and land use(s) information

Please complete and/or respond to all requested information. If "Not Applicable," please note NA.

Current Comprehensive Plan Land Use designation(s): **Business Designation**

Current Zoning District designation(s): **General Business District**

Proposed Comprehensive Plan Land Use designation(s) (if applicable): **N/A**

Proposed Zoning District designations(s) (if applicable): **N/A**

Proposed non-residential land uses (list of intended uses), gross square footage, required parking and parking provided.

Table with 4 columns: Use, Square footage, Required parking, Parking provided. Contains 6 rows of blank entries.

Non-residential totals: Square footage: _____ Required parking: _____ Parking provided: _____

Residential unit size, number by unit type, gross square footage by type, required parking and parking provided:

Unit size: Studio: _____ One-bedroom: _____ Two-bedroom: _____ Three-bedroom: _____

Table with 4 columns: Unit type, Square footage, Required parking, Parking provided. Contains 4 rows for Studio, One-bedroom, Two-bedroom, and Three-bedroom.

Residential totals: _____ Square footage: _____ Required parking: _____ Parking provided: _____



Site data information:

Total lot area (square footage/acreage): 30,845 Square Feet Lot width: Lot depth:

Setbacks: Front: Rear: Side: Side (Interior):

Building height (feet/inches): Number of floors:

Minimum pervious area: Maximum lot coverage:

Total required parking: Parking provided: Additional parking:

Supporting information

A Preapplication Conference is required with the Community Development Staff in advance of application submittal to determine the information necessary to be filed with the application(s). Staff will advise and check the required items at the Preapplication Conference. If necessary, attach additional sheets to application. Staff reserves the right to request additional information as necessary throughout the entire City review process.

- Checkboxes for various supporting information items: Aerial, Affidavit providing for property owner's authorization to process application, Annexation supporting materials, Application fees, Application representation and contact information, Appraisal, Architectural/building elevations (color), Architectural/building elevations architectural elements (color), Building floor plans and roof plan, Comprehensive Plan analysis, Comprehensive Plan text amendment justification, Concurrency review application, Department of Transportation Driveway Connection Permit, Drainage Plan, Elevations, Encroachments plan, Environmental assessment, Exterior architectural materials board, Landscape plan, Land use map (subject property outlined), Lighting plan, Liquor survey (for only review of location of lounge, bar, or package liquor store), Lobbyist form (City form), Massing model and/or 3D computer model.

- Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- Parking study.
- Photographs (color) of property, adjacent uses and/or streetscape.
- Plat.
- Property owners list, including a typewritten list and 2 sets of self-adhesive labels of all properties within 500 feet.
- Property survey and legal description.
- Public Realm Improvements Plan for mixed use projects.
- Public school preliminary concurrency analysis (residential land use/zoning applications only).
- Sign master plan (colored).
- Site plan and supporting information.
- Statement of use and/or cover letter.
- Streetscape master plan.
- Text amendment justification.
- Traffic accumulation assessment.
- Traffic impact statement.
- Traffic impact study.
- Traffic stacking analysis.
- Utilities consent.
- Utilities location plan.
- Vegetation survey.
- Warranty Deed.
- Zoning Code text amendment justification.
- Zoning Map (with subject property outlined)
- Other: Request for Designation of the Property Located at 15779 West Dixie Highway, 15700 Biscayne Blvd., and 15902 Biscayne Blvd., North Miami Beach, FL 33162, and Identified by Folio Numbers 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360 as Green Reuse Areas Pursuant to § 376.80(2)9c), Florida Statutes, of Florida's Brownfields Redevelopment Act, dated September 30, 2016, provided under separate cover**

Application submittal requirements – Number of copies

1. Table of Contents. Please provide a Table of Contents identifying all documents provided on all paper and electronic copies. Please clearly indicate date on all pages of plans and drawings.
2. Hard copies.
 - a. Fifteen (15) paper copies (11 inch by 17 inch format with binding) of this application and entire application shall be submitted including all the items identified in the Pre-application Conference.
 - b. One (1) paper full-size (24 inch by 36 inch format, signed and sealed, stapled and folded) plans of all drawings, illustrations, etc.
 - c. One (1) copy of exterior architectural materials board (if applicable).
 - d. Fifteen (15) sets of the application.
 - e. Fifteen (15) sets of the letter of intent for the project.
 - f. Fifteen (15) sets of the most recent survey of the property.
3. Digital media copies. One (1) compact discs (CD ROMs) of the entire application including all items identified in the Pre-application Conference. Each document shall be separated into separate PDF files (i.e., application; site plan,

landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 Mb. All discs shall be labeled with the applicant(s) name, project name and date of submittal.

Applicant/agent/property owner affirmation and consent

(I) (We) affirm and certify to all of the following:

1. Submission of the following:
 - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
 - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of North Miami Beach entitlements in effect during the entire review process.
2. This application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of North Miami Beach unless identified and approved as a part of this application request and/or other previously approved applications.
3. That all the answers to the questions in this application, and all data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief.
4. Understand this application must be complete and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application (I)(We) understand that any City review shall be voidable at the option of the City of North Miami Beach.
5. Understand the failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. Understand that the application, all attachments, correspondence and fees become a part of the official records of the City of North Miami Beach and are not returnable.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. All representatives of the application have registered with and completed the required lobbyist forms from the City of North Miami Beach City Clerk's Office.
9. The application before the Board or City Council shall be represented by the legal owner, the prospective owner having a bona fide purchase contract or a duly qualified attorney retained by said owner or prospective owner.
10. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: concurrency review; property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review. Understand that if payment is not received the prior to Final Public Hearing Review, the Application shall be postponed by the City until such time all fees are paid.

(See next page for signature information)



(Please complete all below sections and indicate "Not Applicable (N/A)" as appropriate).

Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s):	Property owner(s) print name:

Address(es):

Telephone:	Fax:	Email:
------------	------	--------

NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification; Type of Identification Produced _____

Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:



Address(es): N/A

Telephone: N/A	Fax: N/A	Email: N/A
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NOTARIZATION

STATE OF FLORIDA/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by _____

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification; Type of Identification Produced _____

Applicant(s)/Agent(s) Signature(s): 	Applicant(s)/Agent(s) Print Name: The Goldstein Environmental Law Firm, P.A.
---	---

Address(es):
One SE Third Ave., Suite 2120, Miami, FL 33131

Telephone: Business (305) 777-1680	Fax:	Email: mgoldstein@goldsteinenvlaw.com
------------------------------------	------	---

NOTARIZATION

STATE OF FLORIDA/COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of October 2016 by _____

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification; Type of Identification Produced _____



Exhibit A

LEGAL DESCRIPTION:

Parcel I:

The part of the S 1/2 of the NW 1/4 of the NW 1/4 of the SE 1/4 of Section 16, Township 52 South, Range 42 East, Town of North Miami Beach, Miami-Dade County, Florida, lying West of the right-of-way of U.S. No. 1 or Florida State Road No. 4, and East of the right-of-way of the Florida East Coast Railroad, except the South fifteen (15) feet thereof, and that part of Lot 7, Block 3, BISCAYNE BOULEVARD SUBDIVISION ONE, Plat Book 40, Page 4, lying North of the South line of the NE 1/4 of the NE 1/4 of the SW 1/4, Section 16, Township 52 South, Range 42 East, lying and being in Miami-Dade County, Florida.

Parcel II:

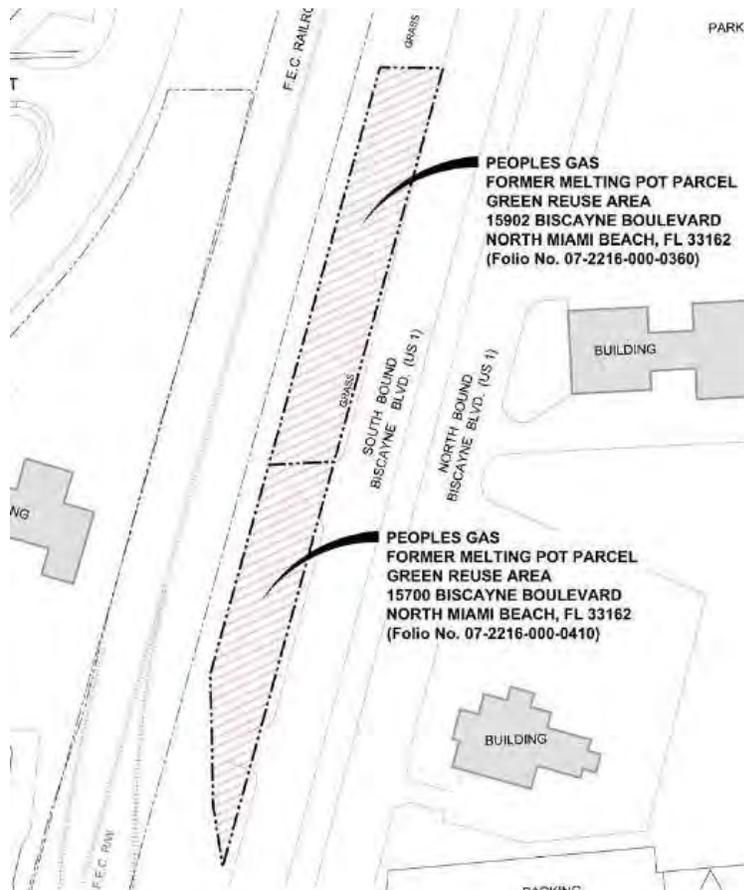
All that portion of the N 1/2 of the of the NW 1/4 of the NW 1/4 of the SE 1/4 of Section 16, Township 52 South, Range 42 East, being bounded on the East by the West line of The Federal Highway, U.S. 1, and said strip being bounded on the West by the East line of the Florida East Coast Railway Right of Way, as now located and constructed, all as shown on a plat entitled "Right of Way Plans #4, Miami-Dade County, Florida" as same is recorded in the Public Records of Miami-Dade County, Florida in Plat Book 34, at Page 51.

NOTICE OF PUBLIC HEARINGS TO CONSIDER ADOPTION OF RESOLUTION DESIGNATING GREEN REUSE AREA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Miami Beach, Florida, will hold public hearings on November 1, 2016, and November 15, 2016, at 7:30 p.m. at the City of North Miami Beach City Hall, located at 17011 N.E. 19th Avenue, North Miami Beach, FL, in order to consider adoption of the following resolution:

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, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77 – 376.85, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

The location of the proposed Green Reuse Area is as presented on the map published with this notice. If any person decides to appeal any decision made by the City Council with respect to any matter considered at the public hearing, that person will need a record of the proceedings and that for such purpose affected persons may need to ensure that a verbatim record of the proceedings is made and that such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the American with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of North Miami Beach at least 48 hours prior to the meeting at (305)787-6001 or Pamela.Latimore@citynmb.com.



VOTER REGISTRATION DEADLINE

Reversing Scott, federal judge could reshape Florida election

BY STEVE BOUSQUET

Herald/Times Tallahassee Bureau

TALLAHASSEE

The judge who extended Florida's voter registration deadline has two more chances to shape the election in the days ahead.

U.S. District Judge Mark Walker definitively placed his stamp on the 2016 vote Monday, even though federal courts were closed for the Columbus Day holiday.

Citing widespread turmoil caused by Hurricane Matthew, Walker ordered the state to accept voter registration forms for one extra day, through Wednesday, when he'll hold a hearing and decide

whether to extend the deadline further. The Florida Democratic Party is seeking an Oct. 18 registration deadline in a must-win state for Hillary Clinton.

Democrats criticized Scott, a Republican, for ordering millions of people to flee their homes, yet refusing to give them extra time to register to vote. That refusal, Democrats say, could disenfranchise tens of thousands of people.

But even as the judge called it "wholly irrational" for the state to not help people join the voting rolls, he also dropped Scott as a defendant because state law does not give the governor specific authority to

extend the registration deadline.

"He [Scott] does not appear to be a proper party here," Walker noted.

That leaves Scott's chief elections official, Secretary of State Ken Detzner, as the sole defendant in the case.

Walker, 49, was nominated to the bench by President Barack Obama in 2012 and earlier practiced law with Steve Andrews, a flamboyant plaintiffs' attorney in Tallahassee who has successfully sued Scott for violating the public records law.

A native of Winter Garden, an Orlando suburb, Walker is a "double Gator" with undergraduate and law degrees from the Uni-

versity of Florida.

An Eagle Scout, he graduated No. 2 in his law school class with high honors at UF, according to a biography he provided to the U.S. Senate Judiciary Committee, while working summers at the hometown Winn-Dixie supermarket.

After two years as an assistant public defender, he worked in Andrews' firm for five years and in three other law firms before winning an open circuit court judgeship in Leon County in 2008.

He served less than four years on the state bench when Obama nominated him.

Tallahassee lawyer Ron Meyer said Walker is a protégé of U.S. District

Judge Robert Hinkle, for whom Walker clerked.

Meyer, a Democrat, has appeared often before Walker, and did not get a clear-cut victory in a 2014 case in which the Florida Education Association, a teacher union, challenged a state teacher evaluation law.

"Whether you win or lose, you're going to get an exceptionally hard-working judge rendering a reasoned opinion," Meyer said. "He has a lot of promise."

In his order Monday, Walker used a golf analogy to make his point that Florida has only one chance to get it right and protect the precious freedom of the right to vote.

"This isn't golf; there are no mulligans," Walker wrote. "This case pits the fundamental right to vote against administrative convenience."

Noting that other storm-ravaged states extended their voter registration deadlines, he wrote: "It is incomprehensible that

Florida could not follow suit."

He also called it "pop-pycock" for anyone to suggest that extending the voter registration deadline was about politics.

In addition to extending the voter registration deadline, Walker will decide a second Florida case brought by the state and national Democratic parties. They have challenged a law that allows counties to reject mail ballots if a voter's signature doesn't match the signature on file.

Walker has called a hearing in that case for Friday at which he will call Tallahassee's longtime supervisor of elections, Ion Sancho, as a court witness.

If Walker agrees with Democrats' arguments in that case as well, hundreds or thousands of heretofore faulty ballots may be counted in November.

Contact Steve Bousquet at bousquet@tampabay.com and follow @stevebousquet

WEATHER

Feel that slightly drier air? In Miami, we call that a cold snap

BY HOWARD COHEN

hcohen@miamiherald.com

The devastating and deadly Hurricane Matthew's final parting gift could be that early nip in the air so many have been talking about since the weekend.

The drier air and the refreshing breeze that has some switching the AC and rolling down car windows, is partly the result of Matthew's merging with a frontal system near the Carolinas' southern end, said Andrew Hagen,

a meteorologist for the National Weather Service. That, along with a high pressure system over the eastern U.S. is sending strong northeasterly winds.

The result is temperatures in the mid-70s and lower-80s, and lower humidity.

"It's been dry behind that front, as well, so the rain has been 20 percent or less the last few days, and that has kept temperatures near normal for this time of year," Hagen said.

Make that "near" normal. The average start date of the dry season is Oct. 20.

The rainy season generally runs May 20 to Oct. 20 but the Miami area is getting treated to more comfortable temperatures earlier this year.

Swimmers should beware, however. Rip cur-

rents are a risk through Wednesday morning, with winds at 10 to 15 miles-per-hour near the coast and five to 10-miles-per-hour inland.

The National Weather Service predicts that similar conditions should last through the rest of the week in Miami-Dade and Broward with a slight tick up in temperatures to the mid-80s.

There is a 40 percent chance of rain Wednesday and Thursday with temperatures in the low-70s at night.

"This high pressure over the southeastern U.S. will weaken and the flow will weaken and that will allow for more typical east winds to develop and that will make the atmosphere more moist and increase rain chances into the weekend and into early next week," Hagen said.

SUPERMARKETS | PUBLIX

Your ice cream and your dog food could be under recall

BY DAVID J. NEAL

dneal@miamiherald.com

Whether considered luxuries or necessities, you might want to march your Publix Premium Chocolate Chip Cookie Dough ice cream and your pooch's Cesar Classics Filet Mignon flavor dog food back to the store.

Iowa-based Aspen Hills supplies the chocolate chip cookie dough used by several brands in their chocolate chip cookie dough ice cream. In September, Blue Bell brand found a potential listeria problem when it tested some of a chocolate

chip cookie dough batch from Aspen Hills. The company said it informed Aspen Hills while initiating a Sept. 21 recall out of caution. Via its website Monday, Publix announced a recall of its product that uses Aspen Hills chocolate chip cookie dough, Publix Premium Chocolate Chip Cookie Dough ice cream, with a UPC of 000-41415-03843 and a sell by date of May 27 2017.

According to the Centers for Disease Control, "A person with listeriosis usually has fever and muscle aches, sometimes preceded by diarrhea or other gastrointestinal symptoms."

Almost everyone who is diagnosed with listeriosis has "invasive" infection, in which the bacteria spread beyond the gastrointestinal tract."

Older adults, newborns, pregnant women and adults with weakened immune systems are particularly vulnerable.

The doggie danger in Cesar Classics Filet Mignon flavor isn't bacteria, but plastic. Friday, Mars Petcare U.S. announced a voluntary recall of its Cesar Classics Filet Mignon wet dog food after small hard white pieces of plastic got into the food during production.

Affected lot codes are 631FKKC and 631GKKC. They have a "best before" date of Aug. 4, 2018 or Aug. 5, 2018 and a UPC code of 23100017792.

Purchasers of either product can return it to the store of purchase for a full refund.



Join us at the First Annual Family Matters Magazine FALL FAMILY FESTIVAL

FREE EVENT

SATURDAY October 15, 2016 **Noon - 6 PM**
MIAMI AIRPORT CONVENTION CENTER | 711 NW 72 AVE | MIAMI, FL 33126

It's a great day out for the entire family!

Live Music Performances
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Rock Climbing

Pumpkin Patch
Face Painting
Arts & Crafts
Bounce Houses

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For exhibitor and sponsor opportunities, contact
Melinda de Armas at mdearmas@miamiherald.com
or call **305-376-3170**.



Public Notice

This will confirm that a meeting of the **Value Adjustment Board (the "VAB")** will be held on **Thursday, October 13, 2016, 11:00 a.m., Commission Chambers Conference Room, 3rd Floor, Stephen P. Clark Center, 111 N.W. 1st Street, Miami**, to consider the following:

- Initial certification of the 2016 unadjusted tax rolls under Section 193.122(1), Florida Statutes (i.e. unadjusted by subsequent VAB changes).
- Such other business as may properly come before the Board.

A list maintained by the Property Appraiser of all applicants for exemption who have had their applications for exemption either (a) denied or (b) wholly or partially approved, is available for inspection by the public at the Department of Property Appraisal, Suite 710, 111 N.W. 1st Street, Miami, Florida, during regular business hours (i.e. from 8 A.M. to 5 P.M. weekdays). The types of exemptions included in the list are: homestead, Sr. Citizen, widow(er), disability, educational, literary, religious, charitable, governmental, health and care facilities, renewable energy source devices, historic properties, homes for the aged, low-income housing properties, labor organization properties, community centers, and economic development (enterprise zone) properties.

A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Americans With Disabilities Act of 1990

Anyone with a disability needing a special accommodation to participate in these proceedings should call (305)375-5641. TDD users may contact us via the Florida Relay Service at 1-800-955-8771. Note: Sign language interpreter services must be requested at least five (5) days prior to an appointment date. Transportation is not provided by the Clerk's office.

HARVEY RUVIN, CLERK

For legal ads online, go to <http://legalads.miamidade.gov>

Notice of Community Meeting and Public Hearings for Proposed Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing shall be conducted on October 13, 2016, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 15779 West Dixie Highway, 15700 Biscayne Boulevard, and 15902 Biscayne Boulevard, North Miami Beach, FL 33162, Folio Nos. 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes. This Community Meeting and Public Hearing, to be held at the Marjorie & William McDonald Center, located at 17051 NE 19th Avenue, North Miami Beach, FL 33162, will also address future development and rehabilitation activities planned for the site by the designation applicant, Peoples Gas System Inc.

Two additional public hearings, dates to be announced, will be held at the North Miami Beach City Hall, located at 17011 NE 19th Avenue, 2nd Floor, North Miami Beach, FL 33162. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or email at mgoldstein@goldsteinenvlaw.com.

[CL](#) [south florida](#) >
[miami / dade](#) >
[community](#) >
[general community](#)

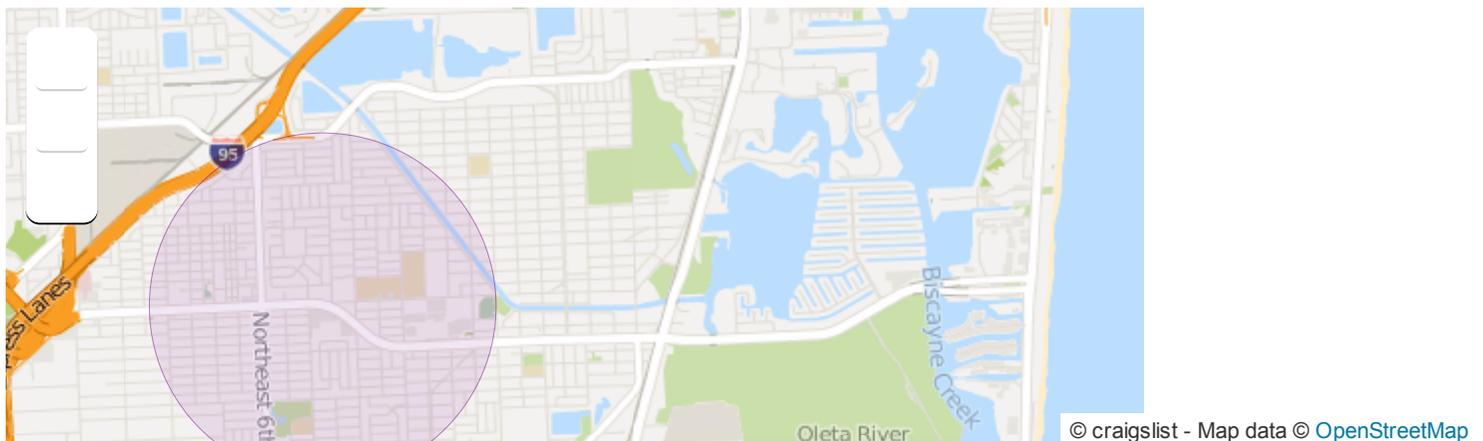
Posted [9 days ago](#)

Notice of Community Meeting & Public Hearings for Proposed Brownfield (North Miami Beach)

Notice of Community Meeting and Public Hearings for Proposed Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing shall be conducted on October 13, 2016, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 15779 West Dixie Highway, 15700 Biscayne Boulevard, and 15902 Biscayne Boulevard, North Miami Beach, FL 33162, Folio Nos. 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes. This Community Meeting and Public Hearing, to be held at the Marjorie & William McDonald Center, located at 17051 NE 19th Avenue, North Miami Beach, FL 33162, will also address future development and rehabilitation activities planned for the site by the designation applicant, Peoples Gas System Inc.

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- do NOT contact me with unsolicited services or offers



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: Richard G. Lorber, AICP, Director of Community Development
DATE: Tuesday, November 1, 2016
RE: Resolution R2016-92 (Richard G. Lorber, AICP, Director of Community Development)

BACKGROUND ANALYSIS:

Peoples Gas System, Inc. has submitted a request for the Designation of their property as a “Green Reuse Area”.

This is for their property located at 15779 West Dixie Highway, which is the East Side of Dixie Highway, where their existing operations are located. A companion request includes their two properties along Biscayne Blvd., where the Melting Pot used to be located.

This is a Brownfields designation, which will help them to redevelop the property in future. Peoples Gas is considering developing a portion of the site with commercial, retail, office, and hospitality uses.

RECOMMENDATION: Approve the resolution on first reading; schedule second reading public hearing for November 15, 2016.

FISCAL/BUDGETARY IMPACT: No negative fiscal impact.

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution R2016-92 |
| <input type="checkbox"/> Exhibit A to Resolution R2016-92 |
| <input type="checkbox"/> Staff Report |

[Application](#)

[Public Notice](#)

[Attendee List](#)

[Notice in Newspaper](#)

RESOLUTION NO. R2016-92

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*.

WHEREAS, the State of Florida has provided, in Ch. 97-277, Laws of Florida, which is codified at Ch. 376.77 – 376.85, *Florida Statutes*, for the designation by resolution, including at the request of the person who owns or controls one or more real estate parcels, of a “brownfields area” comprised of such real estate parcels, to provide for their environmental remediation and redevelopment and to promote economic development and revitalization generally; and

WHEREAS, Peoples Gas System Inc. (“Peoples Gas”), owns one parcel of land as depicted on Exhibit A with the legal description as set forth on Exhibit B (the “Subject Property”) and intends to develop it to provide for a mixed-use commercial and retail project with innovative site planning for shopping and working environments, among other purposes; and

WHEREAS, Peoples Gas has requested that the Mayor and City Council of the City of North Miami Beach, Florida (the “City”) designate the Subject Property as the Peoples Gas East Parcel Green Reuse Area pursuant to section 376.80(2)(c), *Florida Statutes*, of Florida's Brownfield Redevelopment Act; and

WHEREAS, the City has reviewed the relevant criteria that apply in such designations, as specified in Ch. 376.80(2)(c), *Florida Statutes*, and has determined and finds that the Subject Property qualifies for designation because the following requirements have been satisfied:

1. Peoples Gas owns and/or controls the real estate parcel proposed for designation and has agreed to rehabilitate and redevelop it;
2. rehabilitation and redevelopment of the Peoples Gas East Parcel Green Reuse Area will result in economic productivity in the area, along with the creation of at least 5 new permanent jobs;
3. the redevelopment of the Peoples Gas East Parcel Green Reuse Area is consistent with the City's comprehensive plan and is a permissible use under the City's Zoning and Land Development Code;
4. proper notice of the proposed rehabilitation of the Peoples Gas East Parcel Green Reuse Area has been provided to neighbors and nearby residents, and Peoples Gas has provided

those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and

5. Peoples Gas has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Peoples Gas East Parcel Green Reuse Area a “brownfield area” to further its rehabilitation and redevelopment for purposes of Ch. 376.77 – 376.85, *Florida Statutes*; and

WHEREAS, the applicable procedures set forth in Ch. 376.80 and 166.041, *Florida Statutes*, have been followed, and proper notice has been provided in accordance with Ch. 376.80(1) and 166.041(3)(c)2, *Florida Statutes*.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Council find that Peoples Gas and the aforementioned site satisfy the criteria set forth in Ch. 376.80(2)(c), *Florida Statutes*.

Section 3. The Mayor and City Council designates the Subject Property as the Peoples Gas East Parcel Green Reuse Area for purposes of Ch. 376.77 – 376.85, *Florida Statutes*.

Section 4. The City Clerk is hereby directed to provide a copy of this resolution to the Florida Department of Environmental Protection.

Section 5. That this Resolution shall be in full force and effect upon final passage.

