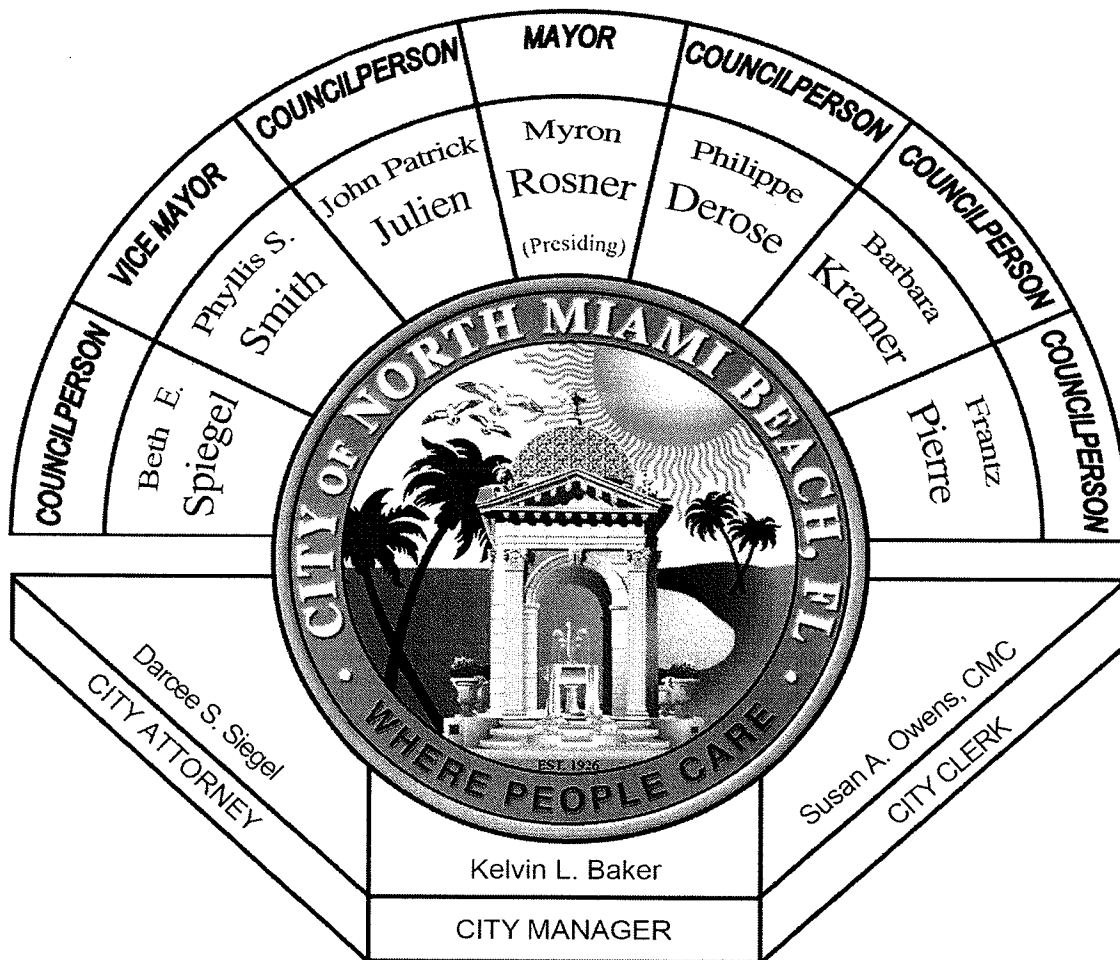


**Welcome**  
**To A Meeting of the**  
**City of North Miami Beach City Council**  
*Your City Officials*



**AGENDA**

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

DATE and TIME: TUESDAY, JANUARY 19, 2010, 7:30 P.M.

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

**NEXT REGULAR CITY COUNCIL MEETING: TUESDAY, FEBRUARY 2