APPROVED AND ADOPTED this 1st day of November, 2016.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

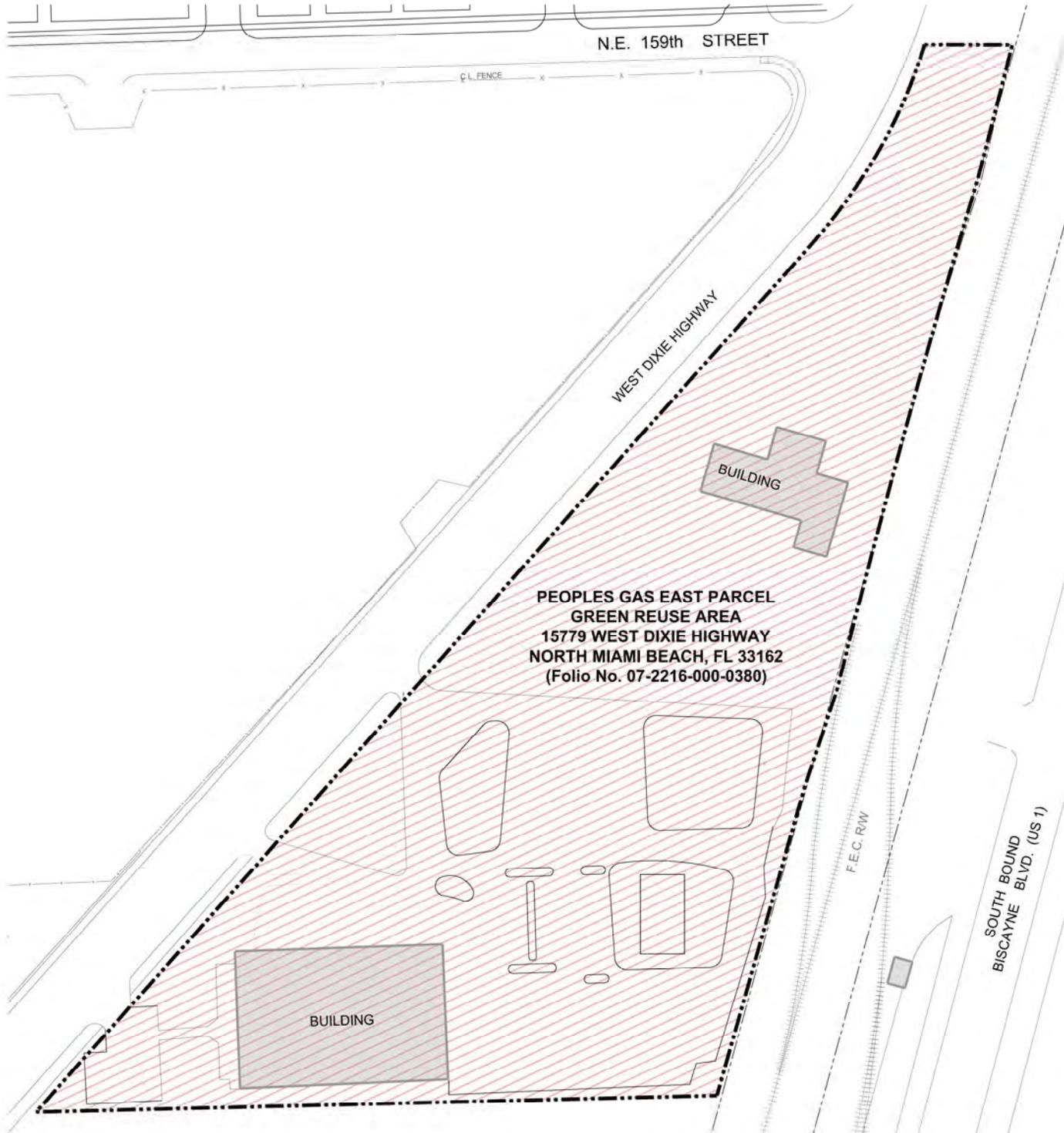
APPROVED AS TO FORM LANGUAGE
AND FOR EXECUTION

JOSE SMITH

CITY ATTORNEY

RESOLUTION NO. 2016-92

Exhibit A



N.E. 159th STREET

C.L. FENCE

WEST DIXIE HIGHWAY

BUILDING

PEOPLES GAS EAST PARCEL
GREEN REUSE AREA
15779 WEST DIXIE HIGHWAY
NORTH MIAMI BEACH, FL 33162
(Folio No. 07-2216-000-0380)

BUILDING

F.E.C. RW

SOUTH BOUND
BISCAYNE BLVD. (US 1)

Exhibit B

LEGAL DESCRIPTION:

A parcel of land lying in Section 16, Township 52 South, Range 42 East, City of North Miami Beach, and being more particularly described as follows:

Begin at the Northwest corner of Tract "A", ADELE SUBDIVISION, according to the plat thereof, as recorded in Plat Book 126 at Page 80 of the Public Records of Miami-Dade County, Florida; thence $N43^{\circ}35'30''E$ along the Southeasterly right of way line of West Dixie Highway for 949.65 feet to a point of curvature; thence continue along said right of way line Northeasterly along a 535.00 foot radius leading to the left through a central angle of $22^{\circ}07'39''$ for an arc distance of 206.62 feet; thence $S90^{\circ}00'00''E$ for 69.45 feet; thence $S17^{\circ}31'32''W$ along the Northwesterly line of the Florida East Coast Railroad right of way for 897.92 feet to a point on the Northeast corner of said Tract "A"; thence $S89^{\circ}31'28''W$ along the North line of said Tract "A" for 564.28 feet to the Point of Beginning.



City of North Miami Beach, Florida

COMMUNITY DEVELOPMENT DEPARTMENT

CITY COUNCIL STAFF REPORT

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Richard Lorber, AICP, Community Development Director

DATE: November 1, 2016

RE: REQUEST FROM PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC, FOR DESIGNATION OF PROPERTY LOCATED AT 15779 WEST DIXIE HIGHWAY, NORTH MIAMI BEACH, FL 33162, AS A GREEN REUSE AREA, PURSUANT TO FLORIDA'S BROWNFIELDS REDEVELOPMENT ACT

Peoples Gas East Parcel Green Reuse Area

◆-----◆
OWNER OF PROPERTY

Peoples Gas System, a division of
Tampa Electric Company

ADDRESS OF PROPERTY

15779 West Dixie Highway, North
Miami Beach, FL 33162

FOLIO NUMBER

07-2216-000-0380

EXISTING ZONE

MU/EC Mixed-Use Employment
Center District

EXISTING LAND USE

Oil and Gas Storage (Tank Farms)

◆-----◆

BACKGROUND:

The applicant, Peoples Gas System, a division of Tampa Electric Company ("PGS"), is the owner of the property located at 15779 West Dixie Highway, North Miami Beach, FL 33162, which consists of a 257,440 square foot area comprised of one parcel bearing folio number 07-2216-000-0380 (the "Subject Property").

PGS is pursuing redevelopment and reuse of the Subject Property, which is impacted by contaminated soil and groundwater. In order to facilitate redevelopment and reuse, and assist with cleanup, PGS is seeking to designate the Subject Property as a Green Reuse Area, to be referred to as the "Peoples Gas East Parcel Green Reuse Area," pursuant to Florida's Brownfields Redevelopment Act. This is a companion designation to a second request filed by PGS with respect to the property located at 15902 and 15700 Biscayne Boulevard, North Miami Beach, FL 33160.

Required action includes two (2) public hearings and designation by resolution. If approved, the City of North Miami Beach will notify the Florida Department of Environmental Protection ("FDEP").

The purpose of designating a Green Reuse Area is to promote economic redevelopment, job creation, environmental restoration, and more sustainable growth patterns. By statutory definition, brownfields encompass real property where expansion, redevelopment, or reuse of which has been or may be complicated by actual or perceived environmental contamination. Since 1997, the Florida Brownfields Program ("FBP") has made a wide array of financial, regulatory, and technical incentives available to local governments, businesses, and communities to catalyze environmental cleanup and economic redevelopment of marginalized or otherwise underutilized properties. In doing so, the FBP has encouraged confidence in neighborhood revitalization and investment of private capital in land reuse and job creation in hundreds of communities throughout Florida. According to figures provided by FDEP, as of September 2016, 406 brownfield areas covering more than 266,000 acres have been designated as brownfields, generating over \$2.7 billion in private capital investment, and contributing to the creation of more than 65,000 confirmed and projected direct and indirect jobs. Brownfield areas have enjoyed a wide range of redevelopment uses, including affordable housing, community health clinics, retail and commercial, renewable energy, transportation facilities, and conservation and recreation.

For a discussion of Brownfield case studies, please see the Florida Brownfields Redevelopment Annual Report, dated August 2016, which can be found here: http://www.dep.state.fl.us/waste/quick_topics/publications/wc/brownfields/AnnualReport/2016/2015-16_FDEP_Annual.pdf.

THE SITE:

The subject site consists of a total of 257,440 square feet comprised of one parcel.

THE PROJECT:

The project involves the development of a mixed-use commercial and retail development. The proposed mixed-use development is in accordance with the permitted uses of the core sub-area of the Mixed-Use Employment Center District and the General Business District.

PLANNING AND ZONING DEPARTMENT ANALYSIS:

Under the applicable statutory criteria, two public hearings are required to adopt a Green Reuse Area designation resolution, which the local government must approve if the following five statutory criteria are demonstrated by the applicant.

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that “[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.”

The applicant, PGS, satisfies this criterion in that it owns the Subject Property and has agreed to redevelop and rehabilitate it. This showing is contained in the package of materials submitted with PGS’ underlying designation request on September 30, 2016 (the “Application”). Accordingly, PGS meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that “the rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement and are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation or recreational areas, conservation areas, or parks.”

PGS satisfies this criterion in that the Project will result in significant economic productivity of the area. The projected budget for rehabilitation and redevelopment is approximately \$75 million - 100 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact

fees. This work will support between 300 - 500 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants. In addition, the Project, once completed, is anticipated to create up to 500 permanent, full-time and part-time positions not associated with the implementation of the rehabilitation agreement and not associated with redevelopment project demolition or construction activities. Such job creation will result in the payment of significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, PGS meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use Under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that “[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.”

Folio Number 07-2216-000-0380 is located in the Mixed-Use Employment Center of the City of North Miami Beach’s Comprehensive Plan, which allows mixed use development, and is zoned in a Mixed-Use/Employment Center District that permits a mix of intense non-residential uses and higher density residential uses that are both vertically and horizontally integrated, including residential, eating and drinking establishments, general business, office, retail/personal services, retail/retail services, lodging accommodations, light industrial/warehouse, and institutional uses. See § 24-58.2 of the City of North Miami Beach Code of Ordinances. All of the Project’s anticipated uses are thus allowable as of right under these applicable local land development regulations. Accordingly, PGS meets the third criterion.

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that “[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area.” Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(2)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.”

PGS satisfies the fourth criterion by meeting all applicable notice and opportunity to comment requirements established by Florida Statutes by posting notice at the Subject Property, publishing notice in the Miami Herald, publishing notice in the City of Miami Community Bulletin section of Craig's List, and making direct contact via email to multiple community stakeholders. PGS provided the City with pictures of the posting on the Subject Property as well as copies of the ads and the dates they ran. In addition, PGS hosted a public meeting at the Marjorie & William McDonald Center, on October 13, 2016, to afford an opportunity for members of the public to provide comments and suggestions regarding designation, development, and rehabilitation of the Subject Property. For the reasons discussed herein, PGS satisfies the fourth criterion.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that “[t]he person proposing the area for designation has provided reasonable assurances that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.”

The total projected capital budget for the Project as described in Paragraph 2 above will be fully funded. First, PGS has ample resources in hand to promptly complete the rehabilitation portion of the Project and ensure timely remediation of all on-site and off-site contamination issues under strict oversight by the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management (“DERM”). Specifically, according to its Form 10-Q, filed with the U.S. Securities and Exchange Commission for the Quarterly Period Ended June 30, 2016,¹ as of June 30, 2016, PGS had \$1,135.9 billion in total assets. And, for the first 6 months of 2016, PGS had total revenue in the amount of \$233.1 million. Second, PGS is committed to ensuring, through a rigorous due diligence process, that any development partners selected for redeveloping and building on the Subject Properties will have the experience and resources to design, permit, finance, and construct the end-uses that are contemplated for the Subject Properties (and approved by the City). Founded in 1895, PGS has provided Florida residents and businesses with reliable and economical natural gas products and service. It is Florida's largest natural gas distributor, serving more than 365,000 residential, commercial, and industrial customers through more than 9,200 miles of system infrastructure. It's affiliate, TECO Energy Inc. (“TECO”), a subsidiary of Emera Inc., is a leading energy company located in Tampa, Florida. Nearly 725,000 residential, commercial, and industrial customers depend of TECO for reliable power and value-added energy services. TECO has nearly 4,400 megawatts of generating capacity and recently

¹ The Form 10-Q may be accessed at https://www.sec.gov/Archives/edgar/data/96271/000156459016023379/te-10q_20160630.htm.

completed a 10-year, \$1.2 billion environmental improvement program that significantly reduced environmental emissions while providing reliable, and affordable electricity. Based on all the foregoing, PGS satisfies the fifth criterion.

PLANNING AND ZONING DEPARTMENT RECOMMENDATION:

Based on the foregoing, the Mayor and Council should designate the 257,440 square foot area comprised of one parcel bearing folio number 07-2216-000-0380 as a Green Reuse Area, to be referred to as the “Peoples Gas East Parcel Green Reuse Area,” in accordance with Florida’s Brownfields Redevelopment Act.

LOCATION





General information

Property/project name: **Peoples Gas East Parcel Green Reuse Area**

Submittal date: **September 30, 2016**

Street address(es) of the property: **15779 West Dixie Hwy., North Miami Beach, FL 33162, Folio No. 07-2216-000-0380**

Proposed use: **Mixed use, including commercial, retail, office, and hospitality**

Applicant(s)/agent(s): **Peoples Gas System Inc.**

Application request

The undersigned Applicant(s)/Agent(s)/Property Owner(s) request City of North Miami Beach consideration and review of the following application(s). Please check all that apply.

- Abandonment and Vacations
- Annexation
- Comprehensive Plan Map Amendment - Small Scale Comprehensive
- Plan Map Amendment - Large Scale Comprehensive Plan Text
- Amendment
- Conditional Use
- Conditional Use – Special Limited
- Development Agreement
- Development of Regional Impact
- Development of Regional Impact - Notice of Proposed Change Planned
- Unit Development
- Plat/Replat
- Site Plan
- Variance
- Zoning Code Map Amendment
- Zoning Code Text Amendment

X Other: Green Reuse Area Designation pursuant to Sec. 376.80(2)(c), Florida Statutes, of Florida's Brownfields Redevelopment Act

Project information

Street address(es) of the property: **15779 West Dixie Hwy., North Miami Beach, FL 33162**

Legal description: **See Exhibit "A"**

Property folio numbers (list all numbers) **07-2216-000-0380**



Property owner name(s): **Peoples Gas System Inc.**

Property owner(s) mailing address(es):

Telephone: Business _____ Fax _____
Other _____ Email _____@_____

Applicant(s)/agent(s): **The Goldstein Environmental Law Firm, P.A.**

Applicant(s)/agent(s) mailing address: **One SE Third Ave., Suite 2120, Miami, FL 33131**

Telephone: **Business (305) 777-1680**
Other _____ Email **mgoldstein@goldsteinenvlaw.com**

Proposed site data and land use(s) information

Please complete and/or respond to all requested information. If "Not Applicable," please note NA.

Current Comprehensive Plan Land Use designation(s): **Mixed-Use Employment Center**

Current Zoning District designation(s): **Mixed-Use/Employment Center**

Proposed Comprehensive Plan Land Use designation(s) (if applicable): **N/A**

Proposed Zoning District designations(s) (if applicable): **N/A**

Proposed non-residential land uses (list of intended uses), gross square footage, required parking and parking provided.

Table with 4 columns: Use, Square footage, Required parking, Parking provided. Contains 6 rows of blank entries.

Non-residential totals: Square footage: _____ Required parking: _____ Parking provided: _____

Residential unit size, number by unit type, gross square footage by type, required parking and parking provided:

Unit size: Studio: _____ One-bedroom: _____ Two-bedroom: _____ Three-bedroom: _____

Table with 4 columns: Unit type, Square footage, Required parking, Parking provided. Contains 4 rows for Studio, One-bedroom, Two-bedroom, and Three-bedroom.

Residential totals: _____ Square footage: _____ Required parking: _____ Parking provided: _____



Site data information:

Total lot area (square footage/acreage): 5.9 acres Lot width: Lot depth:
Setbacks: Front: Rear: Side: Side (Interior):
Building height (feet/inches): Number of floors:
Minimum pervious area: Maximum lot coverage:
Total required parking: Parking provided: Additional parking:

Supporting information

A Preapplication Conference is required with the Community Development Staff in advance of application submittal to determine the information necessary to be filed with the application(s). Staff will advise and check the required items at the Preapplication Conference. If necessary, attach additional sheets to application. Staff reserves the right to request additional information as necessary throughout the entire City review process.

- Aerial.
Affidavit providing for property owner's authorization to process application.
Annexation supporting materials.
Application fees.
Application representation and contact information.
Appraisal.
Architectural/building elevations (color).
Architectural/building elevations architectural elements (color).
Building floor plans and roof plan.
Comprehensive Plan analysis.
Comprehensive Plan text amendment justification.
Concurrency review application.
Department of Transportation Driveway Connection Permit
Drainage Plan.
Elevations.
Encroachments plan.
Environmental assessment.
Exterior architectural materials board.
Landscape plan.
Land use map (subject property outlined).
Lighting plan.
Liquor survey (for only review of location of lounge, bar, or package liquor store).
Lobbyist form (City form).
Massing model and/or 3D computer model.

- Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- Parking study.
- Photographs (color) of property, adjacent uses and/or streetscape.
- Plat.
- Property owners list, including a typewritten list and 2 sets of self-adhesive labels of all properties within 500 feet.
- Property survey and legal description.
- Public Realm Improvements Plan for mixed use projects.
- Public school preliminary concurrency analysis (residential land use/zoning applications only).
- Sign master plan (colored).
- Site plan and supporting information.
- Statement of use and/or cover letter.
- Streetscape master plan.
- Text amendment justification.
- Traffic accumulation assessment.
- Traffic impact statement.
- Traffic impact study.
- Traffic stacking analysis.
- Utilities consent.
- Utilities location plan.
- Vegetation survey.
- Warranty Deed.
- Zoning Code text amendment justification.
- Zoning Map (with subject property outlined)
- Other: Request for Designation of the Property Located at 15779 West Dixie Highway, 15700 Biscayne Blvd., and 15902 Biscayne Blvd., North Miami Beach, FL 33162, and Identified by Folio Numbers 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360 as Green Reuse Areas Pursuant to § 376.80(2)9c), Florida Statutes, of Florida's Brownfields Redevelopment Act, dated September 30, 2016, provided under separate cover

Application submittal requirements – Number of copies

1. Table of Contents. Please provide a Table of Contents identifying all documents provided on all paper and electronic copies. Please clearly indicate date on all pages of plans and drawings.
2. Hard copies.
 - a. Fifteen (15) paper copies (11 inch by 17 inch format with binding) of this application and entire application shall be submitted including all the items identified in the Pre-application Conference.
 - b. One (1) paper full-size (24 inch by 36 inch format, signed and sealed, stapled and folded) plans of all drawings, illustrations, etc.
 - c. One (1) copy of exterior architectural materials board (if applicable).
 - d. Fifteen (15) sets of the application.
 - e. Fifteen (15) sets of the letter of intent for the project.
 - f. Fifteen (15) sets of the most recent survey of the property.
3. Digital media copies. One (1) compact discs (CD ROMs) of the entire application including all items identified in the Pre-application Conference. Each document shall be separated into separate PDF files (i.e., application; site plan,

landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 Mb. All discs shall be labeled with the applicant(s) name, project name and date of submittal.

Applicant/agent/property owner affirmation and consent

(I) (We) affirm and certify to all of the following:

1. Submission of the following:
 - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
 - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of North Miami Beach entitlements in effect during the entire review process.
2. This application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of North Miami Beach unless identified and approved as a part of this application request and/or other previously approved applications.
3. That all the answers to the questions in this application, and all data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief.
4. Understand this application must be complete and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application (I)(We) understand that any City review shall be voidable at the option of the City of North Miami Beach.
5. Understand the failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. Understand that the application, all attachments, correspondence and fees become a part of the official records of the City of North Miami Beach and are not returnable.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. All representatives of the application have registered with and completed the required lobbyist forms from the City of North Miami Beach City Clerk's Office.
9. The application before the Board or City Council shall be represented by the legal owner, the prospective owner having a bona fide purchase contract or a duly qualified attorney retained by said owner or prospective owner.
10. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: concurrency review; property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review. Understand that if payment is not received the prior to Final Public Hearing Review, the Application shall be postponed by the City until such time all fees are paid.

(See next page for signature information)



(Please complete all below sections and indicate "Not Applicable (N/A)" as appropriate).

Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s):	Property owner(s) print name:

Address(es):

Telephone:	Fax:	Email:
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NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification; Type of Identification Produced _____

Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:



Address(es): N/A

Telephone: N/A Fax: N/A Email: N/A

NOTARIZATION

STATE OF FLORIDA/COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by _____
 (Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)
 Personally Known OR Produced Identification; Type of Identification Produced _____

Applicant(s)/Agent(s) Signature(s): 	Applicant(s)/Agent(s) Print Name: The Goldstein Environmental Law Firm, P.A.
---	---

Address(es):
 One SE Third Ave., Suite 2120, Miami, FL 33131

Telephone: Business (305) 777-1680 Fax: _____ Email: mgoldstein@goldsteinenvlaw.com

NOTARIZATION

STATE OF FLORIDA/COUNTY OF _____
 The foregoing instrument was acknowledged before me this 18th day of October 2016 by _____
 (Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)
 Personally Known OR Produced Identification; Type of Identification Produced _____



Exhibit A

LEGAL DESCRIPTION:

A parcel of land lying in Section 16, Township 52 South, Range 42 East, City of North Miami Beach, and being more particularly described as follows:

Begin at the Northwest corner of Tract "A", ADELE SUBDIVISION, according to the plat thereof, as recorded in Plat Book 126 at Page 80 of the Public Records of Miami-Dade County, Florida; thence N43°35'30"E along the Southeasterly right of way line of West Dixie Highway for 949.65 feet to a point of curvature; thence continue along said right of way line Northeasterly along a 535.00 foot radius leading to the left through a central angle of 22°07'39" for an arc distance of 206.62 feet; thence S90°00'00"E for 69.45 feet; thence S17°31'32"W along the Northwesterly line of the Florida East Coast Railroad right of way for 897.92 feet to a point on the Northeast corner of said Tract "A"; thence S89°31'28"W along the North line of said Tract "A" for 564.28 feet to the Point of Beginning.

NOTICE OF PUBLIC HEARINGS TO CONSIDER ADOPTION OF RESOLUTION DESIGNATING GREEN REUSE AREA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Miami Beach, Florida, will hold public hearings on November 1, 2016, and November 15, 2016, at 7:30 p.m. at the City of North Miami Beach City Hall, located at 17011 N.E. 19th Avenue, North Miami Beach, FL, in order to consider adoption of the following resolution:

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, FOR REHABILITATION AND REDEVELOPMENT FOR THE PURPOSES OF SECTIONS 376.77 – 376.85, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

The location of the proposed Green Reuse Area is as presented on the map published with this notice. If any person decides to appeal any decision made by the City Council with respect to any matter considered at the public hearing, that person will need a record of the proceedings and that for such purpose affected persons may need to ensure that a verbatim record of the proceedings is made and that such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the American with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of North Miami Beach at least 48 hours prior to the meeting at (305)787-6001 or Pamela.Latimore@citynmb.com.



H1

VOTER REGISTRATION DEADLINE

Reversing Scott, federal judge could reshape Florida election

BY STEVE BOUSQUET

Herald/Times Tallahassee Bureau

TALLAHASSEE

The judge who extended Florida's voter registration deadline has two more chances to shape the election in the days ahead.

U.S. District Judge Mark Walker definitively placed his stamp on the 2016 vote Monday, even though federal courts were closed for the Columbus Day holiday.

Citing widespread turmoil caused by Hurricane Matthew, Walker ordered the state to accept voter registration forms for one extra day, through Wednesday, when he'll hold a hearing and decide

whether to extend the deadline further. The Florida Democratic Party is seeking an Oct. 18 registration deadline in a must-win state for Hillary Clinton.

Democrats criticized Scott, a Republican, for ordering millions of people to flee their homes, yet refusing to give them extra time to register to vote. That refusal, Democrats say, could disenfranchise tens of thousands of people.

But even as the judge called it "wholly irrational" for the state to not help people join the voting rolls, he also dropped Scott as a defendant because state law does not give the governor specific authority to

extend the registration deadline.

"He [Scott] does not appear to be a proper party here," Walker noted.

That leaves Scott's chief elections official, Secretary of State Ken Detzner, as the sole defendant in the case.

Walker, 49, was nominated to the bench by President Barack Obama in 2012 and earlier practiced law with Steve Andrews, a flamboyant plaintiffs' attorney in Tallahassee who has successfully sued Scott for violating the public records law.

A native of Winter Garden, an Orlando suburb, Walker is a "double Gator" with undergraduate and law degrees from the Uni-

versity of Florida.

An Eagle Scout, he graduated No. 2 in his law school class with high honors at UF, according to a biography he provided to the U.S. Senate Judiciary Committee, while working summers at the hometown Winn-Dixie supermarket.

After two years as an assistant public defender, he worked in Andrews' firm for five years and in three other law firms before winning an open circuit court judgeship in Leon County in 2008.

He served less than four years on the state bench when Obama nominated him.

Tallahassee lawyer Ron Meyer said Walker is a protégé of U.S. District

Judge Robert Hinkle, for whom Walker clerked.

Meyer, a Democrat, has appeared often before Walker, and did not get a clear-cut victory in a 2014 case in which the Florida Education Association, a teacher union, challenged a state teacher evaluation law.

"Whether you win or lose, you're going to get an exceptionally hard-working judge rendering a reasoned opinion," Meyer said. "He has a lot of promise."

In his order Monday, Walker used a golf analogy to make his point that Florida has only one chance to get it right and protect the precious freedom of the right to vote.

"This isn't golf; there are no mulligans," Walker wrote. "This case pits the fundamental right to vote against administrative convenience."

Noting that other storm-ravaged states extended their voter registration deadlines, he wrote: "It is incomprehensible that

Florida could not follow suit."

He also called it "pop-pycock" for anyone to suggest that extending the voter registration deadline was about politics.

In addition to extending the voter registration deadline, Walker will decide a second Florida case brought by the state and national Democratic parties. They have challenged a law that allows counties to reject mail ballots if a voter's signature doesn't match the signature on file.

Walker has called a hearing in that case for Friday at which he will call Tallahassee's longtime supervisor of elections, Ion Sancho, as a court witness.

If Walker agrees with Democrats' arguments in that case as well, hundreds or thousands of heretofore faulty ballots may be counted in November.

Contact Steve Bousquet at bousquet@tampabay.com and follow @stevebousquet

WEATHER

Feel that slightly drier air? In Miami, we call that a cold snap

BY HOWARD COHEN

hcohen@miamiherald.com

The devastating and deadly Hurricane Matthew's final parting gift could be that early nip in the air so many have been talking about since the weekend.

The drier air and the refreshing breeze that has some switching the AC and rolling down car windows, is partly the result of Matthew's merging with a frontal system near the Carolinas' southern end, said Andrew Hagen,

a meteorologist for the National Weather Service. That, along with a high pressure system over the eastern U.S. is sending strong northeasterly winds.

The result is temperatures in the mid-70s and lower-80s, and lower humidity.

"It's been dry behind that front, as well, so the rain has been 20 percent or less the last few days, and that has kept temperatures near normal for this time of year," Hagen said.

Make that "near" normal. The average start date of the dry season is Oct. 20.

The rainy season generally runs May 20 to Oct. 20 but the Miami area is getting treated to more comfortable temperatures earlier this year.

Swimmers should beware, however. Rip cur-

rents are a risk through Wednesday morning, with winds at 10 to 15 miles-per-hour near the coast and five to 10-miles-per-hour inland.

The National Weather Service predicts that similar conditions should last through the rest of the week in Miami-Dade and Broward with a slight tick up in temperatures to the mid-80s.

There is a 40 percent chance of rain Wednesday and Thursday with temperatures in the low-70s at night.

"This high pressure over the southeastern U.S. will weaken and the flow will weaken and that will allow for more typical east winds to develop and that will make the atmosphere more moist and increase rain chances into the weekend and into early next week," Hagen said.

SUPERMARKETS | PUBLIX

Your ice cream and your dog food could be under recall

BY DAVID J. NEAL

dneal@miamiherald.com

Whether considered luxuries or necessities, you might want to march your Publix Premium Chocolate Chip Cookie Dough ice cream and your pooch's Cesar Classics Filet Mignon flavor dog food back to the store.

Iowa-based Aspen Hills supplies the chocolate chip cookie dough used by several brands in their chocolate chip cookie dough ice cream. In September, Blue Bell brand found a potential listeria problem when it tested some of a chocolate

chip cookie dough batch from Aspen Hills. The company said it informed Aspen Hills while initiating a Sept. 21 recall out of caution. Via its website Monday, Publix announced a recall of its product that uses Aspen Hills chocolate chip cookie dough, Publix Premium Chocolate Chip Cookie Dough ice cream, with a UPC of 000-41415-03843 and a sell by date of May 27 2017.

According to the Centers for Disease Control, "A person with listeriosis usually has fever and muscle aches, sometimes preceded by diarrhea or other gastrointestinal symptoms.

Almost everyone who is diagnosed with listeriosis has "invasive" infection, in which the bacteria spread beyond the gastrointestinal tract."

Older adults, newborns, pregnant women and adults with weakened immune systems are particularly vulnerable.

The doggie danger in Cesar Classics Filet Mignon flavor isn't bacteria, but plastic. Friday, Mars Petcare U.S. announced a voluntary recall of its Cesar Classics Filet Mignon wet dog food after small hard white pieces of plastic got into the food during production.

Affected lot codes are 631FKKC and 631GKKC. They have a "best before" date of Aug. 4, 2018 or Aug. 5, 2018 and a UPC code of 23100017792.

Purchasers of either product can return it to the store of purchase for a full refund.



Join us at the First Annual Family Matters Magazine FALL FAMILY FESTIVAL

FREE EVENT

SATURDAY October 15, 2016 **Noon - 6 PM**

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Pumpkin Patch
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For exhibitor and sponsor opportunities, contact Melinda de Armas at mdearmas@miamiherald.com or call 305-376-3170.

ADEM115



Public Notice

This will confirm that a meeting of the **Value Adjustment Board (the "VAB")** will be held on **Thursday, October 13, 2016, 11:00 a.m., Commission Chambers Conference Room, 3rd Floor, Stephen P. Clark Center, 111 N.W. 1st Street, Miami**, to consider the following:

- Initial certification of the 2016 unadjusted tax rolls under Section 193.122(1), Florida Statutes (i.e. unadjusted by subsequent VAB changes).
- Such other business as may properly come before the Board.

A list maintained by the Property Appraiser of all applicants for exemption who have had their applications for exemption either (a) denied or (b) wholly or partially approved, is available for inspection by the public at the Department of Property Appraisal, Suite 710, 111 N.W. 1st Street, Miami, Florida, during regular business hours (i.e. from 8 A.M. to 5 P.M. weekdays). The types of exemptions included in the list are: homestead, Sr. Citizen, widow(er), disability, educational, literary, religious, charitable, governmental, health and care facilities, renewable energy source devices, historic properties, homes for the aged, low-income housing properties, labor organization properties, community centers, and economic development (enterprise zone) properties.

A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Americans With Disabilities Act of 1990

Anyone with a disability needing a special accommodation to participate in these proceedings should call (305)375-5641. TDD users may contact us via the Florida Relay Service at 1-800-955-8771. Note: Sign language interpreter services must be requested at least five (5) days prior to an appointment date. Transportation is not provided by the Clerk's office.

HARVEY RUVIN, CLERK

For legal ads online, go to <http://legalads.miamidade.gov>

Notice of Community Meeting and Public Hearings for Proposed Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing shall be conducted on October 13, 2016, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 15779 West Dixie Highway, 15700 Biscayne Boulevard, and 15902 Biscayne Boulevard, North Miami Beach, FL 33162, Folio Nos. 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes. This Community Meeting and Public Hearing, to be held at the Marjorie & William McDonald Center, located at 17051 NE 19th Avenue, North Miami Beach, FL 33162, will also address future development and rehabilitation activities planned for the site by the designation applicant, Peoples Gas System Inc.

Two additional public hearings, dates to be announced, will be held at the North Miami Beach City Hall, located at 17011 NE 19th Avenue, 2nd Floor, North Miami Beach, FL 33162. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or email at mgoldstein@goldsteinenvlaw.com.

[CL](#) [south florida](#) >
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[community](#) >
[general community](#)

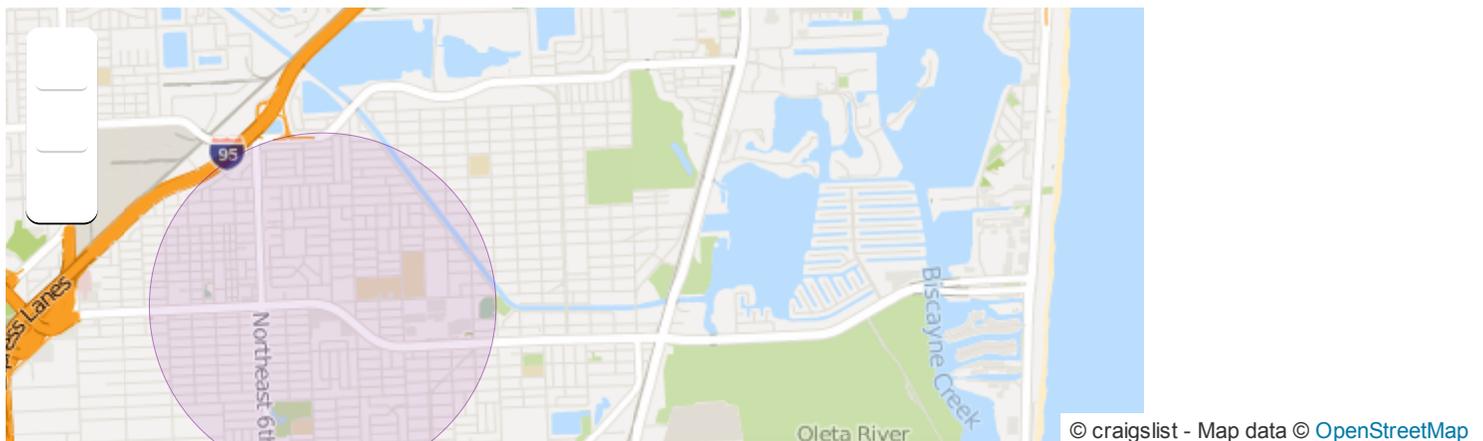
Posted [9 days ago](#)

Notice of Community Meeting & Public Hearings for Proposed Brownfield (North Miami Beach)

Notice of Community Meeting and Public Hearings for Proposed Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing shall be conducted on October 13, 2016, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 15779 West Dixie Highway, 15700 Biscayne Boulevard, and 15902 Biscayne Boulevard, North Miami Beach, FL 33162, Folio Nos. 07-2216-000-0380, 07-2216-000-0410, and 07-2216-000-0360, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes. This Community Meeting and Public Hearing, to be held at the Marjorie & William McDonald Center, located at 17051 NE 19th Avenue, North Miami Beach, FL 33162, will also address future development and rehabilitation activities planned for the site by the designation applicant, Peoples Gas System Inc.

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- do NOT contact me with unsolicited services or offers



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: Marvin Adams, HR/Risk Analyst
DATE: Tuesday, November 1, 2016
RE: Resolution R2016-93 (Marvin Adams, HR/Risk Analyst)

BACKGROUND ANALYSIS:

The City of North Miami Beach is self insured for general and auto liability claims. In consultation with the City Attorney's Office, the Risk Management division of the Human Resources department is seeking approval for a settlement. On September 17, 2014, a City employee was involved in an motor vehicle accident with another motorist, causing bodily injury and property damage. Under the City Attorney's authority, the City has settled the bodily injury claims, totaling \$33,000. The other party's vehicle was deemed a total loss. Through his insurance company, the claimant is seeking reimbursement for the property damage, in the amount of \$27,991.72. Based on the exposure to the City, it is recommended that the Council approved the proposed settlement.

RECOMMENDATION: It is recommended that Council approves the settlement so that it may finalized and payment issued.

FISCAL/BUDGETARY IMPACT: The cost of the settlement is \$27,991.72 and funded through the City's self-insurance fund.

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution No. R2016-93 |
| <input type="checkbox"/> Settlement Agreement |
| <input type="checkbox"/> Bodily Injury Claim - General Releases |
| <input type="checkbox"/> Demand Letter |

RESOLUTION NO. R2016-93

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF PROPERTY 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.

WHEREAS, Claimant Moises Tussie filed a claim against the City for damages in the amount of \$27,991.72 for property damage sustained in a vehicle accident on September 17, 2014 when he collided with a City vehicle; and

WHEREAS, Mr. Tussie's vehicle, 2015 BMW X3, was damaged and classified as a total loss: and

WHEREAS, his insurer Progressive American Insurance Company ("PROGRESSIVE") has filed a subrogation claim against the City in the amount of USD \$27,991.72; and

WHEREAS, the bodily injury settlements attached to this incident, including \$5,000.00 to Karen Tussie, \$5,000.00 to Orly Tussie and \$23,000.00 to Jacobo Tussie, totaled \$33,000.00; and

WHEREAS, the total settlement amount resulting from the September 17, 2014 accident is \$60,991.72, exceeding the \$50,000.00 settlement authority of the City Manager, and thereby requiring approval and ratification by the City Council; and

WHEREAS, Moises Tussie, PROGRESSIVE, and the City desire to amicably and voluntarily settle and release all disputes and claims made, or which could be made in connection with the incident, including claims for personal injuries, without requiring the City to admit or acknowledge any wrongdoing, by payment from the City in the total amount of US \$27,991.72 to Mr. Tussie and PROGRESSIVE jointly.

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

Section 1. The foregoing recitals are true and correct, and are fully incorporated by reference into this resolution as findings.

RESOLUTION NO. R2016-93

Section 2. Approval of Settlement Agreement. The Mayor and City Council of the City of North Miami Beach, Florida, hereby approve and ratify the Settlement Agreement and Release of all Claims by and between Claimants Moises Tussie and PROGRESSIVE, and the City, in the form attached hereto as Exhibit "A."

Section 3. Authority of the City Manager. The Mayor and City Council of the City of North Miami Beach, Florida hereby authorize the City Manager to execute and deliver the Settlement Agreement and Release of All Claims and take any and all necessary action to implement the settlement agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **1st day of November, 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 Council



RELEASE OF PROPERTY DAMAGE
Claim 005995 000001 AD 01 (sw)
Progressive Claim 14-3845106

KNOW ALL MEN BY THESE PRESENTS that Progressive American Insurance CO aso Moises Tussie for the sole consideration of Twenty Seven Thousand Nine Hundred Ninety One DOLLARS AND 72/100 (\$27,991.72), does hereby release and discharge, The City of North Miami Beach ,George Robinsonand Gallagher Bassett Services Inc., from further liability in regard to property damages sustained as a result of or from the accident, casualty, or event which occurred on or about the 17th day of September 2014 at or near NE 163rd Street & NE 15th Avenue, Unincorporated Miami. This release is for property damage and would not pertain to or have any bearing on bodily or personal injuries to the undersigned that were sustained as a result of this accident. It is understood and agreed that this release is not to be construed as an admission of liability on the part of The City of North Miami Beach ,George Robinson and Gallagher Bassett Services Inc.

FRAUD WARNING:"Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this x 2 day of September, 2014

CAUTION, READ BEFORE SIGNING BELOW


 Representative Signature

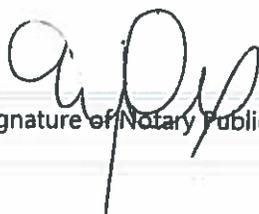
Jason SABAT Subro
 Printed Name & Title

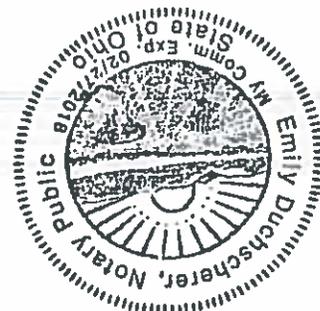
Witness By Chris Woolfolk

Print Name CHRIS WOOLFOLK

STATE OF OHIO
 COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 2 day of September 2014 by Jason Sabat (name of person acknowledging), who is personally known to me or who has produced ID Bad LI (type of identification) as identification and who did (did not) take an oath.


 Signature of Notary Public



GENERAL RELEASE

THIS INDENTURE WITNESSETH that in consideration of the sum of **TWENTY THREE THOUSAND DOLLARS (\$23,000.00)**, **JACOBO M. TUSSIE**, (hereinafter "RELEASOR") does hereby release and forever discharge the **CITY OF NORTH MIAMI BEACH AND ROBINSON GEORGE** and any other person, firm or corporation vicariously charged or chargeable with responsibility or liability, their agents, employees, successors, insurers, heirs, representatives and assigns (collectively "RELEASEES), from any and all claims, specifically including all claims to both person and property, expenses, actions, and causes of action arising from any act or occurrence up to the present time, and particularly on account of all expenses, losses suffered or damages of any kind, known or unknown, suspected or unsuspected, fixed or contingent, in whatever name or nature (whether compensatory, special and/or nature in tort, in contract or legislation) in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claims which the undersigned now has, owns or holds, or claims to have, own or hold, sustained as the result of an incident that occurred on or about September 17, 2014 at or around NE 163rd Street and 15th Avenue, North Miami Beach, Florida which was the subject matter of this claim.

RELEASOR hereby remises, releases, acquits, satisfies, and forever discharges the **CITY OF NORTH MIAMI BEACH**, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, causes of action, in law or in equity, which said party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

This Release specifically covers, but is not limited to, **ANY AND ALL CLAIMS FOR PROPERTY, PERSONAL INJURY, CONTRACT/QUASI-CONTRACT OR FINANCIAL DAMAGES** including but not limited to claims for personal injuries, property damage, lost wages, hospitals, doctors, nurses, medical expenses, costs, attorney's fees, and any other damages and law or in equity as a result of or in any way related to the incident and matter set forth in the claim referred to above, which would be deemed forever satisfied, discharged and released.

RELEASOR represents to the **RELEASEE** that he alone is entitled to the settlement funds and that there are no liens or claims made to these funds by any other party, including any claims made by any health insurance carrier, workmen's compensation benefits, medical payments benefits, medical liens, and hospital liens, in and as further consideration, the Claimant, **JACOBO M. TUSSIE**, for and in consideration of the above referenced sum, received from the **CITY OF NORTH MIAMI BEACH**, receipt and adequacy of which is hereby acknowledged, the undersigned does hereby agree to assume full responsibility for any liens or monies which may be due, have accrued or may accrue as a result of that certain car accident that occurred on or about September 17, 2014.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the RELEASEES, by whom liability is expressly denied. The undersigned understands that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages or losses that the undersigned has heretofore asserted or that they or their heirs, successors or assigns might hereafter assert because of said incident.

It is further understood and agreed that no promise or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned hereby agree, as a further consideration and inducement for this compromise settlement, that such settlement shall apply to all unknown and unanticipated damages or losses resulting from the said incident, casualty or event, as well as to damages or losses now known or disclosed, and that such liability as the undersigned may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the incident to each person or organization released and discharged of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged or settled by this Release.

The undersigned further declare that I am over eighteen (18) years of age, that I have carefully read this Release in its entirety or been advised by a complete translation of this Release and know and understand the contents thereof, that I have had the benefit of the advice of independent counsel of our my choosing, and that I have signed this Release as my own free act.

FURTHER, the RELEASOR hereby agrees to indemnify, save, defend, assume full responsibility for, and hold harmless the RELEASEES from and of any and all claims, subrogated interests of, or liens or monies due to any other parties (including but not limited to hospital and physician's liens or expenses, insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation Liens, Medicare and Medicaid Liens, attorney's fees and costs) or any other liens or claims that have accrued or may accrue as a result of the incident that occurred on or about September 17, 2014.

BY: 
JACOBO MIZRAHI TUSSIE

Date: 10/23/15


MOISES TUSSIE
as parent and legal guardian of Jacobo M. Tussie

Date: 10-27-15


SARA MIZRAHI
as parent and legal guardian of Jacobo M. Tussie

Date: 10-27-15

GENERAL RELEASE

THIS INDENTURE WITNESSETH that in consideration of the sum of **FIVE THOUSAND DOLLARS (\$5,000.00) TO MOISES TUSSIE AND TO SARA MIZRAHI**, as the parent and legal guardian of **ORLY TUSSIE** (hereinafter "RELEASOR") do hereby releases and forever discharges the **CITY OF NORTH MIAMI BEACH AND ROBINSON D. GEORGE** and any other person, firm or corporation vicariously charged or chargeable with responsibility or liability, their agents, employees, successors, insurers, heirs, representatives and assigns (collectively "RELEASEES"), from any and all claims, specifically including all claims to both person and property, expenses, actions, and causes of action arising from any act or occurrence up to the present time, and particularly on account of all expenses, losses suffered or damages of any kind, known or unknown, suspected or unsuspected, fixed or contingent, in whatever name or nature (whether compensatory, special and/or nature in tort, in contract or legislation) in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claims which the undersigned now has, owns or holds, or claims to have, own or hold, sustained as the result of an incident that occurred on or about September 17, 2014 at or around NE 163rd Street and 15th Avenue, North Miami Beach, Florida which was the subject matter of this claim.

RELEASORS hereby remises, releases, acquits, satisfies, and forever discharges the **CITY OF NORTH MIAMI BEACH**, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, causes of action, in law or in equity, which said party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

This Release specifically covers, but is not limited to, **ANY AND ALL CLAIMS FOR PROPERTY, PERSONAL INJURY, CONTRACT/QUASI-CONTRACT OR FINANCIAL DAMAGES** including but not limited to claims for personal injuries, property damage, lost wages, hospitals, doctors, nurses, medical expenses, costs, attorney's fees, and any other damages and law or in equity as a result of or in any way related to the incident and matter set forth in the claim referred to above, which would be deemed forever satisfied, discharged and released.

RELEASORS represent to the **RELEASEE** that **MOISES TUSSIE AND SARA MIZRAHI** alone are entitled to legally resolve this claim on behalf of their child Karen as his/her legal guardian and that there are no liens or claims made to these funds by any other party, including any claims made by any health insurance carrier, workmen's compensation benefits, medical payments benefits, medical liens, and hospital liens, in and as further consideration, the Claimant, **ORLY TUSSIE**, for and in consideration of the above referenced sum, received from the **CITY OF NORTH MIAMI BEACH**, receipt and adequacy of which is hereby acknowledged, the undersigned does hereby agree to assume full responsibility for any liens or monies which may be due, have accrued or may accrue as a result of that certain car accident that occurred on or about September 17, 2014.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the RELEASEES, by whom liability is expressly denied. The undersigned understands that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages or losses that the undersigned has heretofore asserted or that they or their heirs, successors or assigns might hereafter assert because of said incident.

It is further understood and agreed that no promise or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

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The undersigned further declare that we are over eighteen (18) years of age, that we have carefully read this Release in its entirety or been advised by a complete translation of this Release and know and understand the contents thereof, that I have had the benefit of the advice of independent counsel of our my choosing, and that I have signed this Release as my own free act.

FURTHER, the RELEASORS hereby agrees to indemnify, save, defend, assume full responsibility for, and hold harmless the RELEASEES from and of any and all claims, subrogated interests of, or liens or monies due to any other parties (including but not limited to hospital and physician's liens or expenses, insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation Liens, Medicare and Medicaid Liens, attorney's fees and costs) or any other liens or claims that have accrued or may accrue as a result of the incident that occurred on or about September 17, 2014.

BY: 
MOISES TUSSIE
as parent and legal guardian for Orly Tussie, a minor

Date: 10-27-15


SARA MIZRAHI
as parent and legal guardian for Orly Tussie, a minor

Date: 10-27-15

GENERAL RELEASE

THIS INDENTURE WITNESSETH that in consideration of the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)**, **MOISES TUSSIE AND TO SARA MIZRAHI**, as the parent and legal guardian of **KAREN TUSSIE** (hereinafter "RELEASOR") do hereby releases and forever discharges the **CITY OF NORTH MIAMI BEACH AND ROBINSON D. GEORGE** and any other person, firm or corporation vicariously charged or chargeable with responsibility or liability, their agents, employees, successors, insurers, heirs, representatives and assigns (collectively "RELEASEES"), from any and all claims, specifically including all claims to both person and property, expenses, actions, and causes of action arising from any act or occurrence up to the present time, and particularly on account of all expenses, losses suffered or damages of any kind, known or unknown, suspected or unsuspected, fixed or contingent, in whatever name or nature (whether compensatory, special and/or nature in tort, in contract or legislation) in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claims which the undersigned now has, owns or holds, or claims to have, own or hold, sustained as the result of an incident that occurred on or about September 17, 2014 at or around NE 163rd Street and 15th Avenue, North Miami Beach, Florida which was the subject matter of this claim.

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RELEASORS represent to the **RELEASEE** that **MOISES TUSSIE AND SARA MIZRAHI** alone are entitled to legally resolve this claim on behalf of their child Karen as his/her legal guardian, and that there are no liens or claims made to these funds by any other party, including any claims made by any health insurance carrier, workmen's compensation benefits, medical payments benefits, medical liens, and hospital liens, in and as further consideration, the Claimant, **KAREN TUSSIE**, for and in consideration of the above referenced sum, received from the **CITY OF NORTH MIAMI BEACH**, receipt and adequacy of which is hereby acknowledged, the undersigned does hereby agree to assume full responsibility for any liens or monies which may be due, have accrued or may accrue as a result of that certain car accident that occurred on or about September 17, 2014.

Karen Tussie.
Claim No. 2014A103

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the RELEASEES, by whom liability is expressly denied. The undersigned understands that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages or losses that the undersigned has heretofore asserted or that they or their heirs, successors or assigns might hereafter assert because of said incident.

It is further understood and agreed that no promise or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned hereby agree, as a further consideration and inducement for this compromise settlement, that such settlement shall apply to all unknown and unanticipated damages or losses resulting from the said incident, casualty or event, as well as to damages or losses now known or disclosed, and that such liability as the undersigned may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the incident to each person or organization released and discharged of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged or settled by this Release.

The undersigned further declare that we are over eighteen (18) years of age, that we have carefully read this Release in its entirety or been advised by a complete translation of this Release and know and understand the contents thereof, that I have had the benefit of the advice of independent counsel of our my choosing, and that I have signed this Release as my own free act.

FURTHER, the RELEASORS hereby agrees to indemnify, save, defend, assume full responsibility for, and hold harmless the RELEASEES from and of any and all claims, subrogated interests of, or liens or monies due to any other parties (including but not limited to hospital and physician's liens or expenses, insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation Liens, Medicare and Medicaid Liens, attorney's fees and costs) or any other liens or claims that have accrued or may accrue as a result of the incident that occurred on or about September 17, 2014.

BY: 
MOISES TUSSIE
as parent and legal guardian for Karen Tussie, a minor

Date: 10-27-15


SARA MIZRAHI
as parent and legal guardian for Karen Tussie, a minor

Date: 10-27-15

PROGRESSIVE*

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-8947

1/9/2015 10:55:00 AM

Certified Mail 91 7199 9991 7035 1289 5774 Return Receipt Requested

CITY OF NORTH MIAMI BEACH
HUMAN RESOURCES
17011 N E 19TH AVE
NORTH MIAMI BEACH FL 33162

Your Client: GEORGE, ROBINSON
Your Claim Number:005995-000001AD01
Our Insured:TUSSIE, MOISES
Our Claim Number:14-9845106
Amount Subject to Reimbursement:27,991.72
Amount of Insured's Deductible: 1,000.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 163RD AVE in N MIAMI

Date and Time of Loss:09-17-14 at 4:30pm

Description of Loss: Our named insured's 2015 BMW X3 was travelling West Bound on 163rd Ave at the intersection of 15th Ave. A City of North Miami Beach 1999 Chevrolet Suburban, license plate #CITY131616, was traveling Eastbound on 163rd St at the intersection of 15th Ave. As our insured's vehicle approached the intersection, the 1999 Chevrolet Suburban made a left turn and struck our insured's vehicle. The driver, Robinson George is the proximate cause of the accident for failure to yield right of way.

Please make your draft payable to Progressive American Insurance Co as subrogee of "TUSSIE, MOISES" in the amount stated above and mail it to the attention of the undersigned at your earliest convenience. All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

Jason E Saba
Subrogation Representative
Progressive American Insurance Co
Tel. 440-910-5567
Fax. 888-781-6947
Email: Jason_E_Saba@progressive.com



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: Candido Sosa-Cruz, Deputy City Manager
Richard Lorber, Director of Community Development
Lazaro Remond, Building and Code Compliance Manager

DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

The Code Compliance Division received a request from property representative Sofia M. Salazar, Esq., to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 1881 NE 157th Terrace, North Miami Beach, FL.

Property located at 1881 NE 157th Terrace, has running fines and liens for code violations consisting of illegal construction and expired permits. The running fines date from 2006, the total amount of fines to date is \$254,950.00 and recorded liens are \$416,450.00 for a total amount of fines and liens of \$671,400.00. As of the date of this letter, all code violations are in compliance.

The subject property is a two (2) bedroom and one (1) bathroom 1,443 Sq. Ft. house built in 1952 and has an assessed value of \$91,408.00 according to Miami-Dade County Office of the Property Appraiser Summary Report for 2016. Mrs. Salazar has offered the City \$10,000.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases. The settlement amount of \$10,000.00 is 10.94% of the assessed value and is consistent with previous mitigations approved by the Mayor and Council.

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$10,000.00 to settle and satisfy the fines and liens and execute lien releases. The following

criteria was used to determine our recommendation:

1. Non-responsibility for violation:
 - The violations in this case date back to before the current property owner. The property was owned by the previous owner until 2014.
1. The amount of money expended by the new property owner to rehabilitate/renovate the property:
 - The owner in this case spent \$44,995.00 to bring the property into full compliance.
 - The disproportionate ratio between the property's value and the assessed fines:
 - The property's assessed value is \$91,408.00 and the total fines and liens add up to \$671,400.00.

RECOMMENDATION:

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$10,000.00 to settle and satisfy the fines and liens and execute lien releases.

**FISCAL/BUDGETARY
IMPACT:**

According to Miami-Dade County Office of the Property Appraiser Summary Report for 2016. Property representative with power of attorney has offered the City \$10,000.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases. The settlement amount of \$10,000.00 is 10.94% of the assessed value and is consistent with previous mitigations approved by the Mayor and Council.

ATTACHMENTS:

- | |
|--|
| Cover Memo |
| Property Information and Code Violations - Fines & Liens |
| Receipts of Renovation Costs |
| Resolution R2016-94 |



City of North Miami Beach, Florida

Code Compliance Division

Interoffice Memorandum

TO: Ana M. Garcia, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Jose Smith, City Attorney

FROM: Lazaro Remond, Code Compliance and Building Manager

DATE: November 1st, 2016

SUBJECT: **Liens & Fines Mitigation for Property 1881 NE 157th Terrace**

The Code Compliance Division received a request from property representative Sofia M. Salazar, Esq., to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 1881 NE 157th Terrace, North Miami Beach, FL.

Property located at 1881 NE 157th Terrace, has running fines and liens for code violations consisting of illegal construction and expired permits. The running fines date from 2006, the total amount of fines to date is \$254,950.00 and recorded liens are \$416,450.00 for a total amount of fines and liens of \$671,400.00. As of the date of this letter, all code violations are in compliance.

The subject property is a two (2) bedroom and one (1) bathroom 1,443 Sq. Ft. house built in 1952 and has an assessed value of \$91,408.00 according to Miami-Dade County Office of the Property Appraiser Summary Report for 2016. Mrs. Salazar has offered the City \$10,000.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases. The settlement amount of \$10,000.00 is 10.94% of the assessed value and is consistent with previous mitigations approved by the Mayor and Council.

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$10,000.00 to settle and satisfy the fines and liens and execute lien releases. The following criteria was used to determine our recommendation:

1. Non-responsibility for violation:
 - The violations in this case date back to before the current property owner. The property was owned by the previous owner until 2014.
2. The amount of money expended by the new property owner to rehabilitate/renovate the property:
 - The owner in this case spent \$44,995.00 to bring the property into full compliance.

- The disproportionate ratio between the property's value and the assessed fines:
 - The property's assessed value is \$91,408.00 and the total fines and liens add up to \$671,400.00.

The purpose of Code Compliance is not to gain revenues from enforcing fines and liens but to achieve compliance and revitalizing our community. This recommendation falls in line with our Strategic Plan of being a financially sound City and engaging our residents throughout the Code Compliance process while ensuring a more beautiful, safe and livable City.

Thank you.

Attachments: Miami Dade Property Appraisal
Individual Complaints
Total Fines and Liens
Request for Mitigation
Receipts for repairs





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 9/2/2016

Property Information	
Folio:	07-2216-017-0450
Property Address:	1681 NE 157 TER North Miami Beach, FL 33162-5773
Owner	THE BANK OF NEW YORK MELLON C/O SPECIALIZED LOAN SERVICING
Mailing Address	8742 LUCENT BLVD #300 HIGHLANDS RANCH, CO 80129 USA
Primary Zone	0500 SGL FAMILY - 1201-1400 SQ
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	2 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,443 Sq Ft
Living Area	812 Sq Ft
Adjusted Area	1,158 Sq Ft
Lot Size	6,300 Sq Ft
Year Built	1982



Assessment Information			
Year	2016	2015	2014
Land Value	\$73,748	\$25,430	\$14,305
Building Value	\$57,669	\$57,669	\$56,279
XF Value	\$0	\$0	\$0
Market Value	\$131,417	\$83,099	\$70,584
Assessed Value	\$91,408	\$83,099	\$70,584

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction	\$40,009		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
16 52 42
FULFORD HOMES PB 55-55
LOT 18 BLK 2
LOT SIZE 60 000 X 105
OR 18469-0982 02 1999 1

Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,408	\$83,099	\$70,584
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$131,417	\$83,099	\$70,584
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,408	\$83,099	\$70,584
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,408	\$83,099	\$70,584

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/2014	\$107,300	29233-4481	Financial inst or "In Lieu of Foreclosure" stated
07/01/2004	\$151,000	22687-1615	Sales which are qualified
02/01/1999	\$69,500	18469-0982	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclosure.asp>

Version:

FOLIO: 07-2216-017-0450

PROPERTY ADDRESS: 1881 NE 157 TER
PROPERTY OWNER : THE BANK OF NEW YORK MELLON

COMPLAINT#	VIOLATION	FINE DATE	LIEN DATE	FINE AMT	POTENTIAL LIEN AMT	RECORDED LIEN AMT
060222-20	ILLEGAL CON	03/13/2012	04/26/2013	402,400.00	.00	402,400.00
	Case 066303	06/29/2012		21,600.00	21,600.00	.00
		09/28/2012		18,200.00	18,200.00	.00
		12/31/2012		18,800.00	18,800.00	.00
		04/01/2013		18,000.00	18,000.00	.00
		06/28/2013		17,800.00	17,800.00	.00
		09/30/2013		18,800.00	18,800.00	.00
		12/31/2013		18,400.00	18,400.00	.00
		03/31/2014		18,000.00	18,000.00	.00
		06/30/2014		18,200.00	18,200.00	.00
		09/30/2014		18,400.00	18,400.00	.00
		12/30/2014		18,200.00	18,200.00	.00
		03/31/2015		18,200.00	18,200.00	.00
		06/30/2015		18,200.00	18,200.00	.00
		09/09/2015		12,200.00	12,200.00	.00
		TOTALS		655,400.00	253,000.00	402,400.00
150521-17	MISC COMPLA	07/18/2016	08/29/2016	14,050.00	.00	14,050.00
	Case 158078	08/30/2016		1,950.00	.00	.00
		TOTALS		16,000.00	.00	14,050.00
		GRAND TOTALS		671,400.00	253,000.00	416,450.00

Owner: THE BANK OF NEW YORK MELLON Case Number: 066303
 C/O SPECIALIZED LOAN SERVICING Violation Type: ~~ILLEGAL CONSTRUCTION~~
 8742 LUCENT BOULEVARD (#300) Complaint Date: 02/22/2006
 HIGHLANDS RANCH CO 80129 Comply Date: 08/31/2015
 Complaint Number: 060222-20
 Occupant: Source: CEO
 Location: 1881 NE 157 TER Folio: 07-2216-017-0450

Comments: (FORECLOSURE ACTIVITY)
 FBC 104.5 & 101.1 WORK WITHOUT A PERMIT (REAR ADDITION).
 PULL PERMITS, PAY ALL APPLICABLE FEES & PASS FINAL
 INSPECTIONS. NO PERMIT HAS BEEN PULLED AS OF 3/06/2012**SP*
 NOV 03-21-06. NOV 04/08/06 BK. NOH 04-21-06
 NORH 03-08-12 UNC UNABLE TO FORWARD 12-08-11 RV
 AS OF 08/31/15, INSPECTOR VERIFIED (UNDER COMPL5-384) THAT
 THE REAR STRUCTURE WAS REMOVED. <ABL>

Inspection Comments:
 REQUEST MADE TO OVERRIDE INSPECTIONS 1 & 2 & 3

INSPECTIONS

Date	Officer	Inspection Description	Result
02/22/06	SP	1ST VISIT -CONSTRUCTION PERMIT	FAILED - NO NOTICE
02/22/06	SP	2ND INSP - CONSTRUCTION PERMIT	FAILED - NO NOTICE
02/22/06	SP	3RD INSP - CONSTRUCTION PERMIT	FAILED TO COMPLY
11/18/11	SP (PA)	1ST POST BOARD INSPECTION	FAILED TO COMPLY
02/11/13	SP (BS)	1ST POST RATIFICATION INSP	FAILED TO COMPLY
02/23/15	SP (RRA)	CONTINUE POST RATIFICATON INSP	FAILED TO COMPLY
08/31/15	SP (RRA)	CONTINUE POST RATIFICATON INSP	COMPLIED

BOARD ACTIONS

Type	Date	Adjudication
GEB HEARING	05/11/2006	FAILED TO COMPLY
RATIF HEARING	03/08/2012	FAILED TO COMPLY

Owner: THE BANK OF NEW YORK MELLON Case Number: 158078
 C/O SPECIALIZED LOAN SERVICING Violation Type: MISC COMPLAINTS
 8742 LUCENT BOULEVARD (#300) Complaint Date: 05/21/2015
 HIGHLANDS RANCH CO 80129 Comply Date: 08/27/2016
 Complaint Number: 150521-17
 Occupant: Source: CEO
 Location: 1881 NE 157 TER Folio: 07-2216-017-0450

Comments: AS PER BV15-251C
 AS PER SECTION 105.4.1.1 2010 FBC
 EXPIRED PERMIT:
 PL99-1538 - DRAINFIELD 200 SQ
 THIS VIOLATION IS NOT CLOSED UNTIL PERMIT APPLICATIONS ARE
 OBTAINED WITHIN 30 DAYS, THE NECESSARY PERMITS ARE ISSUED
 WITHIN 180 DAYS AND RECEIVE AND PASS A FINAL INSPECTION.
 MAG NORH 7/14/16 DELIVERED 6/27/16 MA.
 AS OF 08/18/16, PERMIT APPLICATION (PM16-548) WAS FILED,
 APPROVED & ISSUED FOR THE REPLACEMENT OF
 DRAINFIELD & SEPTIC TANK, WHICH MADE THE OLD
 PERMIT (PL99-1538) 'NULL & VOIDED.' <ABL>
 AS OF 08/26/16, PERMIT (PM16-548) RECEIVED A FINAL
 INSPECTION. <ABL>

Inspection Comments:
 REQUEST MADE TO OVERRIDE INSPECTIONS 1 & 2 & 3

INSPECTIONS

Date	Officer	Inspection Description	Result
05/21/15	RRA	1ST INSP - MISCELLANEOUS	FAILED - NO NOTICE
05/21/15	RRA	2ND INSP - MISCELLANEOUS	FAILED - NO NOTICE
05/21/15	RRA	3RD INSP - MISCELLANEOUS	FAILED TO COMPLY
04/07/16	RRA(MI)	1ST POST MAGISTRATE INSPECTION	FAILED TO COMPLY
08/15/16	RRA(MI)	1ST POST RATIFICATION INSP	FAILED TO COMPLY
08/27/16	RRA(RV)	CONTINUE POST RATIFICATION INSP	COMPLIED

BOARD ACTIONS

Type	Date	Adjudication
SP MAGISTRATE	09/10/2015	FAILED TO COMPLY
RATIF HEARING	07/14/2016	FAILED TO COMPLY



CITY OF NORTH MIAMI BEACH
CODE COMPLIANCE DIVISION

REQUEST FOR MITIGATION HEARING

September 1, 2016
Rec Sept 2, 2016

I, Sofia M. Salazar, Esq., attorney for the property owner mortgage holder, or buyer with a contract, am requesting a mitigation hearing at the next available Code Enforcement Board, Special Magistrate, or City Council Meeting to discuss and mitigate all fines and or liens for the following case numbers;

bu4303, 158078

for the property located at 1881 NE 157 Terrace

in the City of North Miami Beach, Folio # 07-2214-017-0450

Reason for request; my client is the lender who foreclosed on the prior owner, the one responsible for these violations. Although my client inherited the

Sign

Sofia Salazar

Print Name

Sofia M. Salazar

Address

7901 Ludlam Rd. #100

Miami, FL 33143

E-mail

SSalazar@almazanLaw.com

Phone

(305) 665-4481

client inherited the violations, it spent almost \$45,000 bringing the property into compliance.

* This request should be Notarized.

* Evidence of financial interest is required and should include one or more of the following, Miami-Dade Tax Collector data, Deed, Mortgage, or signed contract to purchase.



Rincon Real Estate Group, Inc.
 3005 S. El Camino Real
 San Clemente, CA 92672

INVOICE		
Invoice Date:	8/29/2016	
Invoice Number:	SAM4531A	
Project Manager:	Brad Duplantier	Email: bduplantier@rincongrp.com
PID:	972829	
Summary:	Septic Tank Replacement	
Property Details		
Property Address:	1881 NE 157th Ter., W. Miami Beach, FL 33162	
Lock Box:		
Utility Status	Notes	On/Off
Gas		N/A
Electric		N/A
Water		N/A
Description of Work:	Cost:	
Septic Tank Replacement: After initial excavation, we discovered that the septic tank is too close to the house and we will have to relocate the septic tank per code. Client has opted to leave existing and install new septic system located slightly farther away from the structure, which will make the septic system meet code requirements. Originally approved drain field will be installed and connected to new septic tank after installation.		
	\$	4,820.00
	Total Cost of Repairs:	\$ 4,820.00
	Days to Complete:	2
<i>Construction to Commence with-in 72 hours of approval</i>		
<small><i>Inclusions: Drawings, permits, fees, reports, inspections and testing. Any cost of structural repairs unless noted otherwise. This proposal represents the basic scope and conditions, actual contract for work shall follow.</i></small>		
<small><i>Terms: General conditions and overhead are included in quote and Final Payment is due 30 days after completion. Note: This proposal does not include fee should water and electricity not be present at commencement of construction.</i></small>		



Rincon Real Estate Group, Inc.

3005 S. El Camino Real

San Clemente, CA 92672

INVOICE		
Invoice Date:	8/29/2016	
Invoice Number:	SAM1829	
Project Manager:	Brad Duplantier	Email: bduplantier@rincongrp.com
PID:	972829	
Summary:	Septic Code Violation	
Property Details		
Property Address:	1881 NE 157th Ter., N. Miami Beach, FL 33162	
Lock Box:	N/A	
Utility Status	Notes	On/Off
Gas		
Electric		
Water		
Description of Work:	Cost:	
Bid to Replace Drainage Field for Septic: - Remove on-site drainage field using excavation equipment, dispose of all waste properly - Install new engineered drain field for septic system, tie into existinseptic tank - Back drag site for aesthetics **Bid is to address Violation Case #158078	\$ 8,750.00	
Total Cost of Repairs:		\$ 8,750.00
Days to Complete:		12
<i>Construction to Commence with-in 72 hours of approval</i>		
<i>Exclusions: Drawings, permits, fees, reports, inspections and testing. Any and all structural repairs unless noted otherwise. This proposal represents the basic terms and conditions, actual contract for work shall follow.</i>		
<i>Terms: General conditions and overhead are included in quote and Final Payment is due 30 days after completion. Note: This proposal does not include fee should water and electricity not be present at commencement of construction.</i>		



Invoice

101 West Louis Henna Boulevard Suite 400
Austin, TX 78728
(512) 467-1537
Fax (512) 467-1639
EIN 45-3250626

Client		Invoice Details	
Client:	Specialized Asset Management	Invoice Date:	2/4/2015
Contact Name:	Samantha Gramsas	Invoice Number:	07999739
Address:	8742 Lucent Blvd, Suite 300 Highlands Ranch, CO 80129-2386	Payment Terms:	Net 30 Days
Property Account Manager:		Loan #:	1005485003
Home Owner:		Case Number:	SAM1005485003
Street:	1881 Ne 157th Ter North Miami Beach, FL 33162-0000	ResNet PID:	972829
		Work Order#:	21306047
		Property ID:	1365431

Service	Unit Price	Quantity	Total
Flat Fee - (Completed on 1/20/2015)	\$1,800.00		\$1,800.00
		Subtotal :	\$1,800.00
		Total :	\$1,800.00

To view photos for this work order, [Click Here](#)

Rincon Real Estate Group, Inc. 1520 N. El Camino Real Unit 5 San Clemente, CA. 92672	INVOICE #RREG 2613A
	INVOICE DATE: MAY 7, 2015

TO: Specialized Asset Management, LLC 8742 Lucent Boulevard, Suite 575 Highlands Ranch, Colorado 80129	FOR: 1881 NE 157 th Ter, North Miami Beach FL 33162
--	--

Fence: Repair chain link fence including installing two new posts and add hardware.	\$485
Total Cost for Repair Work:	\$485

Make all checks payable to Rincon Real Estate Group, Inc.

Thank you for your business!

Rincon Real Estate Group, Inc. 3005 S. El Camino East San Clemente, CA. 92672	INVOICE #SAM1557-A
	INVOICE DATE: NOVEMBER 16, 2015

TO: Specialized Asset Management, LLC 8742 Lucent Boulevard, Suite 575E Highlands Ranch, Colorado 801298	FOR: 1091 NE 157th Ter, North Miami Beach, FL 33162
--	---

Roof Tarps: Install tarp over the entire roof securing with wood strips. *Temporary repair - does not guarantee stopping all further water intrusion.	\$1,640.00
Mold Remediation: Clean up interior debris fallen from ceiling. Cut out remaining moldy drywall and treat all surrounding areas with biocides. Once completed, all mold affected material will be placed in bags and disposed of properly. *Price does not include build back.	\$1,190.00
PPE (personal protection equipment): All appropriate masks, remediation suits, filters, gloves, disposal bags, flooring protection (exterior and interior), tape, fire retardant visqueen, egress and ingress chamber set-up, for the life of the project.	Included
Landscape: Trim back all overgrown trees away from the roof in order to install tarp and prevent further damage. Includes heavily overgrown pacaya tree at rear west, large overgrown oak tree at rear east, 2 medium oak trees at front touching roof.	\$2,900.00
Electric: Cap off exposed electrical lines from stolen exterior A/C unit.	\$125.00
Board Up: Board up broken window at rear bedroom.	\$150.00
Trash Out: Remove and haul the following items from property: -discarded Jacuzzi tub at rear of property -large pile of concrete debris directly in back of house -broken basketball hoop and post at front. Includes proper disposal of all debris.	\$1,485.00

Total \$7,490.00

Rincon Real Estate Group, Inc. 3005 S. El Camino Real San Clemente, CA. 92672	INVOICE #SAM0227-A
	<small>INVOICE DATE: SEPTEMBER 11, 2015</small>

TO: Specialized Asset Management, LLC 8742 Lucent Boulevard, Suite 575 Highlands Ranch, Colorado 80129	FOR: 1881 NE 157th Ter, North Miami Beach, FL 33162
--	---

<p>Code Violation Repairs:</p> <p>Bid is to demolish the unpermitted garage conversion, remove bathroom and kitchen at garage, open doorway between garage and home and install new door to code. Delete and cap any plumbing or electric. Demolish covered overhang/patio area and demolish laundry hookups. Relocate water heater and laundry hookups to garage.</p> <p>***Includes plans, permits and processing through building dept, includes haul away. ***Includes meeting with inspectors.</p> <p>Property is in need of extensive repairs and there is a roof leak as well (not included in bid price). Pricing based on violation dated 3/31/2015. If approved, the city could require additional items to be completed at the residence. If the city does require additional items to be completed, a change order will be submitted.</p>	\$21,650
---	-----------------

Total \$21,650.00

<p>Make all checks payable to Rincon Real Estate Group, Inc.</p>
<p>Thank you for your business!</p>

RESOLUTION NO. R2016-94

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 157th TERRACE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$10,000.00 AND PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, a request to mitigate, satisfy and settle, outstanding code violation fines and liens recorded against the property located at 1881 NE 157th Terrace, North Miami Beach, Florida (“the property”), was made by Sofia Salazar, Esquire, attorney for the property owner, to the City of North Miami Beach (the “City”); and

WHEREAS, the amount of said liens against the property is \$416,450.00 and the accrued fines is approximately \$254,950.00 totaling \$671,400.00, arising from code violation case numbers 066303 and 158078; and

WHEREAS, the owner has offered the City \$10,000.00 to settle and satisfy the fines and liens against the property, having an assessed value of \$91,408.00; and

WHEREAS, the City of North Miami Beach believes it in the best interests of the residents and citizens of the City of North Miami Beach to accept \$10,000.00 to settle and satisfy the fines and liens and execute lien releases.

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

Section 1. The foregoing recitals are true and correct, and are incorporated fully herein.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida hereby accept \$10,000.00 to settle and satisfy the code enforcement fines and liens, payable in full within thirty (30) days, and upon receipt of the \$10,000.00, to cause releases of liens to be executed and recorded, and deem all fines, charges, fees and penalties relating to the code violations to be fully satisfied, settled, and discharged against the property.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager, or her designee, to execute lien releases in accordance with the above terms and conditions.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **1st day of November, 2017.**

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 Council



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

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

VIA: Bob Sugarman, Esq.

DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

Ordinance 2016-11 amends two definitions in the Police Officers and Firefighters Retirement Plan to conform to changes made in Ordinance 2016-4, which was adopted earlier this year.

The definition of “DROP Participant” is revised to delete a reference to the eight year maximum DROP period. Ordinance 2016-4 revised the DROP provision in section 6.01A(f) to provide a five year maximum DROP period for police officers with less than 10 years of service on January 31, 2016 and police officers hired after that date. As revised, the definition adopts the “maximum DROP period specified in section 6.01A(f).”

The definition of “Normal Retirement Date” is also revised to delete the age 52 or completion of 20 years of service provision that was in effect prior to the adoption of Ordinance 2016-4. Ordinance 2016-4 revised the normal retirement date in section 6.01(b) to provide a normal retirement date of age 55 with 10 years of service or 25 years of service regardless of age for police officers with less than 10 years of service on January 31, 2016 and police officers hired after that date. As revised, the definition adopts the “applicable date set forth in section 6.01(b).”

In my judgment the revised definitions in Ordinance 2016-11 conform the definition language to the changes made in other sections of the plan by Ordinance 2016-4, and are necessary to eliminate inconsistency in the plan.

RECOMMENDATION: Approval is recommended.

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Memorandum re-Ordinance 2016-11 |
| <input type="checkbox"/> Ordinance 2016-11 |



REPLY TO: TALLAHASSEE

MEMORANDUM

TO: Mayor and City Council
City of North Miami Beach

FROM: Jim Linn

DATE: October 27, 2016

SUBJECT: Ordinance 2016-11 – Amending the Police Officers and Firefighters Retirement Plan

Ordinance 2016-11 amends two definitions in the Police Officers and Firefighters Retirement Plan to conform to changes made in Ordinance 2016-4, which was adopted earlier this year.

The definition of “DROP Participant” is revised to delete a reference to the eight year maximum DROP period. Ordinance 2016-4 revised the DROP provision in section 6.01A(f) to provide a five year maximum DROP period for police officers with less than 10 years of service on January 31, 2016 and police officers hired after that date. As revised, the definition adopts the “maximum DROP period specified in section 6.01A(f).”

The definition of “Normal Retirement Date” is also revised to delete the age 52 or completion of 20 years of service provision that was in effect prior to the adoption of Ordinance 2016-4. Ordinance 2016-4 revised the normal retirement date in section 6.01(b) to provide a normal retirement date of age 55 with 10 years of service or 25 years of service regardless of age for police officers with less than 10 years of service on January 31, 2016 and police officers hired after that date. As revised, the definition adopts the “applicable date set forth in section 6.01(b).”

In my judgment the revised definitions in Ordinance 2016-11 conform the definition language to the changes made in other sections of the plan by Ordinance 2016-4, and are necessary to eliminate inconsistency in the plan.

Please let me know if you have any questions.

JACKSONVILLE

245 Riverside Ave., Suite 150
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

TALLAHASSEE

315 South Calhoun St., Suite 830
Tallahassee, Florida 32301
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TAMPA BAY

101 Riverfront Blvd., Suite 620
Bradenton, Florida 34205
T: 941.708.4040
F: 941.708.4024

WEST PALM BEACH

515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

ORDINANCE 2016-11

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

WHEREAS, the City of North Miami Beach (“City”) has established and maintains a Retirement Plan for Police Officers of the City of North Miami Beach (“Retirement Plan”); and

WHEREAS, Ordinance 2016-4 made certain amendments to the Retirement Plan in accordance with the 2016-2018 Collective Bargaining Agreement between the City and the International Union of Police Associations, Local 6005, AFL-CIO (“IUPA”); and

WHEREAS, the following amendments to the definitions section of the Retirement Plan are necessary in order to conform the definitions with the amended plan; and

WHEREAS, the Mayor and City Council determine it is in the best interest of the City to accept the Amendment to the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach.

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

Section 1. Article II of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Definitions,” is amended as follows:

ARTICLE II

DEFINITIONS

DROP Participant means a member of the Deferred Retirement Option Program. Upon the ~~resignation~~ termination of employment of a the police officer; who has after entering the DROP; or upon the conclusion of ~~eight (8) years in the DROP program~~ the maximum DROP period specified in Section 6.01A(f), a person is no longer a DROP participant.

Normal Retirement Date for police officers means the applicable date set forth in Section 6.01(b). ~~means the first day of any month coincident with or next following the earlier of the completion of 20 years of credited service or attainment of age 52.~~

Section 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 3. All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

Section 4. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section," "Article," or other word as the codifier may deem appropriate.

Section 5. This Ordinance shall be effective upon its adoption by the City Council.

APPROVED on first reading this **1st day of November, 2016.**

APPROVED AND ADOPTED on second reading this ___ **day of _____, 2016.**

ATTEST:

CITY CLERK

MAYOR

(CITY SEAL)

**APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION**

**JOSE SMITH
CITY ATTORNEY**

Sponsored by: Mayor and Council



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

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

VIA: Joel Wasserman, CPPO, Chief Procurement Officer

DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

As part of our Strategic Plan and part of being a Financially Sound City Government, our City Manager has directed Procurement Management Division to review policies, practices and the Purchasing Code of Ordinance to recommend updates to ensure the City of North Miami Beach follows procurement best practices. Procurement Manager Division review the City's Purchasing Code, common practices from the National Institute of Government Purchase (NIGP) and surveyed our neighboring municipalities to identify areas for enhancements.

The proposed changes will provide for greater transparency and efficiencies in the procurement process, in line with our Strategic Plan, providing for a Financially Sound City Government. Enhancements include modifying the awards of bids, proposal and contracts with established thresholds for Chief Procurement Officer at below \$25,000, City Manager \$25,000 to \$50,000 and City Council over \$50,000, in line with neighboring cities. Additional changes would be to provide for greater flexibility for selecting vendors for commodities not readily available for competition such as software licenses renewals, servicing or warranty work of equipment by the authorized dealer or manufacture representative, advertising in newspaper, periodicals, television, radio, billboards or other formal adverting media and books and publication technical publications.

RECOMMENDATION: Recommend the City Council approve and adopt the proposed Purchasing Ordinance revisions to provide for greater transparency and efficiencies in the procurement process, in line

with our Strategic Plan, providing for a Financially Sound City Government.

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Ordinance No. 2016-12 |
| <input type="checkbox"/> Best Practices and Enhancements |
| <input type="checkbox"/> Best Practices and Enhancements |

ORDINANCE NO. 2016-12

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.

WHEREAS, the North Miami Beach Purchasing Ordinance has not been substantively reviewed and amended in more than ten (10) years; and

WHEREAS, upon review of the existing Purchasing Ordinance, benchmarking with other agencies in the Tri-County area and review of the National Institute of Government Purchasing best practices, several areas were identified as appropriate for changes to be in-line with procurement industry standards and procurement best practices; and

WHEREAS, the amendments to the Purchasing Ordinance clarify the Purchasing Agent's authority, provide for cooperative purchases, increase the spending threshold requiring purchase orders to \$1,000.00 from \$100.00, add electronic noticing as a notice option, increase the bid security and bond amounts for projects that exceed \$100,000.00 from the previous amount of \$25,000.00, clarify the spending authority of the City Manager to be limited to \$50,000.00 for bids, proposals, and contracts, add a provision for limited contract extensions for operational necessity with reporting to the City Council, clarify the emergency purchase procedure, subject piggyback contracts to the City Manager's spending limitation, clarify bidding exemptions and provide waiver criteria for City Council with a 5/7ths approval, and provide for additional non-substantive and stylistic changes; and

ORDINANCE NO. 2016-12

WHEREAS, the proposed amendments are consistent with the City’s Strategic Plan Guiding Principles to provide excellent municipal services by using “best practices” in City policies and procedures; and

WHEREAS, the Mayor and City Council find it to be in the best interests of the health, safety, and welfare of its residents to amend the Purchasing Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled “Purchasing” is hereby amended as follows:

CHAPTER III – PURCHASING

3-1 - GENERAL PROVISIONS.

* * *

3-1.3 Purpose.

The purpose of this chapter is to prescribe the manner in which the City shall control the purchase of materials, supplies, equipment, construction, professional, and certain contractual services of the City, and to maintain a high ethical standard of all officers and employees of the City in connection therewith.

In conjunction with and authorized by this chapter, a Policies and Procedures Manual shall be adopted, [as provided for in Section 3-4.11](#).

3-1.4 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include future, words in plural number include singular number, and words in singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Bond shall mean a three party contract in which the issuer of the bond guarantees the faithful performance of a contract and the payment of all material and labor bills incidental thereto.

City shall mean the City of North Miami Beach, Florida.

City Council shall mean the City Council of the City of North Miami Beach, Florida.

City Manager shall mean the City Manager [or designee](#) of the City of North Miami Beach, Florida.

Competitive quotations or *comparative prices* shall mean and include the submission of prices by individuals or firms competing for the privilege or right to supply merchandise or

services involving dollar amounts less than that for which competitive sealed bidding, or competitive sealed proposals is required.

Competitive sealed bid, formal bid, or request for proposals shall mean and include the process of advertising in a local newspaper, preparing specifications, mailing invitations to bid, or requests for proposals or qualifications, and publicly opening the sealed bids or proposals at a certain time and date, evaluating the bids or proposals, and awarding the bid to the lowest responsive, responsible bidder meeting specifications, or the proposal to whoever best meets the specifications and the needs of the City.

Construction shall mean the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contractual Services shall mean and include all telephone, gas, water, electric light and concessions, rental, repair or maintenance of equipment, machinery and other City-owned property, and other like services. The term contractual services shall differ from professional services, which are unique in their nature and handled differently.

Design build shall mean a construction process whereby a partnership, corporation, or other legal entity certified under Florida Statutes as a registered general or building contractor to practice engineering, or architecture, enters into a single contract for the design and construction of a public construction project.

Guaranteed Energy Savings Contract shall mean a contract for the evaluation and recommendation of energy conservation measures, including the design and installation of equipment to implement one (1) or more of such measures. The contract may cover repair or replacement of existing equipment, professional fees, and financing charges to be paid from the energy savings.

Purchasing Agent ~~or Agent~~ shall mean the Purchasing Officer, [as designated by the City Manager](#), of the City of North Miami Beach, Florida.

Person shall mean any business, individual, partnership, joint venture, other organization, or group of individuals.

Professional services and consultant shall mean and include those services performed by any architect, landscape architect, land surveyor, engineer, property appraiser, health care professional, accountant, consultant, scientist, artist, or any profession regulated by the State of Florida.

Request for quotation shall mean a request for an informal verbal or written price quotation from a supplier of materials or services.

Responsible bidder or proposer shall mean a person who, as determined by the City Manager or his designee, has the capability in all respects to perform fully the contract requirements, and who has the ~~tenacity~~, perseverance, experience, integrity, reliability, capacity, facilities, equipment, credit, and financial strength which will assure good-faith performance.

Responsive bidder or proposer shall mean a person who has submitted a bid which

conforms in all material respects to the invitation to bid or request for proposals.

Sole source shall mean ~~the only known capable supplier, occasioned by the unique nature of the requirement, the material or service, the supplier, or market conditions~~ supplies and services, such as unique, patented, or franchised supplies or services only available from one source, as determined by the Purchasing Agent after conducting a good faith review of available sources.

Specifications shall mean any description of the physical or functional characteristics, or of the nature of materials, equipment, or services. It may include a description of any requirement for inspecting, testing, preparing, or delivering. It may include requirements of the provider of such materials, equipment, or services.

Supplies shall mean and include all supplies, materials, equipment and motor vehicles.

Using Agency shall mean any department, division, official board, commission, or sponsored group or individual of the City government using supplies or procuring contractual or professional services as provided for in this chapter.

3-2 - PURCHASING AGENT.

* * *

3-2.2 Scope of Purchasing Authority.

The Purchasing Agent shall have the power and ~~it shall be his/her~~ duty:

- a. *Supplies, Services and Construction.* Consistent with this chapter, to ~~promulgate~~ enact regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Manager.
- b. *Purchase or Contract.* To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using agency which derives its support wholly or in part from the City, when authorized, in accordance with purchasing procedures as prescribed by this chapter and the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Manager.
- c. *Exceptions Prohibited.* The authority of the Purchasing Agent to negotiate or cause to be negotiated all purchases for all using agencies shall not be abridged, except as required by Charter.
- d. *Unauthorized Purchases.* Except as herein provided, purchases made without the written consent of the Purchasing Agent shall be considered illegal, and shall be referred to the City Manager for judgment as to penalty in accordance with general penalty provision set forth in the Policies and Procedures Manual. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- e. *Disqualification of Bidders.* The Purchasing Agent shall have the authority with the consent of the City Manager to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the

City for a stated period of time.

- f. *Requisitions and Estimates.* All using agencies, either by or with the authorization of the head of the department under which the using agency operates, shall file with the Purchasing Agent detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Purchasing Agent shall prescribe.
- g. *Intergovernmental Cooperation.* The City declares its intent to cooperate with the Federal Surplus Property Program, State, County and municipal cooperative purchasing programs. The City may purchase off any current contract of another government entity established by a formal competitive sealed bid or proposal process, and any other similar programs, including GSA contracts and State of Florida **SNAPS** Agreements, that will provide the City with low cost, quality equipment, materials, supplies, and services. The Purchasing Agent shall have the authority, in accordance with Section 3-3.14 to approve purchase orders for all purchases made through other government entities' competitive sealed bids which have been awarded to the lowest responsive, responsible bidder meeting specifications.
- h. *Policies and Procedures Manual.* The Purchasing Agent, ~~with the assistance, cooperation, and input of the using departments and divisions~~ in accordance with Section 3-4.11, shall prepare for approval of the City Manager a Policies and Procedures Manual, which shall include purchasing rules and regulations, and administrative procedures to provide guidance and information. ~~The Purchasing Agent shall update this Manual on an as-needed basis.~~
- i. *Preparation of Booklet.* The Purchasing Agent shall prepare a booklet entitled "How to Do Business with the City of North Miami Beach," which shall contain information pertinent to the concerns of a prospective supplier, and a supplier who has received a contract or order from the City. The Purchasing Agent shall update this booklet on an as-needed basis.
- j. *Removal of Vendors.* The City, through the Purchasing Agent, may debar and/or remove from its vendor list and/or withhold award of bid from any source of supply of materials and/or services which fails to fulfill any of its duties specified in a contract with the City, or which withdraws a bid after opening. This also applies to vendors whose principal(s) or qualifier(s) were associated with vendors which failed to fulfill any of its contractual duties. The City may reinstate any such source of supply when it is satisfied that further instances of default will not occur. This removal may be for an indefinite period of time.
- k. *Rejection of Bid; Rebid.* The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid. The City may rebid. The City may waive any minor informalities or irregularities in any bid, in its discretion.
- l. Cooperative Purchasing. The Purchasing Agent shall have the authority to join with other governmental entities in cooperative purchasing plans if it is determined to be in the best interests of the City.

3-2.3 Purchase Orders.

All purchases over one thousand (\$1,000.00) dollars made by the City shall be by a written, signed purchase order, unless procedures are adopted to purchase through other ~~recognized~~ authorized systems such as Written Contract, Procurement Card, —Electronic Data Interchange, etc.

3-3 - FORMAL CONTRACT PROCEDURES.

* * *

3-3.4 Notice Inviting Bids.

- a. Newspaper. Notice inviting bids shall be published once in at least one legal newspaper having general ~~distribution~~circulation, and at least ten (10) working days preceding the last day set for the receipt of bids or proposals.
- b. Bidders List. The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders list," which the Purchasing Agent shall maintain, by sending them a copy of such notice. In any case, invitations sent to the vendors on the bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent. Also, the Purchasing Agent shall solicit and seek responsible bidders from the local area in addition to existing bidders list. Should the list be inordinately long, the Purchasing Agent may mail notice according to a predetermined criteria, e.g. location of firm.
- c. Electronic Notice. Unless otherwise provided by State Law, the Purchasing Agent shall have the discretion to satisfy the notice requirement by providing notice for invitation to bid, request for proposals, request for letters of interest, and other solicitations by posting on the City's website and using industry specific website notifications systems, including but not limited to email distribution systems as an alternative to newspaper advertising. Electronic notices shall provide that receipt of bids, proposals, or other offers shall be received not earlier than ten (10) days from the first announcement or posting of such electronic notice.

3-3.5 Bid Deposits.

When deemed necessary by the Purchasing Agent, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety. A successful bidder shall forfeit any surety required by the Purchasing Agent upon failure ~~on his part~~ to execute a contract within ten (10) working days after mailing of the contract by the City.

3-3.6 Sealed Bids.

- a. Bids shall be submitted sealed to the Purchasing Agent and shall be identified as bids on the outside of the envelope.
- b. Bids shall be opened in public at the time and place stated in the public notices, and shall be witnessed and certified by the Purchasing Agent and City Clerk, or their designees.
- c. A tabulation of all bids received shall be made and shall be available for public

inspection, as permitted under State Law.

*

*

*

3-3.12 Bid Security and Bonds.

- a. *Bid Security.* Security may be required for any competitive sealed bid or proposal when deemed necessary by the Agent, and shall be required for all competitive sealed construction bids when the estimated cost of construction will exceed ~~twenty-five~~one hundred thousand (\$~~25~~100,000.00) dollars. Bid security shall be a bond provided by a surety company authorized to do business in Florida, ~~cash,~~ cashier's or official bank check.

Bid security shall be in the amount equal to at least five (5%) percent of the estimated cost of construction, or five (5%) percent of the bid.

Unsuccessful bidders shall be entitled to return of their bid security. A successful bidder shall be entitled to return of his/her bid security upon execution of a contract within ten (10) working days of mailing the contract and/or delivery of a performance and payment bond, if required. Successful bidders shall forfeit their bid security upon failure to execute a contract and/or provide a performance and payment bond, if required.

- b. *Performance and Payment Bonds.* Bonds may be required for any competitive sealed bid or proposal when deemed necessary by the Agent. Performance and payment bonds in an amount equal to one hundred (100%) percent of the price specified in the contract shall be required for all competitive sealed construction bids when the estimated cost of construction will exceed ~~twenty-five~~one hundred thousand (\$~~25~~100,000.00) dollars. Bonds shall be provided by a surety company authorized to do business in Florida and listed in the Federal Register as published by the U.S. Department of the Treasury. Cash, checks, or letters or credit are not acceptable.

3-3.13 Competitive Sealed Proposals.

- a. When the Purchasing Agent determines that the use of competitive sealed bidding is either not practical or not advantageous to the City, due to existing market conditions or the type of service/supply required, a contract may be entered into through receipt of competitive sealed proposals. Competitive proposals may also be used for the procurement of professional services.
- b. Competitive sealed proposals shall be notified, solicited, and opened in the same manner as competitive sealed bids.
- c. Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable for the purpose of clarifications and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers, except as may be required by the Florida Public Records Law, Chapter ~~11~~1999, Florida Statutes.

- d. If awarded, award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The bid file shall contain the basis on which the award was made.

3-3.14 Award of Bids, ~~and~~ Proposals and Contracts.

All contracts, when the sum is below twenty-five thousand (\$25,000.00) dollars, shall be awarded by the Purchasing Agent, with a recommendation from the Department Head, for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is greater than twenty-five thousand \$25,000 dollars and below fifty thousand (\$50,000.00) dollars ~~or less~~, shall be awarded by the City Manager with recommendation ~~by~~ from the ~~using~~ Department Head and Purchasing Agent ~~to~~ for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is in excess of fifty thousand (\$50,000.00) dollars, shall be awarded by the City Council to the lowest responsive and responsible bidder meeting specifications.

In addition to price, all bid, proposal and contract awards shall take the following into consideration:

- a. The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- b. The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- c. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- d. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- e. The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

3-3.15 Award of Tie Bids; Local Preference.

~~At the discretion of the City Manager or designee,~~ in the case of tie bids, or in cases where all other things being equal, the difference in the bid amount, in context of the overall bid, is de minimus ~~at the discretion of the City Manager or his designee,~~ an award may be made with due consideration to the State of Florida's policy on a drug free workplace; military veterans and, may be given to the bidder whose principal place of business is within the corporate boundaries of the City. For no other reason shall local vendors be given preference.

3-3.16 Award to Other Than Low Bidder.

When awarding to other than the low bidder, a full and complete statement of the reasons for awarding otherwise shall be submitted by the ~~using~~ Department Head making the recommendation, and approved by the Purchasing Agent and City Manager, and filed with the other papers relating to the bid.

3-3.17 Public Record.

The [Purchasing](#) Agent shall keep a record of all opened bids submitted in competition thereon, in compliance with the State of Florida Records Retention Schedule for Local Government Agencies, and such records shall be open to public inspection.

3-3.18 Termination of Contracts by City Manager.

All contracts, including those awarded by the City Council, shall be administered by and may be terminated by the City Manager or ~~his~~-designee when he/[she](#) determines, in his/[her](#) discretion, it is in the best interests of the City.

3-3.19 Contract Extensions for Operational Necessity.

Upon a finding, by the City Manager, of operational necessity, [the City Manager](#) is authorized to extend contracts, for a maximum of 180 days. Extensions for operational necessity that exceed the City Manager's spending authority, shall be reported to the City Council within thirty (30) days of such action. [Any further extensions](#), shall require City Council approval.

3-4 - MISCELLANEOUS PROVISIONS.

3-4.1 Unauthorized Purchases.

Except as otherwise provided for herein, it shall be illegal for any City officer or employee to order the purchase of any materials, supplies, equipment and contractual services, or to make any contract within the purview of this [C](#)hapter other than through the Purchasing Agent, and any purchase order or contract made contrary to the provisions hereof shall not be approved, and the City shall not be bound thereby.

- a. *Emergency.* This section shall not apply to any emergency purchase which is subsequently approved by the [Purchasing](#) Agent or City Manager upon written justification by the using agency.

3-4.2 Emergency Purchases.

Notwithstanding any other provision of this ~~e~~Chapter, the Purchasing Agent, or ~~his~~ designee, may make, or authorize others to make, emergency purchases when there exists a threat to public health, welfare, or safety, as determined under emergency purchase procedures ~~promulgated by the Purchasing Agent, and~~ set forth in the Policy and Procedures Manual, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A full written determination of the basis of the emergency, and reason for selection of the particular contractor, shall be included on the emergency purchase order and shall be filed as a permanent and public record of the purchase. [Emergency Procurements that exceed the City Manager's spending authority, shall be reported to the City Council within thirty \(30\) days of such action.](#)

3-4.3 Use of Other Governmental Entities' Contracts.

[Subject to the spending limitations in Section 3-3.14 and upon a determination that it is in the best interest of the City, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that](#)

this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference. ~~The Purchasing Agent may approve purchases from current contracts of other governmental agencies, which contracts have resulted from a formal competitive bid process, and awarded to the low responsive, responsible bidder meeting specifications and from current GSA Contracts and State of Florida SNAPS Agreements. Such purchases do not need the approval of the City Manager or Council.~~

* * *

3-4.5 Exemptions from Bidding.

Purchase of the following materials and services shall be exempt from the ~~formal~~ bidding process and subject to the spending limitations provided in Section 3-3.14, unless otherwise provided by State law:

- a. *Sole source purchases.* Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source.
- b. *Legal services.* Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.
- c. Emergency purchases.
- d. *Advertising.* Advertising in selected newspapers, ~~or~~ periodicals, radio stations, television networks, or websites.
- e. *Books and periodicals.*
- f. *Formal bidding waiver.* Purchases for which formal bidding has been waived, as determined by the City Council to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7ths) affirmative vote of the City Council declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in Section 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.
- g. *Real Property.* Purchase or rental of real property when location is a consideration.
- h. *Contractual services such as utilities.*
- i. *Recreational excursions and cultural events.*

j. *Services set forth in Section 287.057(3)(f), Florida Statutes.*

k. Insurance. Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.

l. Software. Software licensing and maintenance with the company from which the software was purchased, as set forth in § 3-4.4 or § 3-3.14, or its authorized representative.

m. Service and Warranty. Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.

n. Shipping, freight and postage charges.

o. Artistic, academic and entertainment performances. Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.

p. Groceries.

3-4.6 Surplus, Obsolete, or Broken Stock or Equipment.

The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment.

3-4.7 Disqualification of Bidders.

The Purchasing Agent may declare that any vendor who defaults his/her bid, proposal or agreement is an irresponsible bidder, and disqualify him/her from receiving any business from the City for a stated period of time, subject to the approval of the City Manager.

* * *

3-4.9 Waivers of Bid.

As provided in Chapter 3 herein, ~~¶~~the City Manager may waive the formal bidding procedure up to fifty thousand (\$50,000.00) dollars and the City Council may waive the formal bidding procedure over fifty thousand (\$50,000.00) dollars ~~in an emergency, and~~ in accordance with the rules and procedures set forth in the Purchasing Policies and Procedures Manual.

3-4.10 Central Stores.

The City Manager, ~~at~~ in his/her discretion, may establish a central stores warehouse to store and distribute materials and supplies to and for all departments. If a central stores warehouse is established, a Policies and Procedures Manual shall be developed for its operation and use.

* * *

3-4.12 Penalty Provision.

It shall be illegal for any City officer or employee to order the purchase of any materials, supplies, equipment or services, or make any contract within the purview of this ~~chapter~~ Chapter other than through the Purchasing Agent, except as hereinbefore otherwise allowed and permitted. The City shall not be liable to any vendor for purchases not made in accordance with this chapter and the policies and procedures manual. Violations of the above ~~shall~~ may be subject to the following penalties:

- a. Imprisonment for thirty (30) days including five hundred (\$500.00) dollar fine.
- b. Suspension and/or termination.
- c. Written reprimand which shall be placed in employee's personnel file.
- d. Deduction of the amount of the purchase from employee's salary.

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section," "Article," or other word as the codifier may deem appropriate.

Section 6. This Ordinance shall be effective ten days after adoption on second reading.

APPROVED on first reading this **1st day of November, 2016.**

APPROVED AND ADOPTED on second reading this **___ day of _____, 2016.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
& LANGUAGE & FOR EXECUTION

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and City Council.

ORDINANCE NO. 2016-12

Note: Proposed additions to existing City Code text are indicated by underline and deletions are indicated by ~~strike~~through.

Best Practices and Benchmarking

City	A & E (CCNA) Contracts Thresholds
South Miami	\$5,000
Surf Side	\$8,500
Bal Harbor	\$10,000
Doral	\$15,000
Hialeah	\$15,000
Cutler Bay	\$25,000
Miami Lakes	\$25,000
North Miami	\$25,000
Palmetto Bay	\$25,000
Pembroke Pines	\$25,000
Sunny Isles Beach	\$25,000
Fort Lauderdale	\$50,000
Hallandale Beach	\$50,000
Hollywood	\$50,000
Miami Gardens	\$50,000
Miramar	\$50,000
Tamarac	\$65,000
Aventura	\$200,000/\$2,000,000
Coral Gables	\$200,000/\$2,000,000
Miami Beach	\$200,000/\$2,000,000
North Miami Beach	\$200,000/\$2,000,000



Best Practices and Benchmarking

City	Spending Thresholds		
	Procurement	City Manager	City Council
Coral Gables *	\$25,000	\$100,000	> \$100,000
Tamarac	\$25,000	\$65,000	> \$65,000
Aventura *		\$50,000	> \$50,000
Fort Lauderdale	\$25,000	\$50,000	> \$50,000
Hallandale Beach *		\$50,000	> \$50,000
Hollywood	\$25,000	\$50,000	> \$50,000
Miami Beach		\$50,000	> \$50,000
Miami Gardens	\$25,000	\$50,000	> \$50,000
Miramar	\$25,000	\$50,000	> \$50,000
North Miami Beach	\$25,000	\$50,000	> \$50,000
Cutler Bay *	\$5,000	\$25,000	> \$25,000
Miami Lakes		\$25,000	> \$25,000
North Miami	\$5,000	\$25,000	> \$25,000
Palmetto Bay	\$25,000	\$25,000	> \$25,000
Pembroke Pines		\$25,000	> \$25,000
Sunny Isles Beach		\$25,000	> \$25,000
Doral	\$5,000	\$15,000	> \$15,000
Hialeah		\$15,000	> \$15,000
Bal Harbor	\$5,000	\$10,000	> \$10,000
Surf Side		\$8,500	> \$8,500
South Miami	\$1,000	\$5,000	> \$5,000



Best Practices and Benchmarking

City	Council Approval for Piggyback
Aventura	No
Bal Harbor	Yes
Coral Gables	Yes
Cutler Bay	Yes
Doral	Yes
Fort Lauderdale	Yes
Hallandale Beach	Yes
Hialeah	Yes
Hollywood	Yes
Miami Beach *	No
Miami Lakes	Yes
Miami Gardens	Yes
Miramar	No
North Miami	Yes
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South Miami	Yes
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Tamarac	Yes



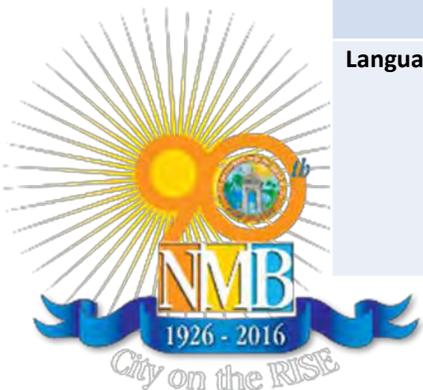
Proposed Enhancements

Suggestion	Explanation	Purpose	Strategic Plan Goal
Modify requirements for issuing Purchase Order	Increase the Purchase Order requirement threshold from \$100 to \$1,000 and allow for Direct Payment through authorized written contracts or Procurement Card.	To be consistent with small dollar purchase thresholds on Procurement Cards, help expedite department time in processing payments for the small dollar/open market quotes for non-repetitive lower cost items. Additionally, allows for payment on written contracts.	Provides for a <i>High Performing City Organization</i> , allowing for greater flexibility in responsiveness to community needs.
Cooperative Purchasing	Authorize the Chief Procurement Officer to join with other governmental entities in cooperative purchases.	Cooperative purchase provide for greater purchase power and reduced costs to the organization in soliciting for contracts.	Provides for a <i>Financially Sound City Government</i> , allowing for effective financial planning and delivery of city services in the most cost effective manner.
Electronic bid notifications	Allow for electronic bid notification in place of newspaper announcements.	Utilize electronic media, such as DemandStar and CityNMB.com, in place of newspapers	Provides for a <i>High Performing City Organization</i> , through provide information through current technology.
Performance Bond Requirements	Increase the requirements for performance bonds from \$25,000 to \$100,000.	Higher bond requirements allows for greater completion on smaller projects and in line with State construction contract requirements of \$200,000.	Provides for a <i>Financially Sound City Government</i> , allowing for effective financial planning and delivery of city services in the most cost effective manner.



Proposed Enhancements

Suggestion	Explanation	Purpose	Strategic Plan Goal
Award of Bids, Proposal and Contracts	Modify the awards of bids, proposal and contracts with established thresholds for Chief Procurement Officer at below \$25,000, City Manager \$25,000 to \$50,000 and City Council over \$50,000.	Establish new thresholds for clarity and consistency in the approval process for all awards of bids, proposal and contracts. More consistent with other agencies and best practices.	Provides for a <i>High Performing City Organization</i> and Financially Sound City Government with consistent thresholds and authority levels.
Reporting of Emergency Purchases	Modify the emergency procurement language to including reports back to City Council.	Require emergency procurement which exceed the City Manager's spending authority to be reported back to City Council.	Provides for a <i>High Performing City Organization</i> by allowing timing response to emergency procurements.
Enhance Language on "Piggyback" contracts	Modify the language to include additional agencies, associations and State of Florida or GSA price negotiated contracts. Also mirrors the Chief Procurement Officer, City Manager and City Council approval dollar thresholds.	Provide for additional contracts resources through agencies and non-profit originations comprised of government agencies. Provide greater accountability in the procurement process through the established approval thresholds.	Financially Sound City Government with consistent thresholds and authority levels.
Language Clean-up	Various language/text changes, which does not change purpose or intent.	<ul style="list-style-type: none"> • Including the word Purchasing before Agent. • Including he/she • Including definition or clear references to applicable City Code or State Statues 	Provides for a <i>High Performing City Organization</i> , by providing clear, update language in the Code.



Proposed Enhancements

Suggestion	Explanation	Purpose	Strategic Plan Goal
<p>Establishes additional “Exemptions” to the Procurement Process</p>	<p>Provides for exemption to the procurement process for operational effectiveness and procurement best practices.</p>	<p>Provide exemption to the competitive process formal or open market for the following:</p> <ul style="list-style-type: none"> • Software licenses renewals • Servicing or warranty work of equipment by the authorized dealer or manufacture representative. • Advertising in newspaper, periodicals, television, radio, billboards or other formal adverting media • Books, publication technical publications, • Postage • Utilities (water, electric) • Membership fees • Shipping, Freight, storage charges • Groceries • Best Interest/Bid Waiver 	<p>Provides for a High Performing City Organization and <i>Financially Sound City Government</i> through the reductions of costs associated with soliciting open market or formal solicitations or review sole source and best interest exemptions when operational necessary.</p>



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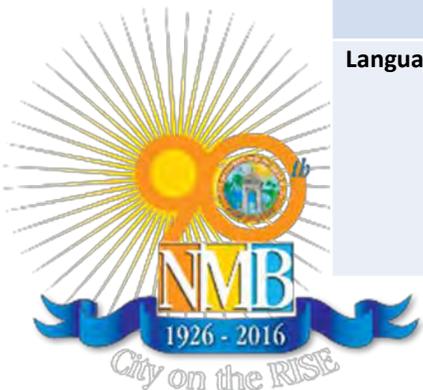
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City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council

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

VIA: Richard Lorber, Director of Community Development

DATE: Tuesday, November 1, 2016

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

BACKGROUND ANALYSIS:

In 2014, the Florida Legislature adopted the Compassionate Medical Cannabis Act of 2014 (“Act”), the Act provided for the limited use of low-THC, a special strain of marijuana used to treat epileptic seizures, cancer, amyotrophic lateral sclerosis (ALS), and other serious diseases. In 2016, the Florida Legislature slightly expanded the Act, allowing for the use of other types of medical marijuana for terminally ill patients.

Fla. Stat. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, provides for medical use of low-THC and cannabis for very limited medical conditions and pre-empts local regulation of cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations. The law expressly provides “a municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries.”

“A municipality cannot forbid what legislature has expressly licensed, authorized or required, nor may it authorize what legislature has expressly forbidden. For [a] municipal ordinance to prohibit that which is allowed by general laws of state, there must be an express legislative grant by state to the municipality authorizing such prohibition.” Rinzler v. Carson, 262 So. 2d 661 (Fla. 1972). See also, Miller Enterprises, Inc. v. City of South Daytona, 364 So. 2d 513 (Fla. 1st DCA 1978) which held that a city cannot prohibit, under its general or special

police power, an act that is declared by general legislative enactment to be lawful throughout the state.

“Local ordinance which supplements a statute’s restriction of rights may coexist with that statute, whereas an ordinance which countermands rights provided by statute must fail.” City of Miami Beach v. Rocio Corp., 404 So. 2d 1066 (Fla. 3rd DCA 1981)

In consideration of the express language of Fla. Stat. § 381.986 and controlling case law, the proposed changes allow for conditional use approval of medical marijuana dispensaries subject to meeting location, operation, and use criteria.

The proposed ordinances amend Chapter 24 *Zoning and Land Development Code*, Chapter 21 *Health*, and Chapter 12 *Local Business Tax Receipts and Regulations* to provide the conditions and requirements for the permitted locations, licensure, use, and operation of medical marijuana dispensaries and are presented for approval.

The Planning and Zoning Board reviewed the proposed changes to Chapter 24 and recommend approval by a vote of 6 to 0.

Included below is a summary of the proposed amendments as well as a summary of the requirements provided in F.S.A. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, and Florida Administrative Code Rule 64-4.002, *Initial Application Requirements for Dispensing Organizations*.

Chapter 24 *Zoning and Land Development Code* amendment will provide for Conditional Use criteria for medical marijuana dispensaries to include:

- No detriment created for persons/property;
- Parking demand must be met and traffic/parking study shall be completed;
- Distance separations between any school, day care center, place of worship, drug/alcohol rehab service, bars, lounges, package liquor store, any other medical marijuana treatment center, medical marijuana dispensary or residential zoned property;
- Prohibited within the CRA;
- No queuing of vehicles;
- No drive-thru service allowed;
- The City Council may include additional conditions not in conflict with State Law deemed necessary for the health, safety, and welfare of the City.

Chapter 12 *Local Business Tax Receipts and Regulations* and Chapter 21 *Health* shall provide licensure for medical marijuana dispensaries subject to meeting the below criteria:

Applications for licensure shall include:

- Name and address of applicant (owners), managers and dispensary owners;
- Statement of whether applicant has ever been denied for application, had a license revoked;
- Proof of ownership/approval of property owner to operate the facility;
- Must provide an operating plan with description of

products and services, floor plan, security plan, area map of a ¼ mile radius;

- Approval is subject to compliance with the Zoning and Land Use Code; and
- Failure to fully comply with applicable laws and/or false/incomplete information shall result in revocation.

Requirements for operation shall include:

- No marijuana shall be consumed on the premises;
- No person under the age of 18 (unless qualified by state and accompanied by a parent) is allowed on the premises;
- Name and contact of owners shall be posted conspicuously on the premises;
- Any storage, processing, display, sales, or distribution shall not be visible from the exterior;
- Hours of operation will be restricted to 7am-7pm Mon-Sat and 12pm-5pm on Sun;
- Off-site delivery and sales shall be prohibited;
- The only permitted managers and owners shall be registered;
- The centers cannot direct or encourage standing, sitting, or loitering outside of business;
- Inspection of premises to insure compliance with all laws;
- The delivery hours and hours of operation;
- Changes to the premises shall require prior written consent; and
- Security requirements.

Fla. Stat. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, and Florida Administrative Code Rule 64-4.002, *Initial Application Requirements for Dispensing Organizations* include extensive requirements for Dispensing Organizations. The Dispensing Organizations will be approved by the State of Florida to have cultivation facilities, processing facilities, and/or dispensing facilities subject to specific standards and requirements-some of those are listed below;

- Initial application fee \$60,063;
- Experience cultivating plants (30 years and ability to grow 400,000 plants);
- All owners and managers shall be fingerprinted and successfully passed a level 2 background screening;
- Provide the name and unique employee identifier for employees who dispense low-THC and/or medical marijuana;
- May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers;
- Must maintain fully operation security alarm system (with motion detectors, panic and hold up switches, etc.) and video surveillance recording 24 hours a day;
- Sufficient outdoor lighting;
- Require visitor's passes at all times;
- Subject to routine and unannounced inspections;
- Comply with local zoning, sanitation, and waste disposal requirements;

- Provide sketch/illustration of property boundaries, land topography, easements, roadways, etc;
- Certified financial reports to show ability to maintain operations for a minimum of 2-years;
- Ability to post a \$5 million bond for the 2-year approval cycle; and
- Revocation for failure to comply with the requirements.

Staff and the City Attorney’s Office are monitoring the legislation in Florida and the Country for the last two years and recommends the City’s Code be amended to address the recent Low THC cannabis legislation and in anticipation of the upcoming Constitutional Amendment on the November 8, 2016 ballot, which, if approved will allow for broader use of Low THC cannabis and Medical Marijuana.

The proposed changes are consistent with existing and proposed changes to Florida Law and incorporate those provisions and standards which were successful in cities across the Country.

RECOMMENDATION: Approval is recommended.

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Ordinance 2016-13 |
| <input type="checkbox"/> Florida Administrative Code |
| <input type="checkbox"/> Medical Marijuana Article |
| <input type="checkbox"/> Florida Statutes 381.986 |

ORDINANCE NO. 2016-13

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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, *Florida Statutes*, provides municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Section 381.986(8)(b), *Florida Statutes*, provides that “A municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries”; and

WHEREAS, on November 8, 2016, Florida voters will be considering the approval of Constitutional Amendment Number 2, *Use of Marijuana for Debilitating Medical Conditions*, which allows for the broader use of medical marijuana for individuals with debilitating medical conditions within the State; and

WHEREAS, significant safety and security concerns have been documented in states where medical marijuana dispensaries (“MMD”) and medical marijuana treatment centers (“MMTC”) are permitted; and

WHEREAS, MMD and MMTC’s are inherently attractive targets for criminals and criminal activity, it is essential for the City to limit the permissible scope and regulate such uses to ensure their compatibility with surrounding businesses, the community, and to protect the public health, safety, and welfare; and

WHEREAS, the Mayor and City Council believes it is in the best interests of the City to amend the Code of Ordinances to provide for licensing conditions and requirements regulating MMD and MMTC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

ORDINANCE NO. 2016-13

Section 2. Chapter 12 “Local Business Tax Receipts and Regulations”, Article III “Conditions for Specific Business Tax Receipts”, Section 12-4 “Medical Marijuana Treatment Centers/Medical Marijuana Dispensaries” is amended as follows:

Article III. Conditions for Specific Business Tax Receipt

* * *

12-4 RESERVED Medical Marijuana Treatment Centers/Medical Marijuana Dispensaries

* * *

12-4 RESERVED Medical Marijuana Treatment Centers/Medical Marijuana Dispensaries.

No business tax receipt shall be issued for any medical marijuana treatment center or medical marijuana dispensary without meeting the requirements set forth in Section 21-5 North Miami Beach Marijuana Code and the North Miami Beach Zoning and Land Development Code. The requirements set forth herein shall be in addition to any other licensing and permitting requirements imposed by any other federal, state, or local law. In the event of a conflict between the requirements set forth herein and any other imposed requirements the more restrictive provision shall control.

Section 3. Chapter XXI “Health”, Section 21-5 “North Miami Beach Marijuana Code” is amended as follows:

CHAPTER XXI HEALTH

* * *

21-5 RESERVED: North Miami Beach Medical Marijuana Code.

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Section 21-5. North Miami Beach Medical Marijuana Code.

Section 21-5.1 Purpose and Legislative Intent.

Although the possession and use of marijuana is and remains unlawful under Federal law, the Florida electorate will be considering a constitutional amendment on the November 8, 2016, ballot. If approved, the proposed legislation *Use of Marijuana for Debilitating Medical Conditions* (“Amendment 2”) will allow for the broader use, cultivation, purchase, and possession of marijuana to treat medical conditions. The purpose of this article is to license and regulate medical marijuana dispensaries and medical marijuana treatment centers in the interest of public health, safety and general welfare. In particular, this Article is intended to regulate the sale and distribution of marijuana in the interest of patients who qualify to obtain, possess and use marijuana for medical purposes as provided for in Section 381.986, *Florida Statutes*, and to include broader use, which may be permitted by Amendment 2, while promoting compliance with other state laws that prohibit trafficking in marijuana for nonmedical purposes. Nothing in this article is intended to promote or condone the sale, distribution, possession or use of marijuana in violation of any applicable law. Compliance with the requirements of this article shall not provide a defense to criminal prosecution under any applicable law.

Section 21-5.2 Definitions.

Marijuana has the meaning given cannabis in Section 893.02(3), *Florida Statutes*, as amended and shall

include, “Low-THC cannabis” as defined in Section 381.986(1)(e), *Florida Statutes*, as amended.

Medical Marijuana Treatment Center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the Department of Health or its successor agency.

Medical Marijuana Dispensary means a business that sells or otherwise distributes marijuana through one (1) or more primary caregivers to six (6) or more patients for medical use, along with any cultivation of marijuana associated with such sale or distribution. The term "medical marijuana dispensary" shall not include any person or entity that distributes marijuana for medical use exclusively to five (5) or fewer patients, and shall not include the private possession and medical use of marijuana by an individual patient or caregiver to the extent permitted by any applicable state of Florida law or regulation.

Medical Use means the acquisition, possession, use, delivery, transfer, or administration of marijuana or related supplies by a qualifying patient or personal caregiver for use by a qualifying patient for the treatment of a debilitating medical condition.

Section 21-5.3 License Required.

It shall be unlawful for any person to sell or otherwise distribute any marijuana for medical use in North Miami Beach without obtaining a license to operate as a medical marijuana dispensary or medical marijuana treatment center pursuant to the requirements of this article. Any such medical marijuana treatment center/medical marijuana dispensary that does not or cannot meet the licensing requirements set forth in this Article and therefore fails to obtain a license shall be terminated immediately. The license requirement set forth in this Article shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or city law including, by way of example, a retail sales tax license, a retail food establishment license if applicable, any applicable zoning or building permit.

Section 21-5.4 Licensing Procedures.

Except as otherwise specifically provided in this Article, the general procedures and requirements for issuance and administration of licenses by the Director, as more fully set forth in Chapter 12, *Local Business Tax Receipts and Regulations* of the North Miami Beach Code of Ordinances, shall apply to medical marijuana treatment center/medical marijuana dispensary licenses. To the extent there is any conflict between the provisions of this Article and Chapter 12, the provisions of this Article shall control.

Application for a medical marijuana treatment center/medical marijuana dispensary license shall be made to the City. In addition to the information required by Chapter 12 of this Code, the application shall include the following information:

- a. Name and address of the owner or owners of the medical marijuana treatment center/ medical marijuana dispensary in whose name the license is proposed to be issued.

- b. Name and address of any manager or managers of the medical marijuana treatment center/medical marijuana dispensary, if the manager is proposed to be someone other than the owner.
- c. A statement of whether or not any of the foregoing persons have:
 - 1. Been denied an application for a medical marijuana treatment center/medical marijuana dispensary license pursuant to this article or any similar state or local licensing law, or had such a license suspended or revoked.
- d. Proof of ownership or legal possession of the licensed premises for the term of the proposed license. If the licensed premises will be leased, the application shall include written consent by the owner of the property to the licensing of the premises for a medical marijuana treatment center/medical marijuana dispensary.
- e. An operating plan for the proposed medical marijuana treatment center/medical marijuana dispensary including the following information:
 - 1. A description of the products and services to be provided by the medical marijuana treatment center/medical marijuana dispensary, including an indication of whether or not the center/dispensary proposes to engage in the retail sale of food for human consumption.
 - 2. A floor plan, drawn to scale, showing the layout of the medical marijuana treatment center/medical marijuana dispensary and the principal uses of the floor area depicted therein, including a depiction of where any services other than the dispensing of medical marijuana are proposed to occur on the licensed premises.
 - 3. A security plan indicating how the applicant intends to comply with the applicable City Code requirements, including an indication of whether or not the applicant intends to utilize licensed security guards.
 - 4. An area map, drawn to scale, indicating, within a radius of one-quarter mile from the boundaries of the property upon which the medical marijuana treatment center/medical marijuana dispensary is located, the proximity of the property to any school, daycare, or child care establishment, to any other marijuana treatment center/medical marijuana dispensary, to any place of worship, drug/alcohol rehabilitation service, to any bars, lounges, package liquor stores, or to any residential zone district.
- f. Any application for a medical marijuana treatment center/medical marijuana dispensary permit shall be accompanied by the application fee and annual fee as required by Chapter 12.
- g. The City Manager or designee shall perform an inspection of the proposed licensed premises to determine compliance with any applicable requirement of this article.
- h. The City Manager or designee shall deny any application for a license that is not in full compliance with this article, any other applicable City law or regulation, or any State law or regulation governing medical marijuana treatment center/medical marijuana dispensaries. The City Manager or designee shall also have the authority to deny and/or revoke any application that contains any false or incomplete information.

Section 21-5.5 Persons Prohibited as Licensees and Managers.

No license provided by this article shall be issued to or held by any person/entity who, in the immediately preceding twelve (12) months had a medical marijuana treatment center/medical marijuana dispensary license revoked by the City.

Section 21-5.6 Permitted Locations.

All medical marijuana treatment center/medical marijuana dispensary licenses shall be issued for a specific fixed location that shall be considered the licensed premises. All sales or distribution of medical marijuana shall be made directly by a primary caregiver to a patient upon the licensed premises, or via personal delivery of the medical marijuana by the primary caregiver from the licensed premises to the patient at the patient's residence.

Medical marijuana treatment center/medical marijuana dispensary license shall be issued for the locations in accordance with the North Miami Beach Zoning and Land Development Code.

Section 21-5.7 Additional Requirements Related to Licensed Premises.

- a. No marijuana shall be smoked, eaten or otherwise consumed or ingested on the licensed premises.
- b. No person under eighteen (18) years of age shall be permitted on the licensed premises, unless the person has been qualified to possess marijuana for medical use in accordance with Florida Law and the person is accompanied by a parent or legal guardian.
- c. The name and contact information for the owner or owners and any manager of the medical marijuana treatment center/medical marijuana dispensary shall be conspicuously posted in the dispensary.
- d. Any and all processing, storage, display, sales or other distribution of marijuana shall occur within an enclosed building and shall not be visible from the exterior of the building.
- e. Off-site delivery of any marijuana products shall be prohibited, all sales and distribution of medical marijuana and products shall occur only on the licensed premises.
- f. No licensed premises shall be managed by any person other than the owner or the manager listed on the application for the license.
- g. Conspicuous signage shall be posted stating the no loitering is allowed, and patients or business invitees shall not be directed or encouraged to gather or loiter outside of the building where the dispensary/center operates, including in any parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than reasonably required for patients/business invitees to conduct their official business and depart.
- h. The hours of operation shall be between 7:00am and 7:00pm. Monday through Saturday and between 12:00pm and 5:00pm on Sundays.
- i. Medical marijuana treatment centers/medical marijuana dispensaries must comply with the North Miami Beach Zoning and Land Development Code.
- j. The licensed premises shall be monitored and secured twenty-four (24) hours per day including, at a minimum, the following security measures:
 1. Installation and use of security cameras to monitor all areas of the licensed premises where persons may gain or attempt to gain access to marijuana or cash maintained by the medical marijuana treatment center/medical marijuana dispensary. Recordings from security cameras shall be maintained for a minimum of seventy-two (72) hours in a secure off-site location.
 2. Installation and use of a safe for overnight storage of any processed marijuana, and cash on the licensed premises, with the safe being incorporated into the building structure or securely attached thereto.
 3. Installation of a monitored user alarm system.

Section 21-5.8 Changing, Altering, or Modifying Licensed Premises.

After issuance of a medical marijuana treatment center/medical marijuana dispensary license, the licensee shall make no physical change, alteration, or modification of the licensed premises which materially or substantially alters the licensed premises or the usage of the licensed premises from the plans and specifications submitted at the time of obtaining the original license without the prior written consent of the City Manager or designee. For purposes of this section, physical changes, alterations, or modifications requiring prior written consent shall include, but not be limited to:

- a. Any increase in the total size or capacity of the licensed premises.
- b. The sealing off, creation of or relocation of a common entryway, doorway or passage or other such means of public ingress or egress.
- c. Any substantial or material enlargement of a sales counter, or relocation of a sales counter, or addition of a separate sales counter.
- d. Any material change in the interior of the premises that would affect the basic character of the premises or the physical structure that existed in the plan on file with the application.

The foregoing shall not apply to painting and redecorating of premises; the installation or replacement of electric fixtures or equipment, the lowering of a ceiling; the installation and replacement of floor coverings; the replacement of furniture and equipment; nor to any nonstructural remodeling of a licensed premises where the remodel does not expand the existing approved area.

In making a decision with respect to any proposed changes, alterations, or modifications, the City Manager or designee shall consider whether the premises, as changed, altered, or modified, will comply with the requirements of this section and any other applicable law or regulation.

Section 21-5.9 Compliance with State Law.

To the extent the State has adopted or adopts in the future any additional or stricter law or regulation governing the sale or distribution of marijuana for medical use, the additional or stricter regulation shall control the establishment or operation of any medical marijuana dispensary in the City. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this article, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

Any medical marijuana treatment center/ medical marijuana dispensary licensed pursuant to this article may be required to demonstrate, upon demand by the City Manager or designee or by law enforcement officers, that the source and quantity of any marijuana found upon the licensed premises is in full compliance with any applicable state law or regulation.

If the State prohibits the sale or other distribution of marijuana through medical marijuana treatment center/medical marijuana dispensaries, any license issued pursuant to this article shall be deemed to be immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the licensee.

The issuance of any license pursuant to this article shall not be deemed to create an exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the cultivation, possession, sale, distribution, or use of marijuana.

Section 21-5.10 No Entitlement to Licensing.

Nothing in this section shall be deemed to create any property interest, vested right, or entitlement to receive a future license to operate a medical marijuana center, a medical marijuana infused products manufacturer, or an optional premises grow operation under Florida Law. In order to lawfully exist, any and all commercial medical marijuana businesses shall be required to qualify for state and local licensing under the state code and otherwise comply fully with the requirements of any other applicable state or city laws.

Section 21-5.11 Enforcement and Penalties.

Any person violating provisions of this Section shall be deemed guilty of an offense punishable as provided in Section 14-8 Administration and Enforcement of Building, Planning, and Zoning Regulations.

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 reminder 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.

APPROVED on first reading this **1st day of November, 2016.**

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

Note: Proposed additions to existing City Code text are indicated by underline.

West's Florida Administrative Code

Title 64. Department of Health

Chapter 64-4. Compassionate Use

Rule 64-4.002, F.A.C.

Fla. Admin. Code r. 64-4.002

64-4.002. Initial Application Requirements for Dispensing Organizations.

Currentness

Each nursery that meets the requirements of [Section 381.986\(5\)\(b\)](#) 1., F.S., desiring to be approved as a Dispensing Organization shall make application, either electronically or in hard copy, to the department using Form DH8006-OCU-2/2015, "Application for Low-THC Cannabis Dispensing Organization Approval" herein incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05457>. The completed application form must include the following:

- (1) An initial application fee of \$60,063.00.
- (2) An explanation or written documentation, as applicable, showing how the Applicant meets the statutory criteria listed in [Section 381.986\(5\)\(b\)](#), F.S. In any explanation, the Applicant must address each item listed for each criterion below. The Applicant must disclose the name, position, and resume of the employee(s) who provides the knowledge or experience explained for each item.
 - (a) The technical and technological ability to cultivate, process, and dispense low-THC cannabis. Please address the following items:
 1. Experience cultivating cannabis;
 2. Experience cultivating in Florida plants not native to Florida;
 3. Experience introducing new varieties of plants;
 4. Regional cultivation knowledge and experience;
 5. Experience cultivating plants for human consumption such as food or medicine products;
 6. Experience with in-house propagation;
 7. Experience with genetic modification or breeding;
 8. Experience using clean growing rooms;
 9. Knowledge of cannabis cultivation, including:
 - a. Proper cultivation conditions and techniques;
 - b. Additives that can be used when growing cannabis;
 - c. Pests, disease and deficiencies common for cannabis;

- d. Production of high quality product in a short time;
 - 10. Experience with tracking each plant in a harvest;
 - 11. Experience with good agricultural practices;
 - 12. Experience with good handling practices;
 - 13. Experience with good manufacturing practices;
 - 14. Experience with analytical organic chemistry and micro-biology;
 - 15. Experience with analytical laboratory methods;
 - 16. Experience with analytical laboratory quality control, including maintaining a chain of custody;
 - 17. Knowledge of, and experience with, cannabis extraction techniques;
 - 18. Knowledge of cannabis routes of administration;
 - 19. Knowledge of, and experience with, producing cannabis products;
 - 20. Experience interacting with patients;
 - 21. Experience with handling confidential information;
 - 22. A marketing plan;
 - 23. Experience gathering and managing data, i.e. data on patient reactions to products dispensed;
 - 24. Experience with recalls;
 - 25. Training programs for employees addressing:
 - a. The Health Insurance Portability and Accountability Act (HIPAA);
 - b. Patient education;
 - c. Compliance;
 - d. Patient counseling; and,
 - e. Data collection.
 - 26. Any awards, recognition or certifications received for relevant expertise.
- (b) Written documentation demonstrating that the applicant possesses a valid certificate of

registration issued by the Department of Agriculture and Consumer Services pursuant to [Section 581.131, F.S.](#), that is issued for the cultivation of more than 400,000 plants, is operated by a nurseryman as defined in [Section 581.011, F.S.](#), and has been operated as a registered nursery in this state for at least 30 continuous years.

(c) The ability to secure the premises, resources, and personnel necessary to operate as a Dispensing Organization. Please address the following items, and include a sketch or other illustration:

1. Location of all properties Applicant proposes to utilize to cultivate, process, and dispense low-THC cannabis and Derivative Product, including ownership information for the properties and any lease terms if applicable;
 - a. For any property that is leased by the Applicant, include documentation that the property owner consents to the use of the property for the purposes of cultivation, processing, or dispensing of low-THC cannabis and Derivative Products and documentation that the mortgagor or lienholder has been given notice of the use of the property for the purposes of cultivation, processing, or dispensing of low-THC cannabis and Derivative Products.
 - b. For any property owned by the Applicant but subject to a mortgage or lien, include documentation that the mortgagor or lienholder has been notified of the use of the property for the purposes of cultivation, processing, or dispensing of low-THC cannabis and Derivative Products.
2. Compliance with local regulations regarding sanitation and waste disposal;
3. The ability to obtain zoning approval;
4. Sketch or other illustration approximating the property boundaries, land topography, vegetation, proposed and/or existing structures, easements, wells, and roadways for each property proposed;
5. Description of the areas proposed for the cultivation of low-THC cannabis, including the following:
 - a. Capacity, in square feet of growing area;
 - b. Cultivation environment, e.g., greenhouse, clean room, aseptic, et cetera;
 - c. Irrigation system(s); and,
 - d. Environmental control system(s);
6. A description of the ability or plan to expand any of the areas proposed for low-THC cannabis;
7. Back-up systems for all cultivation and processing systems;
8. A description of one or more strains of low-THC cannabis the applicant intends to cultivate;

9. Access to water resources that allow for sufficient irrigation;
 10. Description of the areas proposed for the processing of Derivative Products, including the following:
 - a. Extraction equipment and location;
 - b. Concentration equipment and location;
 - c. Access to sufficient potable water and hot water;
 - d. Analytical equipment, including separators and detectors, and location;
 - e. Safety equipment and facilities and location;
 - f. Computer systems and software; and,
 - g. Ventilation and exhaust system.
 11. Description of the methods proposed for the dispensing of Derivative Products, including the following:
 - a. Accessibility of dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway, not in a high crime area, et cetera;
 - b. Proximity of dispensing facilities to patient populations; and,
 - c. Alternative dispensing, e.g. delivery.
 12. A list of current and proposed staffing, including:
 - a. Position, duties and responsibilities;
 - b. Resume; and,
 - c. Professional licensure disciplinary action in all jurisdictions.
 13. An organizational chart illustrating the supervisory structure of the proposed Dispensing Organization;
 14. Plans and procedures for loss of key personnel;
 15. Plans and procedures for complying with OSHA regulations for workplace safety; and,
 16. Relationship(s) with an independent laboratory(ies) with cannabis testing protocols and methods.
- (d) The ability to maintain accountability of all raw materials, finished products, and any

byproducts to prevent diversion or unlawful access to or possession of these substances. Please address the following items for each property or location:

1. Floor plan of each facility or proposed floor plans for proposed facilities, including the following:
 - a. Locking options for each means of ingress and egress;
 - b. Alarm systems;
 - c. Video surveillance;
 - d. Name and function of each room;
 - e. Layout and dimensions of each room;
2. Storage, including the following:
 - a. Safes;
 - b. Vaults;
 - c. Climate control;
3. Diversion and trafficking prevention procedures;
4. A facility emergency management plan;
5. System for tracking low-THC source plant material throughout cultivation, processing, and dispensing;
6. Inventory control system for low-THC cannabis and Derivative Products;
7. Policies and procedures for recordkeeping;
8. Vehicle tracking systems;
9. Vehicle security systems;
10. Methods of screening and monitoring employees;
11. Personnel qualifications and experience with chain of custody or other tracking mechanisms;
12. Personnel reserved solely for inventory control purposes;
13. Personnel reserved solely for security purposes;

14. Waste disposal plan;

15. Plans for the recall of any Derivative Products that have a reasonable probability of causing adverse health consequences based on a testing result, bad patient reaction, or other reason; and,

16. Access to specialized resources or expertise regarding data collection, security, and tracking.

(e) An infrastructure reasonably located to dispense low-THC cannabis to registered patients statewide or regionally as determined by the department. Please address the following items:

1. A map showing the location of the applicant's proposed dispensing facilities;

2. A sketch or other illustration of the actual or proposed dispensing location showing streets; property lines; buildings; parking areas; outdoor areas, if applicable; fences; security features; fire hydrants, if applicable; and access to water and sanitation systems; and,

3. A floor plan of the actual or proposed building or buildings where dispensing activities will occur showing:

a. Areas designed to protect patient privacy;

b. Areas designed for retail sales;

4. A HIPAA compliant computer network utilized by all facilities;

5. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;

6. Communication systems;

7. Hours of operation of each dispensing facility; and,

8. Methods of mitigating odors if applicable.

(f) The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of Certified Financials to the department. Please provide the following items:

1. Certified Financials issued within the immediately preceding 12 months;

2. Applicant's corporate structure;

3. All owners of the Applicant;

4. All individuals and entities that can exercise control of the Applicant;

5. All individuals and entities that share in the profits and losses of the Applicant;

6. All subsidiaries of the Applicant;
7. Any other individuals or entities for which the Applicant is financially responsible;
8. Assets of the Applicant and Applicant's subsidiaries;
9. Liabilities of the Applicant and Applicant's subsidiaries;
10. Any pending lawsuits to which the Applicant is a party;
11. Any lawsuits within the past 7 years to which the Applicant was a party;
12. All financial obligations of Applicant that are not listed as a "liability" in the Certified Financials;
13. A projected two year budget; and,
14. Specific reference to sufficient assets available to support the Dispensing Organization activities.

(g) That all owners and managers have been fingerprinted and have successfully passed a level 2 background screening pursuant to [Section 435.04, F.S.](#), within the calendar year prior to application. Each owner and manager should present to FDLE or one of its approved vendors for fingerprinting. At that time, give the entity ORI number FL924890Z (DOH - OFFICE OF COMPASSIONATE USE). The report will be sent directly to the Office of Compassionate Use. Please submit a list of all owners and managers indicating the date of each individual's most recent Level-2 background screening.

(h) The employment of a medical director who is a physician licensed pursuant to Chapters 458 or 459, F.S., to supervise the activities of the proposed Dispensing Organization. Please address the following items for the physician chosen as medical director:

1. Specialty area, if any;
2. Experience with epileptic patients;
3. Experience with cancer patients;
4. Experience with patients with severe seizures or muscle spasms;
5. Knowledge of the use of low-THC cannabis for treatment of cancer or physical medical conditions that chronically produce symptoms of seizures or severe and persistent muscle spasms;
6. Knowledge of good manufacturing practices;
7. Knowledge of analytical and organic chemistry;

8. Knowledge of analytical laboratory methods;
9. Knowledge of analytical laboratory quality control, including maintaining a chain of custody;
10. Knowledge of, and experience with, CBD/low-THC extraction techniques;
11. Knowledge of CBD/low-THC routes of administration;
12. Experience in or knowledge of clinical trials or observational studies;
13. Knowledge of, and experience with, producing CBD/low-THC products;
14. Experience with or knowledge of botanical medicines;
15. Experience with dispensing medications;
16. Description of how the medical director will supervise the activities of the Dispensing Organization; and,
17. Description of how the Dispensing Organization will ensure it has a medical director at all times.

(i) The ability to post a \$5 million performance bond for the biennial approval cycle.

(3) If the Applicant intends to claim any exemption from public records disclosure under [Section 119.07, F.S.](#), or any other exemption from public records disclosure provided by law for any part of its application, it shall indicate on the application the specific sections for which it claims an exemption and the statutory basis for the exemption. The Applicant shall submit a redacted copy of the application redacting those items identified as exempt.

(4) Failure to submit the \$60,063.00 application fee or documentation sufficient to establish the Applicant meets the requirements of [Section 381.986\(5\)\(b\), F.S.](#), shall result in the application being denied prior to any scoring as contemplated in subsection (5) of this rule.

(5) Any “Application for Low-THC Cannabis Dispensing Organization Approval” and all required exhibits and supporting documents shall be delivered to the Agency Clerk of the Department of Health physically located at 2585 Merchants Row Boulevard in Tallahassee, Florida, no earlier than 10:00 a.m. (Eastern Time), on the effective date of this rule and no later than 5:00 p.m. (Eastern Time), 21 calendar days after the effective date of this rule.

(a) The department will substantively review, evaluate, and score applications using Form DH8007-OCU-2/2015, “Scorecard for Low-THC Cannabis Dispensing Organization Selection” herein incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05461>. The department’s substantive review will be completed by:

1. Director of the Office of Compassionate Use;

2. A member of the Drug Policy Advisory Council appointed by the State Surgeon General; and,

3. A Certified Public Accountant appointed by the State Surgeon General.

(b) Each reviewer will independently review each application and score using Form DH8007-OCU-2/2015, "Scorecard for Low-THC Cannabis Dispensing Organization Selection." Scorecards from each reviewer will be combined to generate an aggregate score for each application. The Applicant with the highest aggregate score in each dispensing region shall be selected as the region's Dispensing Organization.

(c) In the event of a tie in a region, each reviewer will re-review the tied applications and select a winning application. The department will approve the application selected by the majority of the reviewers.

(d) In the event one nursery receives the high score in multiple regions, one of which is the region represented by the address on the nursery's certificate of registration, the Applicant will be approved for that region, and the second highest scored Applicant will be approved for the other region(s). In the event one nursery receives the high score in multiple regions, none of which is the region represented by the address on the nursery's certificate of registration, the Applicant will be approved for the region for which it had the highest aggregate infrastructure score, and the second highest scored Applicant will be approved for the other region(s).

(e) Upon notification that it has been approved as a region's Dispensing Organization, the Applicant shall have 10 business days to post a \$5 million performance bond. The bond shall:

1. Be payable to the department in the event the Dispensing Organization's approval is revoked;
2. Be written by a surety company licensed by the Florida Office of Insurance Regulation.
3. Be written so that the nursery name on the bond corresponds exactly with the Applicant name.
4. If a bond is canceled and the Dispensing Organization fails to file a new bond with the department in the required amount on or before the effective date of cancellation, the Dispensing Organization's approval shall be revoked.

(f) If the selected Applicant fails to post the bond within the required timeframe, the Applicant with the next highest score in the dispensing region shall be selected and notified.

(g) The surety company can use any form it prefers for the performance bond as long as it complies with this rule. For convenience, the surety company can also use Form DH8008-OCU-2/2015, "Florida Low-THC Cannabis Performance Bond" herein incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05460>.

Credits

Adopted June 17, 2015.

Authority: 381.986(5)(d) FS. Law Implemented [381.986\(5\)\(b\) FS](#).

Current with amendments available through June 27, 2016.
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MEDICAL MARIJUANA: WHAT LIES AHEAD FOR THE SUNSHINE STATE?

ON NOVEMBER 8, Florida voters will determine the fate of the Florida Medical Marijuana Legalization Initiative (Amendment 2), which would authorize medical marijuana in the state's constitution.

But many voters do not realize that the state Legislature in 2014 approved a medical marijuana statute (amended in 2015) that allows the growing, distribution and dispensing of "pot" to certain types of patients.

So, the Amendment 2 ballot issue is not a simple "yes or no" on allowing medical marijuana, but on determining the potential size and scale of the legalized industry and its impact on the state.

For the past three years, the legalization of medical marijuana has been a controversial topic for the state's attorneys, accountants, bankers, physicians and other professionals. "It is simply inappropriate to allow

medical decision making to be determined by public opinion with the voters," Jonathan Daitch, M.D., a pain management specialist in Fort Myers who is a leading opponent of Amendment 2. "All medical decisions should be made by doctors."

On the financial side, the cultivating, distribution and sale of medical marijuana could potentially become a billion-dollar industry that operates separately from the traditional pharmacy system. Medical marijuana could potentially create new jobs, boost sales tax revenue and increase demand for agricultural land, retail storefronts and office space.

"The Legislature has created a vertically integrated industry, where the only people who would touch the medical marijuana are its licensees and the patients," said Fort Lauderdale attorney Nicole "Nikki" Fried, founder of Igniting Florida, LLC, a medical

marijuana business practice and full-service lobbying firm.

However, there are major legal, ethical and financial challenges that will need to be addressed for Florida's marijuana industry to grow and prosper. "Right now,



Jonathan Daitch, M.D.



Nicole "Nikki" Fried

the ultimate size of the state's market, the scope of the regulations and the number of authorized dispensaries are still unknown," said Jonathan Robbins, partner in Akerman's Fort Lauderdale office, leader of the firm's Regulated Substances Task Force and a founding board member of the National Cannabis Bar Association. "Regardless of the fate of Amendment 2, it will take time to answer those fundamental questions."

State vs. federal laws

One of the complex legal challenges facing the Florida industry is that, possession, manufacturing, and distribution of marijuana is still a federal crime – a position reiterated by the Drug Enforcement Administration in August. That decision was based on a "scientific and medical evaluation" conducted by the U.S. Food and Drug Administration (FDA) at the request of the DEA.

"The DEA and the FDA continue to believe that scientifically valid and well-controlled clinical trials conducted under investigational new drug (IND) applications are the most appropriate way to conduct research on the medicinal uses of marijuana," said a statement from the DEA.

"The U.S. government is concerned about keeping organized crime and money laundering operations out of the medical marijuana sector," Robbins said. "The federal authorities also want to reduce the risk of a child accidentally consuming medical marijuana at home, and the potential for automobile accidents caused

by an operator under the influence."

But Robbins believes a recent federal appellate court decision in *U.S. v. McIntosh* may keep federal law enforcement authorities from spending resources or prosecuting individuals whose actions are legal under state law. "That ruling could ease some of the legal tensions in this field," he added.

Attorney David Kotler, a shareholder with Cohen Kotler, P.A. in Boca Raton who represents clients in the marijuana industry, notes that Florida's law does protect patients from prosecution for the legitimate use of marijuana under approved guidelines.

For attorneys, The Florida Bar has issued a policy stating: "The Florida Bar will not prosecute a Florida Bar member solely for advising a client regarding the validity, scope, and meaning of Florida statutes regarding medical marijuana or for assisting a client in conduct the lawyer reasonably believes is permitted by Florida statutes, regulations, orders, and other state or local provisions implementing them, as long as the lawyer also advises the client regarding related federal law and policy."

Robbins emphasizes the need to be clear and specific in preparing engagement letters for medical marijuana-related businesses. "We make sure we advise our clients in writing that we will not assist them in any aspect of their operations that does not comply with state law," he said. "It's important for any attorney to know their client – but doubly so in this industry."

Kotler added, "This remains a grey area of the law, and you have to ask yourself ethically if you are comfortable in this field."

Other concerns

The conflict between federal and state laws creates other difficulties for the medical marijuana industry in addition to potential prosecution. "Sending medical marijuana via the U.S. Postal Services is not allowed," Robbins said. "It is also a crime to carry medical marijuana across a state line, even if you are going into another with a similar law."

A medical marijuana business in financial distress is not allowed to file for bankruptcy protection under federal law, Robbins said. Federally chartered banks are not allowed to open accounts for marijuana businesses or provide merchant services such as credit card processing. As a result, the medical and recreational marijuana businesses across the U.S. have been forced to rely on cash payments or alternative sources of financial services.

The conflict between state and federal laws also extends to the employment sector, says Kevin Vance, a partner at Duane Morris' Miami office, who focuses on labor and employment issues and other types of business litigation.

"In many states, an employer can refuse to hire someone or terminate an employee for failing a drug test for marijuana," he said. "Other states have a provision that prohibits firing if the employee is authorized to take marijuana for medicinal purposes, but Florida's law does not have that protective provision."

Under the federal Americans with Disabilities Act (ADA), workers with disabilities receive a certain degree of legal protection, and employers must make accommodations for their disabilities in some circumstances. "To date, the courts have decided there is no protection under the ADA for an employee taking medical marijuana," Vance said. "However, this area of the law is still evolving, and there will undoubtedly be more litigation as these laws interact with each other."

Florida's evolving stance on medical marijuana

In 2014, Florida voters failed to approve a medical marijuana constitutional amendment similar in many ways to the current ballot measure. Although the amendment received a 58 percent "yes" vote, it failed to meet the super-majority threshold of 60 percent for proposed constitutional amendments.

Before that vote, Florida legislators passed the "Compassionate Medical Cannabis Act of 2014," which was signed into law by Governor Rick Scott on June 6, 2014. The law allowed patients with seizures and severe muscle spasms to be given marijuana extracts



Jonathan Robbins



David Kotler

low in euphoria-inducing tetrahydrocannabinol (THC) and high in cannabidiol (CBD). To qualify, patients must obtain permission from a qualified doctor and be added to the Compassionate Use Registry.

In 2016, Scott expanded the medical marijuana law by signing the "Right to Try Act," allowing patients with terminal illnesses to have access to high-THC medical cannabis. During that session, Fried was part of the main lobbying team for the act's passage.

Now, the pending ballot measure would expand much further, allowing medical marijuana to be provided for patients with the following specific diseases: cancer, epilepsy, glaucoma, HIV, AIDS, post-traumatic stress disorder (PTSD), amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease and multiple sclerosis. It would also allow licensed physicians to certify patients for medical marijuana use after diagnosing them with some "other debilitating medical conditions of the same kind or class as or comparable to those enumerated."

The case against Amendment 2

This fall, many Florida medical professionals, along with anti-drug coalitions and the Florida Chamber of Commerce, have taken a stand against Amendment 2 for a variety of reasons. "The state Legislature took its time, listening to physicians, nurses, pharmacists and law enforcement officers before agreeing on legislation that everyone felt would be safe for communities," said Daitch. "Now, this amendment would supersede that hard work, and remove safeguards that were built into the law."

While Amendment 2 gives the state the right to control the growing of marijuana, it lacks the specific details concerning dispensaries, distribution, prescriptions, and patient compliance, according to the "Vote No on 2" coalition.

There is also no local option to allow communities to ban, limit or restrict the location of dispensaries.

"I am very concerned about the unbridled dispensing of marijuana," Daitch said. "I don't want to see unscrupulous doctors writing authorizations for almost anyone to get marijuana."

Those concerns are shared by the Florida Medical Association, which voted in August to oppose Amendment 2. The FMA, which represents more than 20,000 physicians in the state, also opposed the 2014 Amendment.

Daitch points out that marijuana is a plant with many strains and varieties, not a medication that can be carefully tested and studied as part of the Federal Drug Administration (FDA) approval process. "We already have pharmaceutical-grade drug formulations that can help patients with the conditions outlined in Amendment 2, and we simply don't need to pass this measure."

A high-risk business opportunity

Under the 2014 law, the state Department of Health (DOH) was given the authority to register and regulate centers that produce and distribute marijuana for medical purposes and issue identification cards to patients and caregivers. That touched off a stream of administrative maneuvering and litigation over the issuance of DOH licenses.

Initially, five growers were granted licenses to serve different areas of the state, but this year a sixth nursery was granted a license after challenging the regulations. The first licensee to dispense medical marijuana was Truelieve, which opened its Tallahassee dispensary in July.

"I would imagine that each of the license holders has a different business model," said Fried, who represented San Felasco Nurseries in Gainesville in its successful quest to obtain a state license. "Some may open dispensaries all over the state, while others may focus on home deliveries or more selective dispensary markets. In any case, there are high start-up costs involved with getting into this business when you consider the greenhouses, security requirements and equipment needed to extract the oils from the plants."

Meanwhile, several Florida law firms have been looking at the medical marijuana business as a potential practice area. One of the early advocates of legalized medical marijuana was Kotler, who founded Medical Marijuana Business Lawyers, LLC, in 2014 and also serves as general counsel to the Florida Cannabis Industry Association. For the past three years, he has been representing clients, hosting educational seminars and consulting with other professionals about the business opportunities in this sector.

"There was quite a bit of interest in medical marijuana in the summer of 2014 leading up to Amendment 2 and after Governor Scott signed the compassionate use act," Kotler said. "But when Amendment 2 didn't pass that year, I stayed in this field, while most attorneys went back to their regular practices."

Since then, Kotler has worked with nurseries, investors, accountants, trade show operators, and ancillary businesses. "There are plenty of Florida entrepreneurs getting involved in the business, along with the growers who have their hands on the plant," he said. "But I don't see it as a big 'green rush.' Instead, there has been a conservative, measured approach to getting involved this market."

Taking it slow is particularly important now, since if the Amendment 2 passes in November, the Legislature will need to enact new enabling rules for the Department of Health, Kotler said. "It may be hard to unwind what has already been set up in the state," he added. "I don't think there will be a huge increase in licenses and dispensaries. It's more likely that newcomers will be integrated into the existing framework. But in any case, the future of medical marijuana will be up to the Legislature and the Department of Health even if Amendment 2 passes in November."



Kevin Lance

 KeyCite Yellow Flag - Negative Treatment

Proposed Legislation

[West's Florida Statutes Annotated](#)

[Title XXIX. Public Health \(Chapters 381-408\)](#)

[Chapter 381. Public Health: General Provisions \(Refs & Annos\)](#)

West's F.S.A. § 381.986

381.986. Compassionate use of low-THC and medical cannabis

Effective: July 1, 2016

[Currentness](#)

(1) Definitions.--As used in this section, the term:

(a) “Cannabis delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing low-THC cannabis or medical cannabis into the human body.

(b) “Dispensing organization” means an organization approved by the department to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis pursuant to this section.

(c) “Independent testing laboratory” means a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.

(d) “Legal representative” means the qualified patient’s parent, legal guardian acting pursuant to a court’s authorization as required under [s. 744.3215\(4\)](#), health care surrogate acting pursuant to the qualified patient’s written consent or a court’s authorization as required under [s. 765.113](#), or an individual who is authorized under a power of attorney to make health care decisions on behalf of the qualified patient.

(e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

(f) “Medical cannabis” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in [s. 499.0295](#).

(g) “Medical use” means administration of the ordered amount of low-THC cannabis or medical cannabis. The term does not include the:

1. Possession, use, or administration of low-THC cannabis or medical cannabis by smoking.
2. Transfer of low-THC cannabis or medical cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient’s legal representative on behalf of the qualified patient.

3. Use or administration of low-THC cannabis or medical cannabis:
- a. On any form of public transportation.
 - b. In any public place.
 - c. In a qualified patient's place of employment, if restricted by his or her employer.
 - d. In a state correctional institution as defined in [s. 944.02](#) or a correctional institution as defined in [s. 944.241](#).
 - e. On the grounds of a preschool, primary school, or secondary school.
 - f. On a school bus or in a vehicle, aircraft, or motorboat.
- (h) "Qualified patient" means a resident of this state who has been added to the compassionate use registry by a physician licensed under chapter 458 or chapter 459 to receive low-THC cannabis or medical cannabis from a dispensing organization.
- (i) "Smoking" means burning or igniting a substance and inhaling the smoke. Smoking does not include the use of a vaporizer.

(2) Physician ordering.-- A physician is authorized to order low-THC cannabis to treat a qualified patient suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms; order low-THC cannabis to alleviate symptoms of such disease, disorder, or condition, if no other satisfactory alternative treatment options exist for the qualified patient; order medical cannabis to treat an eligible patient as defined in [s. 499.0295](#); or order a cannabis delivery device for the medical use of low-THC cannabis or medical cannabis, only if the physician:

- (a) Holds an active, unrestricted license as a physician under chapter 458 or an osteopathic physician under chapter 459;
- (b) Has treated the patient for at least 3 months immediately preceding the patient's registration in the compassionate use registry;
- (c) Has successfully completed the course and examination required under paragraph (4)(a);
- (d) Has determined that the risks of treating the patient with low-THC cannabis or medical cannabis are reasonable in light of the potential benefit to the patient. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such determination must be documented in the patient's medical record;
- (e) Registers as the orderer of low-THC cannabis or medical cannabis for the named patient on the compassionate use registry maintained by the department and updates the registry to reflect the contents of the order, including the amount of low-THC cannabis or medical cannabis that will provide the patient with not more than a 45-day supply and a cannabis delivery device needed by the patient for the medical use of low-THC cannabis or medical cannabis. The physician must also update the registry within 7 days after any change is made to the original order to reflect the change. The

physician shall deactivate the registration of the patient and the patient's legal representative when treatment is discontinued;

(f) Maintains a patient treatment plan that includes the dose, route of administration, planned duration, and monitoring of the patient's symptoms and other indicators of tolerance or reaction to the low-THC cannabis or medical cannabis;

(g) Submits the patient treatment plan quarterly to the University of Florida College of Pharmacy for research on the safety and efficacy of low-THC cannabis and medical cannabis on patients;

(h) Obtains the voluntary written informed consent of the patient or the patient's legal representative to treatment with low-THC cannabis after sufficiently explaining the current state of knowledge in the medical community of the effectiveness of treatment of the patient's condition with low-THC cannabis, the medically acceptable alternatives, and the potential risks and side effects;

(i) Obtains written informed consent as defined in and required under [s. 499.0295](#), if the physician is ordering medical cannabis for an eligible patient pursuant to that section; and

(j) Is not a medical director employed by a dispensing organization.

(3) Penalties.--

(a) A physician commits a misdemeanor of the first degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#), if the physician orders low-THC cannabis for a patient without a reasonable belief that the patient is suffering from:

1. Cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be treated with low-THC cannabis; or

2. Symptoms of cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be alleviated with low-THC cannabis.

(b) A physician commits a misdemeanor of the first degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#), if the physician orders medical cannabis for a patient without a reasonable belief that the patient has a terminal condition as defined in [s. 499.0295](#).

(c) A person who fraudulently represents that he or she has cancer, a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms, or a terminal condition to a physician for the purpose of being ordered low-THC cannabis, medical cannabis, or a cannabis delivery device by such physician commits a misdemeanor of the first degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#).

(d) An eligible patient as defined in [s. 499.0295](#) who uses medical cannabis, and such patient's legal representative who administers medical cannabis, in plain view of or in a place open to the general public, on the grounds of a school, or in a school bus, vehicle, aircraft, or motorboat, commits a misdemeanor of the first degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#).

(e) A physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device and receives compensation from a dispensing organization related to the ordering of low-THC cannabis,

medical cannabis, or a cannabis delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1)(n).

(4) Physician education.--

(a) Before ordering low-THC cannabis, medical cannabis, or a cannabis delivery device for medical use by a patient in this state, the appropriate board shall require the ordering physician to successfully complete an 8-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses the clinical indications for the appropriate use of low-THC cannabis and medical cannabis, the appropriate cannabis delivery devices, the contraindications for such use, and the relevant state and federal laws governing the ordering, dispensing, and possessing of these substances and devices. The course and examination shall be administered at least annually. Successful completion of the course may be used by a physician to satisfy 8 hours of the continuing medical education requirements required by his or her respective board for licensure renewal. This course may be offered in a distance learning format.

(b) The appropriate board shall require the medical director of each dispensing organization to hold an active, unrestricted license as a physician under chapter 458 or as an osteopathic physician under chapter 459 and successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses appropriate safety procedures and knowledge of low-THC cannabis, medical cannabis, and cannabis delivery devices.

(c) Successful completion of the course and examination specified in paragraph (a) is required for every physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device each time such physician renews his or her license. In addition, successful completion of the course and examination specified in paragraph (b) is required for the medical director of each dispensing organization each time such physician renews his or her license.

(d) A physician who fails to comply with this subsection and who orders low-THC cannabis, medical cannabis, or a cannabis delivery device may be subject to disciplinary action under the applicable practice act and under s. 456.072(1)(k).

(5) Duties of the department.-- The department shall:

(a) Create and maintain a secure, electronic, and online compassionate use registry for the registration of physicians, patients, and the legal representatives of patients as provided under this section. The registry must be accessible to law enforcement agencies and to a dispensing organization to verify the authorization of a patient or a patient's legal representative to possess low-THC cannabis, medical cannabis, or a cannabis delivery device and record the low-THC cannabis, medical cannabis, or cannabis delivery device dispensed. The registry must prevent an active registration of a patient by multiple physicians.

(b) Authorize the establishment of five dispensing organizations to ensure reasonable statewide accessibility and availability as necessary for patients registered in the compassionate use registry and who are ordered low-THC cannabis, medical cannabis, or a cannabis delivery device under this section, one in each of the following regions: northwest Florida, northeast Florida, central Florida, southeast Florida, and southwest Florida. The department shall develop an application form and impose an initial application and biennial renewal fee that is sufficient to cover the costs of

administering this section. An applicant for approval as a dispensing organization must be able to demonstrate:

1. The technical and technological ability to cultivate and produce low-THC cannabis. The applicant must possess a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to [s. 581.131](#) that is issued for the cultivation of more than 400,000 plants, be operated by a nurseryman as defined in [s. 581.011](#), and have been operated as a registered nursery in this state for at least 30 continuous years.
2. The ability to secure the premises, resources, and personnel necessary to operate as a dispensing organization.
3. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
4. An infrastructure reasonably located to dispense low-THC cannabis to registered patients statewide or regionally as determined by the department.
5. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financials to the department. Upon approval, the applicant must post a \$5 million performance bond. However, upon a dispensing organization's serving at least 1,000 qualified patients, the dispensing organization is only required to maintain a \$2 million performance bond.
6. That all owners and managers have been fingerprinted and have successfully passed a level 2 background screening pursuant to [s. 435.04](#).
7. The employment of a medical director to supervise the activities of the dispensing organization.

(c) Upon the registration of 250,000 active qualified patients in the compassionate use registry, approve three dispensing organizations, including, but not limited to, an applicant that is a recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011), and a member of the Black Farmers and Agriculturalists Association, which must meet the requirements of subparagraphs (b)2.-7. and demonstrate the technical and technological ability to cultivate and produce low-THC cannabis.

(d) Allow a dispensing organization to make a wholesale purchase of low-THC cannabis or medical cannabis from, or a distribution of low-THC cannabis or medical cannabis to, another dispensing organization.

(e) Monitor physician registration and ordering of low-THC cannabis, medical cannabis, or a cannabis delivery device for ordering practices that could facilitate unlawful diversion or misuse of low-THC cannabis, medical cannabis, or a cannabis delivery device and take disciplinary action as indicated.

(6) Dispensing organization.--An approved dispensing organization must, at all times, maintain compliance with the criteria demonstrated for selection and approval as a dispensing organization under subsection (5) and the criteria required in this subsection.

(a) When growing low-THC cannabis or medical cannabis, a dispensing organization:

1. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to [s. 487.042](#).
2. Must grow low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from any other plant.
3. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state, notify the Department of Agriculture and Consumer Services within 10 calendar days after a determination that a plant is infested or infected by such plant pest, and implement and maintain phytosanitary policies and procedures.
4. Must perform fumigation or treatment of plants, or the removal and destruction of infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

(b) When processing low-THC cannabis or medical cannabis, a dispensing organization must:

1. Process the low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from other plants or products.
2. Test the processed low-THC cannabis and medical cannabis before they are dispensed. Results must be verified and signed by two dispensing organization employees. Before dispensing low-THC cannabis, the dispensing organization must determine that the test results indicate that the low-THC cannabis meets the definition of low-THC cannabis and, for medical cannabis and low-THC cannabis, that all medical cannabis and low-THC cannabis is safe for human consumption and free from contaminants that are unsafe for human consumption. The dispensing organization must retain records of all testing and samples of each homogenous batch of cannabis and low-THC cannabis for at least 9 months. The dispensing organization must contract with an independent testing laboratory to perform audits on the dispensing organization's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the low-THC cannabis or medical cannabis meets the requirements of this section and that the medical cannabis and low-THC cannabis is safe for human consumption.
3. Package the low-THC cannabis or medical cannabis in compliance with the United States Poison Prevention Packaging Act of 1970, [15 U.S.C. ss. 1471 et seq.](#)
4. Package the low-THC cannabis or medical cannabis in a receptacle that has a firmly affixed and legible label stating the following information:
 - a. A statement that the low-THC cannabis or medical cannabis meets the requirements of subparagraph 2.;
 - b. The name of the dispensing organization from which the medical cannabis or low-THC cannabis originates; and
 - c. The batch number and harvest number from which the medical cannabis or low-THC cannabis originates.

5. Reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of testing pursuant to the audit required under subparagraph 2.

(c) When dispensing low-THC cannabis, medical cannabis, or a cannabis delivery device, a dispensing organization:

1. May not dispense more than a 45-day supply of low-THC cannabis or medical cannabis to a patient or the patient's legal representative.

2. Must have the dispensing organization's employee who dispenses the low-THC cannabis, medical cannabis, or a cannabis delivery device enter into the compassionate use registry his or her name or unique employee identifier.

3. Must verify in the compassionate use registry that a physician has ordered the low-THC cannabis, medical cannabis, or a specific type of a cannabis delivery device for the patient.

4. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a physician-ordered cannabis delivery device required for the medical use of low-THC cannabis or medical cannabis, while dispensing low-THC cannabis or medical cannabis.

5. Must verify that the patient has an active registration in the compassionate use registry, the patient or patient's legal representative holds a valid and active registration card, the order presented matches the order contents as recorded in the registry, and the order has not already been filled.

6. Must, upon dispensing the low-THC cannabis, medical cannabis, or cannabis delivery device, record in the registry the date, time, quantity, and form of low-THC cannabis or medical cannabis dispensed and the type of cannabis delivery device dispensed.

(d) To ensure the safety and security of its premises and any off-site storage facilities, and to maintain adequate controls against the diversion, theft, and loss of low-THC cannabis, medical cannabis, or cannabis delivery devices, a dispensing organization shall:

1. a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; or

b. Maintain a video surveillance system that records continuously 24 hours each day and meets at least one of the following criteria:

(I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms;

(II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points;

(III) Recorded images must clearly and accurately display the time and date; or

(IV) Retain video surveillance recordings for a minimum of 45 days or longer upon the request of a law enforcement agency.

2. Ensure that the organization's outdoor premises have sufficient lighting from dusk until dawn.
3. Establish and maintain a tracking system approved by the department that traces the low-THC cannabis or medical cannabis from seed to sale. The tracking system shall include notification of key events as determined by the department, including when cannabis seeds are planted, when cannabis plants are harvested and destroyed, and when low-THC cannabis or medical cannabis is transported, sold, stolen, diverted, or lost.
4. Not dispense from its premises low-THC cannabis, medical cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.
5. Store low-THC cannabis or medical cannabis in a secured, locked room or a vault.
6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times.
7. Require each employee to wear a photo identification badge at all times while on the premises.
8. Require each visitor to wear a visitor's pass at all times while on the premises.
9. Implement an alcohol and drug-free workplace policy.
10. Report to local law enforcement within 24 hours after it is notified or becomes aware of the theft, diversion, or loss of low-THC cannabis or medical cannabis.

(e) To ensure the safe transport of low-THC cannabis or medical cannabis to dispensing organization facilities, independent testing laboratories, or patients, the dispensing organization must:

1. Maintain a transportation manifest, which must be retained for at least 1 year.
2. Ensure only vehicles in good working order are used to transport low-THC cannabis or medical cannabis.
3. Lock low-THC cannabis or medical cannabis in a separate compartment or container within the vehicle.
4. Require at least two persons to be in a vehicle transporting low-THC cannabis or medical cannabis, and require at least one person to remain in the vehicle while the low-THC cannabis or medical cannabis is being delivered.
5. Provide specific safety and security training to employees transporting or delivering low-THC cannabis or medical cannabis.

(7) Department authority and responsibilities.--

(a) The department may conduct announced or unannounced inspections of dispensing organizations to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a dispensing organization upon complaint or notice provided to the department that the dispensing organization has dispensed low-THC cannabis or medical cannabis containing any mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each dispensing organization to evaluate the dispensing organization's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The department may enter into interagency agreements with the Department of Agriculture and Consumer Services, the Department of Business and Professional Regulation, the Department of Transportation, the Department of Highway Safety and Motor Vehicles, and the Agency for Health Care Administration, and such agencies are authorized to enter into an interagency agreement with the department, to conduct inspections or perform other responsibilities assigned to the department under this section.

(e) The department must make a list of all approved dispensing organizations and qualified ordering physicians and medical directors publicly available on its website.

(f) The department may establish a system for issuing and renewing registration cards for patients and their legal representatives, establish the circumstances under which the cards may be revoked by or must be returned to the department, and establish fees to implement such system. The department must require, at a minimum, the registration cards to:

1. Provide the name, address, and date of birth of the patient or legal representative.
2. Have a full-face, passport-type, color photograph of the patient or legal representative taken within the 90 days immediately preceding registration.
3. Identify whether the cardholder is a patient or legal representative.
4. List a unique numeric identifier for the patient or legal representative that is matched to the identifier used for such person in the department's compassionate use registry.
5. Provide the expiration date, which shall be 1 year after the date of the physician's initial order of low-THC cannabis or medical cannabis.
6. For the legal representative, provide the name and unique numeric identifier of the patient that the legal representative is assisting.
7. Be resistant to counterfeiting or tampering.

(g) The department may impose reasonable fines not to exceed \$10,000 on a dispensing organization for any of the following violations:

1. Violating this section, [s. 499.0295](#), or department rule.
 2. Failing to maintain qualifications for approval.
 3. Endangering the health, safety, or security of a qualified patient.
 4. Improperly disclosing personal and confidential information of the qualified patient.
 5. Attempting to procure dispensing organization approval by bribery, fraudulent misrepresentation, or extortion.
 6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a dispensing organization.
 7. Making or filing a report or record that the dispensing organization knows to be false.
 8. Willfully failing to maintain a record required by this section or department rule.
 9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.
 10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a dispensing organization.
 11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a dispensing organization.
 12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a dispensing organization suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.
 13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.
- (h) The department may suspend, revoke, or refuse to renew a dispensing organization's approval if a dispensing organization commits any of the violations in paragraph (g).
- (i) The department shall renew the approval of a dispensing organization biennially if the dispensing organization meets the requirements of this section and pays the biennial renewal fee.
- (j) The department may adopt rules necessary to implement this section.

(8) Preemption.--

- (a) All matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations are preempted to the state.

(b) A municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries. A county may determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county.

(9) Exceptions to other laws.--

(a) Notwithstanding [s. 893.13](#), [s. 893.135](#), [s. 893.147](#), or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's legal representative may purchase and possess for the patient's medical use up to the amount of low-THC cannabis or medical cannabis ordered for the patient, but not more than a 45-day supply, and a cannabis delivery device ordered for the patient.

(b) Notwithstanding [s. 893.13](#), [s. 893.135](#), [s. 893.147](#), or any other provision of law, but subject to the requirements of this section, an approved dispensing organization and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device. For purposes of this subsection, the terms "manufacture," "possession," "deliver," "distribute," and "dispense" have the same meanings as provided in [s. 893.02](#).

(c) Notwithstanding [s. 893.13](#), [s. 893.135](#), [s. 893.147](#), or any other provision of law, but subject to the requirements of this section, an approved independent testing laboratory may possess, test, transport, and lawfully dispose of low-THC cannabis or medical cannabis as provided by department rule.

(d) An approved dispensing organization and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device.

(e) An approved dispensing organization that continues to meet the requirements for approval is presumed to be registered with the department and to meet the regulations adopted by the department or its successor agency for the purpose of dispensing medical cannabis or low-THC cannabis under Florida law. Additionally, the authority provided to a dispensing organization in [s. 499.0295](#) does not impair the approval of a dispensing organization.

(f) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Credits

Added by [Laws 2014, c. 2014-157, § 2, eff. June 16, 2014](#). Amended by [Laws 2016, c. 2016-123, § 1, eff. March 25, 2016](#); [Laws 2016, c. 2016-145, § 24, eff. July 1, 2016](#).

West's F. S. A. § 381.986, FL ST § 381.986

Current with chapters from the 2016 2nd
Regular Session of the 24th Legislature in
effect through July 1, 2016**End of Document**

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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: Richard Lorber, AICP, Community Development Director
Sarah Johnston, Deputy City Attorney
Justin Proffitt, AICP, Planning and Zoning Manager

DATE: Tuesday, November 1, 2016

RE: Ordinance 2016-14 First Reading by Title Only (Richard Lorber AICP, Community Development Director)

BACKGROUND ANALYSIS:

In 2014, the Florida Legislature adopted the Compassionate Medical Cannabis Act of 2014 (“Act”), the Act provided for the limited use of low-THC, a special strain of marijuana used to treat epileptic seizures, cancer, amyotrophic lateral sclerosis (ALS), and other serious diseases. In 2016, the Florida Legislature slightly expanded the Act, allowing for the use of other types of medical marijuana for terminally ill patients.

Fla. Stat. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, provides for medical use of low-THC and cannabis for very limited medical conditions and pre-empts local regulation of cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations. The law expressly provides “a municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries.”

“A municipality cannot forbid what legislature has expressly licensed, authorized or required, nor may it authorize what legislature has expressly forbidden. For [a] municipal ordinance to prohibit that which is allowed by general laws of state, there must be an express legislative grant by state to the municipality authorizing such prohibition.” Rinzler v. Carson, 262 So. 2d 661 (Fla. 1972). See also, Miller Enterprises, Inc. v. City of South Daytona, 364 So. 2d 513 (Fla. 1st DCA 1978)

which held that a city cannot prohibit, under its general or special police power, an act that is declared by general legislative enactment to be lawful throughout the state.

“Local ordinance which supplements a statute's restriction of rights may coexist with that statute, whereas an ordinance which countermands rights provided by statute must fail.” City of Miami Beach v. Rocio Corp., 404 So. 2d 1066 (Fla. 3rd DCA 1981)

In consideration of the express language of Fla. Stat. § 381.986 and controlling case law, the proposed changes allow for conditional use approval of medical marijuana dispensaries subject to meeting location, operation, and use criteria.

The proposed ordinances amend Chapter 24 *Zoning and Land Development Code*, Chapter 21 *Health*, and Chapter 12 *Local Business Tax Receipts and Regulations* to provide the conditions and requirements for the permitted locations, licensure, use, and operation of medical marijuana dispensaries and are presented for approval.

The Planning and Zoning Board reviewed the proposed changes to Chapter 24 and recommend approval by a vote of 6 to 0.

Included below is a summary of the proposed amendments as well as a summary of the requirements provided in F.S.A. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, and Florida Administrative Code Rule 64-4.002, *Initial Application Requirements for Dispensing Organizations*.

Chapter 24 *Zoning and Land Development Code* amendment will provide for Conditional Use criteria for medical marijuana dispensaries to include:

- No detriment created for persons/property;
- Parking demand must be met and traffic/parking study shall be completed;
- Distance separations between any school, day care center, place of worship, drug/alcohol rehab service, bars, lounges, package liquor store, any other medical marijuana treatment center, medical marijuana dispensary or residential zoned property;
- Prohibited within the CRA;
- No queuing of vehicles;
- No drive-thru service allowed;
- The City Council may include additional conditions not in conflict with State Law deemed necessary for the health, safety, and welfare of the City.

Chapter 12 *Local Business Tax Receipts and Regulations* and Chapter 21 *Health* shall provide licensure for medical marijuana dispensaries subject to meeting the below criteria:

Applications for licensure shall include:

- Name and address of applicant (owners), managers and dispensary owners;
- Statement of whether applicant has ever been denied for application, had a license revoked;
- Proof of ownership/approval of property owner to operate the facility;

- Must provide an operating plan with description of products and services, floor plan, security plan, area map of a ¼ mile radius;
- Approval is subject to compliance with the Zoning and Land Use Code; and
- Failure to fully comply with applicable laws and/or false/incomplete information shall result in revocation.

Requirements for operation shall include:

- No marijuana shall be consumed on the premises;
- No person under the age of 18 (unless qualified by state and accompanied by a parent) is allowed on the premises;
- Name and contact of owners shall be posted conspicuously on the premises;
- Any storage, processing, display, sales, or distribution shall not be visible from the exterior;
- Hours of operation will be restricted to 7am-7pm Mon-Sat and 12pm-5pm on Sun;
- Off-site delivery and sales shall be prohibited;
- The only permitted managers and owners shall be registered;
- The centers cannot direct or encourage standing, sitting, or loitering outside of business;
- Inspection of premises to insure compliance with all laws;
- The delivery hours and hours of operation;
- Changes to the premises shall require prior written consent; and
- Security requirements.

Fla. Stat. § 381.986, *Compassionate Use of Low-THC and Medical Cannabis*, and Florida Administrative Code Rule 64-4.002, *Initial Application Requirements for Dispensing Organizations* include extensive requirements for Dispensing Organizations. The Dispensing Organizations will be approved by the State of Florida to have cultivation facilities, processing facilities, and/or dispensing facilities subject to specific standards and requirements-some of those are listed below;

- Initial application fee \$60,063;
- Experience cultivating plants (30 years and ability to grow 400,000 plants);
- All owners and managers shall be fingerprinted and successfully passed a level 2 background screening;
- Provide the name and unique employee identifier for employees who dispense low-THC and/or medical marijuana;
- May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers;
- Must maintain fully operation security alarm system (with motion detectors, panic and hold up switches, etc.) and video surveillance recording 24 hours a day;
- Sufficient outdoor lighting;
- Require visitor's passes at all times;
- Subject to routine and unannounced inspections;
- Comply with local zoning, sanitation, and waste

- disposal requirements;
- Provide sketch/illustration of property boundaries, land topography, easements, roadways, etc;
- Certified financial reports to show ability to maintain operations for a minimum of 2-years;
- Ability to post a \$5 million bond for the 2-year approval cycle; and
- Revocation for failure to comply with the requirements.

Staff and the City Attorney’s Office are monitoring the legislation in Florida and the Country for the last two years and recommends the City’s Code be amended to address the recent Low THC cannabis legislation and in anticipation of the upcoming Constitutional Amendment on the November 8, 2016 ballot, which, if approved will allow for broader use of Low THC cannabis and Medical Marijuana.

The proposed changes are consistent with existing and proposed changes to Florida Law and incorporate those provisions and standards which were successful in cities across the Country.

RECOMMENDATION: The ordinance was unanimously approved by the Planning and Zoning Board at their October 26, 2016 by a vote of 6 to 0. Community Development Department staff recommends **APPROVAL** of the ordinance on first reading.

FISCAL/BUDGETARY IMPACT: No impact for the current fiscal year.

ATTACHMENTS:

▢ Community Development Staff Report
▢ 500ft & 1,000ft Distance Separation Map (Staff Recommended Separations)
▢ 500ft & 1,500ft Distance Separation Map
▢ 500ft Distance Separation Map
▢ Ordinance 2016-14



City of North Miami Beach, Florida

Community Development Department

CITY COUNCIL STAFF REPORT

TO: Mayor and City Council

VIA: Richard Lorber, AICP, Community Development Director

FROM: Justin Proffitt, AICP, Planning & Zoning Manager

DATE: November 1, 2016

RE: Zoning & Land Development Code Text Amendment – Medical Marijuana Ordinance.

Request

The applicant, City of North Miami Beach, proposes an ordinance to provide the conditions and requirements for the regulation of Medical Marijuana Dispensaries and Medical Marijuana Treatment Centers.

Background

In 2014, the Florida Legislature adopted the Compassionate Medical Cannabis Act providing for the medical use of medical marijuana and low-THC cannabis for very limited medical conditions. The Act authorizes the ordering of low-THC cannabis by doctors licensed under Chapter 458 and Chapter 459 of Florida Statutes for their qualified patients. The rules and regulations pertaining to the medical use of, marijuana and low-THC cannabis were created by the Florida Department of Health. Eligible patients must suffer from cancer or a physical medical condition that chronically produces symptoms of seizures, or severe and persistent muscle spasms, or to alleviate symptoms of such, if no other satisfactory alternative treatment options exist for the patient and other specific requirements have been met.

The law, as amended in 2016, provides for a preemption regarding any regulation of the cultivation and processing of medical or low-THC cannabis by dispensing organizations and expressly provides that “a municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries.” Essentially, this means that no municipality can prohibit these businesses entirely,

but may adopt reasonable zoning regulations that control the number, location, and establish operational standards that do not conflict with state law.

Planning and Zoning Department Analysis

The City Attorney's Office and Community Development staff have been monitoring the evolution of legislation nationally, in Florida, and in Miami-Dade County for the last two years. City staff believes now is the time to amend the City's Code to address the recent Medical Marijuana and Low THC cannabis legislation, and in anticipation of the upcoming Constitutional Amendment on the November 8, 2016 ballot, which may provide for broader use of Low THC cannabis and Medical Marijuana.

The proposed code changes include amending Chapter 24, Zoning and Land Development Code, Chapter 12, Local Business Tax Receipts (BTR) and Chapter 21, Health Regulations. The new regulations will provide for medical marijuana dispensaries and treatment centers as conditional uses subject to very stringent application, distance separations, and operational standards in the B-2, B-4, and B-5 zoning districts.

The distance separations in the attached maps show three scenarios with a range of separations of dispensaries/treatment centers from sensitive uses (residential, drug/alcohol rehab service, schools, day care facilities, places of worship, and bars/package liquor stores). The purpose of these maps is to determine a reasonable and fair amount of locations that a dispensary/treatment center could establish itself throughout the city, but also maintain an adequate separation from the sensitive uses. Three maps were created showing each scenario: 1) 500 feet from residential and 1,000 feet from all of the other sensitive uses; 2) 500ft from residential and 1,500 feet from all of the other sensitive uses; and 3) 500ft across the board from all the sensitive uses. It was determined that map one (500ft, 1,000ft) provided the appropriate balance between a reasonable and fair amount of permitted locations and an adequate separation from sensitive uses. In addition to the separation of dispensaries/treatment centers from sensitive uses, there will also be a separation of 2,500ft from other dispensaries/treatment centers.

Zoning Requirements Summary

Chapter 24 Zoning and Land Development Code amendment will provide for Conditional Use criteria for medical marijuana dispensaries and treatment centers to include:

- No detriment created for persons/property;
- Parking demand must be met and traffic/parking study shall be completed;
- Distance separations between any school, day care center, place of worship, drug/alcohol rehab service, bars, lounges, package liquor store, any other medical marijuana treatment center, medical marijuana dispensary or residential zoned property;
- Prohibited within the CRA;

- No queuing of vehicles;
- No drive-thru service allowed;
- The City Council may include additional conditions not in conflict with State Law deemed necessary for the health, safety, and welfare of the City.

Business Operation, BTR, and Health Requirements (By separate ordinance)

Chapter 12 Local Business Tax Receipts and Regulations and Chapter 21 Health shall provide licensure for medical marijuana dispensaries subject to meeting the below criteria:

Applications for licensure shall include:

- Name and address of applicant (owners), managers and dispensary owners;
- Statement of whether applicant has ever been denied for application, had a license revoked;
- Proof of ownership/approval of property owner to operate the facility;
- Must provide an operating plan with description of products and services, floor plan, security plan, area map of a ¼ mile radius;
- Approval is subject to compliance with the Zoning and Land Use Code; and
- Failure to fully comply with applicable laws and/or false/incomplete information shall result in revocation.

Requirements for operation shall include:

- No marijuana shall be consumed on the premises;
- No person under the age of 18 (unless qualified by state and accompanied by a parent) is allowed on the premises;
- Name and contact of owners shall be posted conspicuously on the premises;
- Any storage, processing, display, sales, or distribution shall not be visible from the exterior;
- Hours of operation will be restricted to 7am-7pm Mon-Sat and 12pm-5pm on Sun;
- Off-site delivery and sales shall be prohibited;
- The only permitted managers and owners shall be registered;
- The centers cannot direct or encourage standing, sitting, or loitering outside of business;
- Inspection of premises to insure compliance with all laws;
- The delivery hours and hours of operation;
- Changes to the premises shall require prior written consent; and
- Security requirements.

The proposed ordinance is consistent with existing and proposed changes to Florida Law and incorporates those provisions and standards which were successful in Cities across the Country.

Planning and Zoning Board Recommendation:

The ordinance was **unanimously approved** by the Planning and Zoning Board at their October 26, 2016 by a vote of 6 to 0.

Community Development Department Recommendation:

Community Development Department staff recommends **APPROVAL** of the ordinance on first reading.

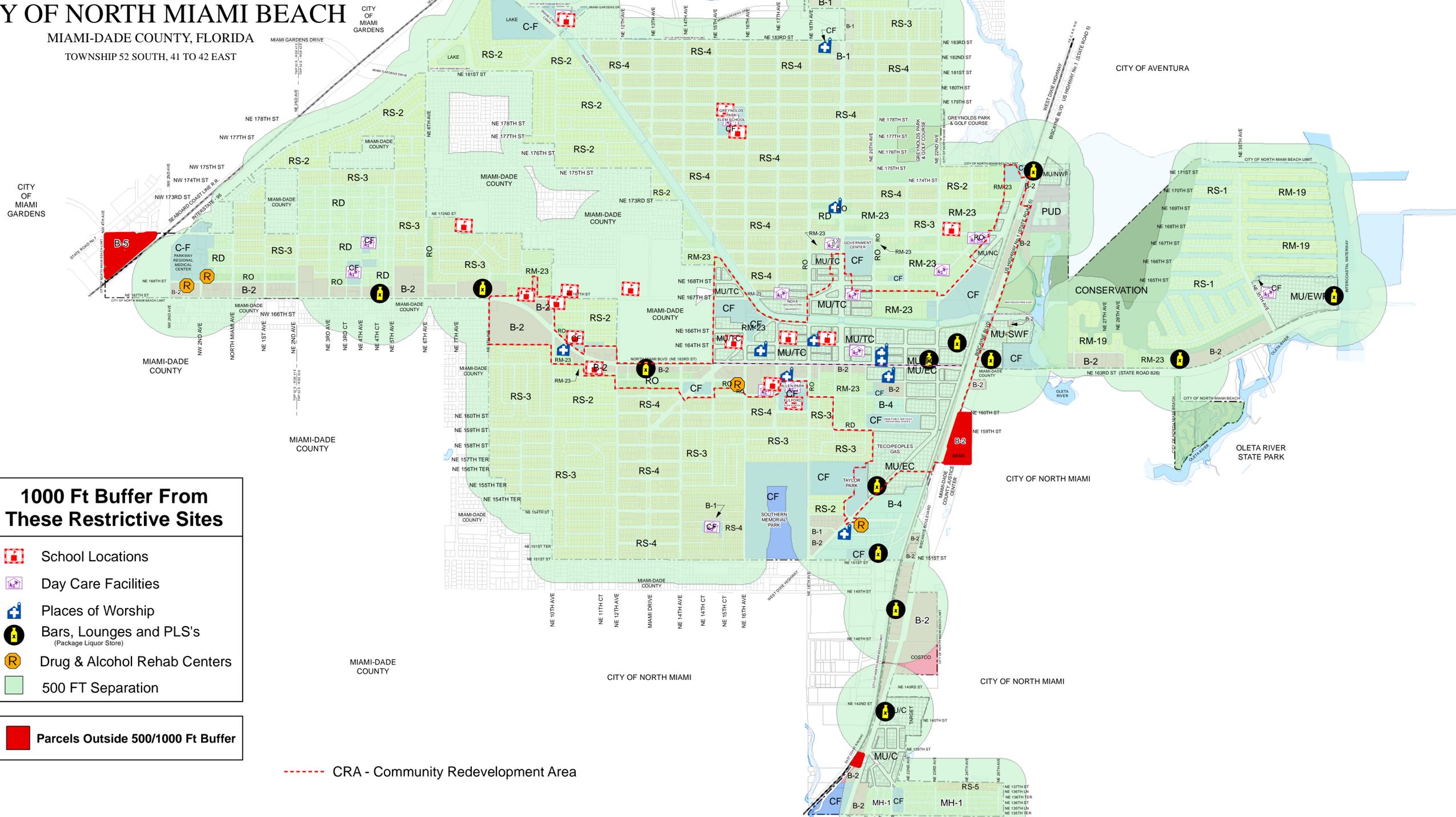
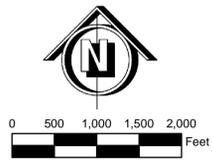
Attachment(s):

- Chapter 24 – Zoning & Land Development Code Medical Marijuana Draft Ordinance.
- 500ft & 1,000ft Distance Separation Map (Staff Recommended Separations).
- 500ft & 1,500ft Distance Separation Map
- 500ft Distance Separation Map



500 FT RESIDENTIAL AND 1000 FT RESTRICTIVE SITE SEPARATION FOR MEDICAL MARIJUANA DISPENSARIES CITY OF NORTH MIAMI BEACH

MIAMI-DADE COUNTY, FLORIDA
TOWNSHIP 52 SOUTH, 41 TO 42 EAST



1000 Ft Buffer From These Restrictive Sites

- School Locations
- Day Care Facilities
- Places of Worship
- Bars, Lounges and PLS's (Package Liquor Store)
- Drug & Alcohol Rehab Centers
- 500 FT Separation

Parcels Outside 500/1000 Ft Buffer

----- CRA - Community Redevelopment Area

**NOTICE: THE ACCURACY OF THIS MAP IS NOT WARRANTED.
CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT
FOR A ZONING MAP DETERMINATION AT (305) 948-2966**

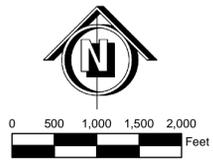
REVISED BY: COMMUNITY DEVELOPMENT DEPT. JULY 12, 2016
MAP REPRINTED: JULY 12, 2016

DRAWN BY: D BLALOCK - GIS Manager
DATE CREATED: 06/21/2016
REVISED: 10/25/2016
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500 FT RESIDENTIAL AND 1500 FT RESTRICTIVE SITE SEPARATION FOR MEDICAL MARIJUANA DISPENSARIES CITY OF NORTH MIAMI BEACH

MIAMI-DADE COUNTY, FLORIDA
TOWNSHIP 52 SOUTH, 41 TO 42 EAST



CITY OF MIAMI GARDENS

CITY OF MIAMI GARDENS

CITY OF AVENTURA

CITY OF NORTH MIAMI

CITY OF NORTH MIAMI

1500 Ft Buffer From These Restrictive Sites

- School Locations
- Day Care Facilities
- Places of Worship
- Bars, Lounges and PLS's (Package Liquor Store)
- Drug & Alcohol Rehab Centers
- 500 FT Separation

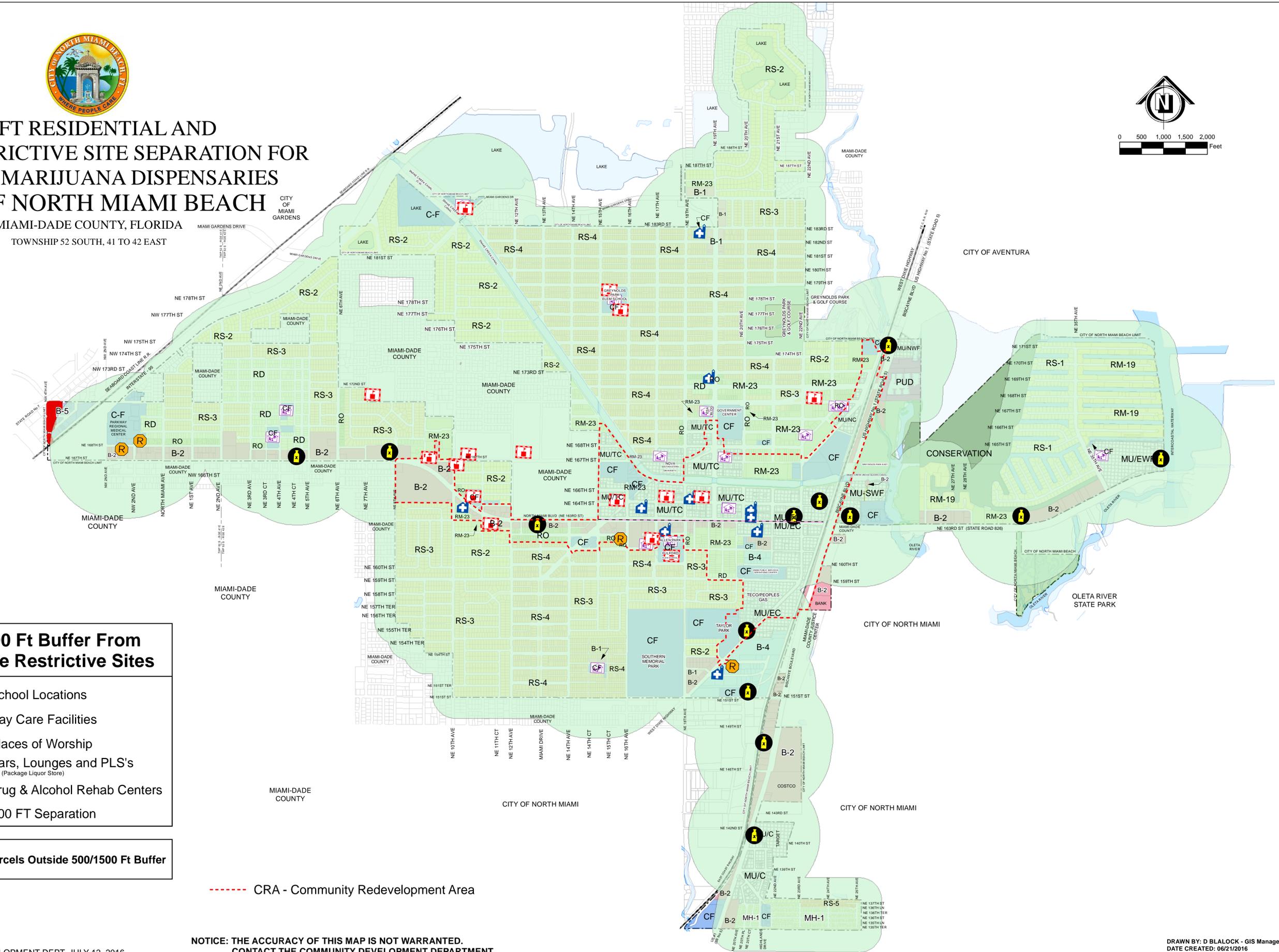
Parcels Outside 500/1500 Ft Buffer

----- CRA - Community Redevelopment Area

**NOTICE: THE ACCURACY OF THIS MAP IS NOT WARRANTED.
CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT
FOR A ZONING MAP DETERMINATION AT (305) 948-2966**

REVISED BY: COMMUNITY DEVELOPMENT DEPT. JULY 12, 2016
MAP REPRINTED: JULY 12, 2016

DRAWN BY: D BLALOCK - GIS Manager
DATE CREATED: 06/21/2016
REVISED: 07/26/2016
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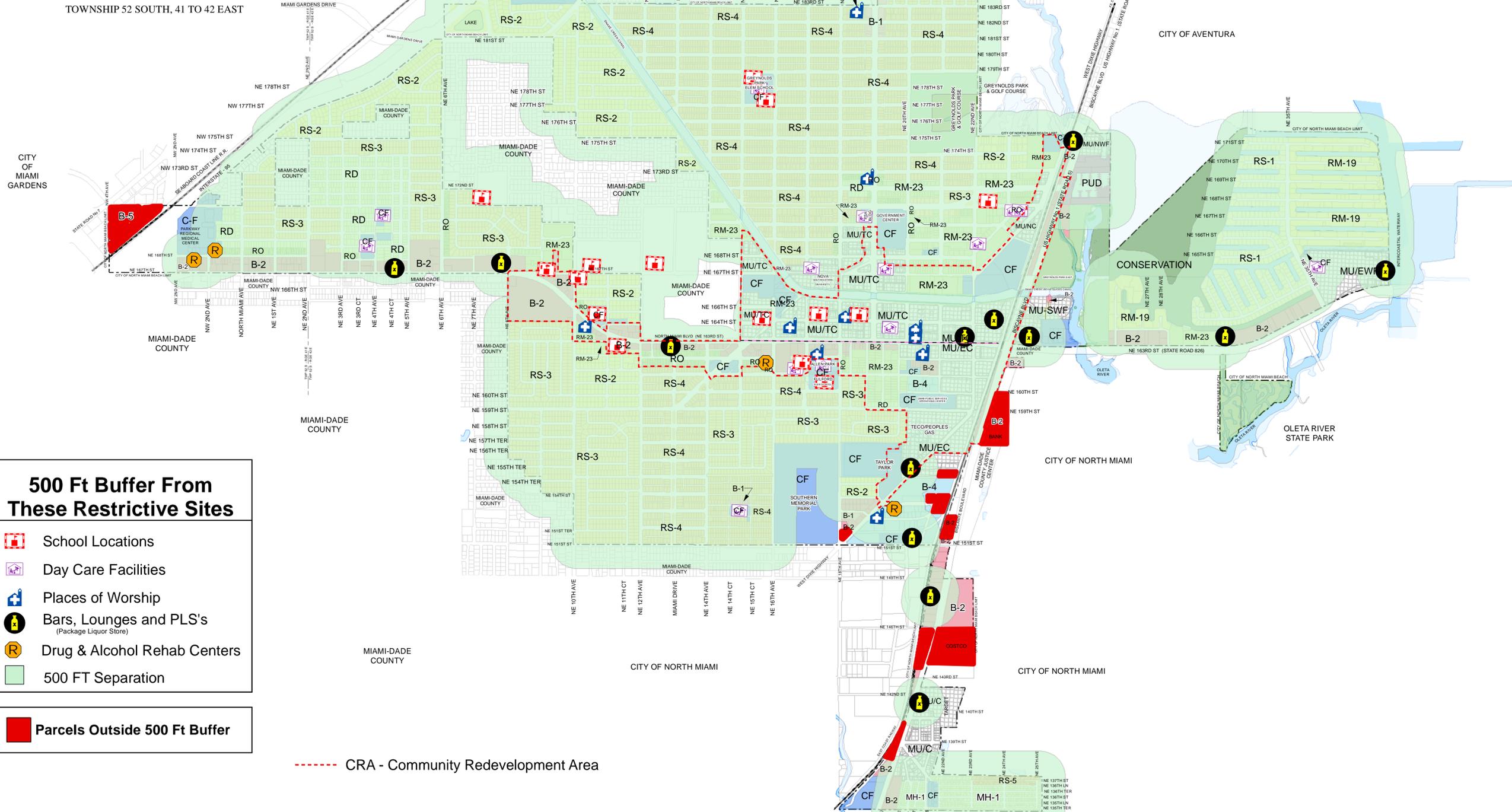
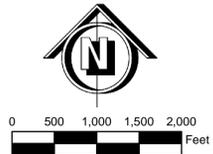




500 FT SEPARATION FOR MEDICAL MARIJUANA DISPENSARIES

CITY OF NORTH MIAMI BEACH

MIAMI-DADE COUNTY, FLORIDA
TOWNSHIP 52 SOUTH, 41 TO 42 EAST



500 Ft Buffer From These Restrictive Sites

- School Locations
- Day Care Facilities
- Places of Worship
- Bars, Lounges and PLS's (Package Liquor Store)
- Drug & Alcohol Rehab Centers
- 500 FT Separation

Parcels Outside 500 Ft Buffer

----- CRA - Community Redevelopment Area

NOTICE: THE ACCURACY OF THIS MAP IS NOT WARRANTED.
CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT
FOR A ZONING MAP DETERMINATION AT (305) 948-2966

ORDINANCE NO. 2016-14

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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, *Florida Statutes*, provides municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Section 381.986(8)(b), *Florida Statutes*, provides that “A municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries.”; and

WHEREAS, on November 8, 2016, Florida voters will be considering the approval of Constitutional Amendment Number 2, *Use of Marijuana for Debilitating Medical Conditions*, which allows for the broader use of medical marijuana for individuals with debilitating medical conditions within the State; and

WHEREAS, significant safety and security concerns have been documented in states where medical marijuana dispensaries (“MMD”) and medical marijuana treatment centers (“MMTC”) are permitted; and

WHEREAS, MMD and MMTC’s are inherently attractive targets for criminals and criminal activity, it is essential for the City to limit the permissible scope and regulate such uses to ensure their compatibility with surrounding businesses, the community, and to protect the public health, safety, and welfare; and

ORDINANCE NO. 2016-14

WHEREAS, Conditional Uses are defined as a use, which when specifically listed as such within the use district regulations, may be permitted with certain stipulated conditions that will serve to insure that said use will assimilate properly into its surrounding neighborhood without deleterious effects; 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 recommend approval by a vote of 6 to 0; and

WHEREAS, the Mayor and City Council find 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 Mayor and City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. Article II of the City of North Miami Beach Zoning and Land Development Code, entitled “*Definitions*”, is amended as follows:

ARTICLE II. DEFINITIONS

Sec. 24-22 Definitions.

* * *
Marijuana has the meaning given cannabis in Section 893.02(3), *Florida Statutes*, as amended and in addition, “Low-THC cannabis” as defined in Section 381.986(1)(e), *Florida Statutes*, as amended, shall also be included in the meaning of the term “marijuana”.

* * *
Medical Marijuana Treatment Center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the Department of Health or its successor agency.

* * *
Medical Marijuana Dispensary means a business that sells or otherwise distributes marijuana through one (1) or more primary caregivers to six (6) or more patients for medical use, along with any cultivation of marijuana associated with such sale or distribution. The term "medical marijuana dispensary" shall not include any person or entity that distributes marijuana for medical use exclusively to five (5) or fewer patients, and shall not include the private possession and medical use of marijuana by an individual patient or caregiver to the extent permitted by any applicable state of Florida law or regulation.

* * *

Section 3. Article V of the City of North Miami Beach Zoning and Land Development Code, entitled “*Zoning Use Districts*”, is amended as follows:

Sec. 24-52 B-2 General Business District.

* * *

(C) *Uses Permitted Conditionally.*

* * *

(17) Medical Marijuana Dispensaries/Medical Marijuana Treatment Centers. When considering an application for medical marijuana dispensaries/medical marijuana treatment centers the approving body must consider the conditional use criteria listed below, in addition to that criteria listed in Section 24-175 *Conditional Uses*. The approving body may deny the request, approve the request, or approve the request subject to conditions. The approving body may assign additional conditions and safeguards as deemed necessary:

- a. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.
- b. Any parking demand created by a medical marijuana dispensary/medical marijuana treatment center shall not exceed the parking spaces located or allocated on site, as required by the City’s parking regulations. An applicant shall be required to demonstrate, with a current traffic and parking study prepared by a certified professional, that on-site traffic and parking attributable to the medical marijuana dispensary/medical marijuana treatment center will be sufficient to accommodate the traffic and parking demands generated by the medical marijuana dispensary/medical marijuana treatment center.
- c. No medical marijuana dispensary/medical marijuana treatment center shall be located within five hundred (500) feet of any residentially zoned property, as further defined herein. No medical marijuana dispensary/medical marijuana treatment center shall be located within one thousand (1,000) feet of any school, day care center, place of worship, drug/alcohol rehabilitation service, bars, lounges, or package liquor stores, as further defined herein. No medical marijuana dispensary/medical marijuana treatment center shall be located within twenty-five hundred (2,500) feet of any other medical marijuana dispensary/medical marijuana treatment center as defined herein. Distances shall be measured by drawing a straight between the closest point of the medical marijuana dispensary/medical marijuana treatment center structure to the closest property line of edge of leased space, whichever is closer, of the school, day care center, place of worship, residentially zoned property, or other medical marijuana dispensary/medical marijuana treatment center.
- d. Medical Marijuana dispensaries/medical marijuana treatment centers shall not be permitted within the legal boundaries defined as the Community Redevelopment Agency (CRA) for the City of North Miami Beach.
- e. Medical marijuana dispensaries/medical marijuana treatment centers shall ensure that there is no queuing of vehicles in the rights-of-way.
- f. No medical marijuana dispensaries/medical marijuana treatment centers shall have a drive-through or drive service aisle.
- g. Medical marijuana dispensaries/medical marijuana treatment centers shall be appear before the City Council for annual progress reports prior to the issuance of business tax receipts and/or renewals.
- h. Medical marijuana dispensaries/medical marijuana treatment centers shall, at all times, be in compliance with federal and state regulations, Miami-Dade County Code of Ordinances, and the City of North Miami Beach Code of Ordinances, as may be amended.

* * *

Section 4. Article V of the City of North Miami Beach Zoning and Land Development Code, entitled “*Zoning Use Districts*”, is amended as follows:

Sec. 24-54 B-4 Distribution Business and Light Industrial District.

* * *

(C) *Uses Permitted Conditionally.*

* * *

(13) Medical Marijuana Dispensaries/Medical Marijuana Treatment Centers. When considering an application for medical marijuana dispensaries/medical marijuana treatment centers the approving body must consider the conditional use criteria listed in Section 24-52 B-2 *General Business District*, in addition to that criteria listed in Section 24-175 *Conditional Uses*. The approving body may deny the request, approve the request, or approve the request subject to conditions. The approving body may assign additional conditions and safeguards as deemed necessary.

* * *

Section 5. Article V of the City of North Miami Beach Zoning and Land Development Code, entitled “*Zoning Use Districts*”, is amended as follows:

Sec. 24-54.1 B-5 Distribution Business and Medium Industrial District.

* * *

(C) *Uses Permitted Conditionally.*

* * *

(11) Medical Marijuana Dispensaries/Medical Marijuana Treatment Centers. When considering an application for medical marijuana dispensaries/medical marijuana treatment centers the approving body must consider the conditional use criteria listed in Section 24-52 B-2 *General Business District*, in addition to that criteria listed in Section 24-175 *Conditional Uses*. The approving body may deny the request, approve the request, or approve the request subject to conditions. The approving body may assign additional conditions and safeguards as deemed necessary.

* * *

Section 6. 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 7. All ordinances or parts of ordinances in conflict therewith be and the same are hereby repealed.

Section 8. If any section, subsection, clause or provision of this Ordinance is held invalid, the reminder shall not be affected by such invalidity.

Section 9. 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.

APPROVED on first reading this **1st day of November, 2016.**

APPROVED AND ADOPTED on second reading this ___ **day of _____, 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 City Council.

Note: Proposed additions to existing City Code text are indicated by underline.



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:
DATE: Tuesday, November 1, 2016
RE: Tuesday, November 15, 2016

BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:

ATTACHMENTS:

None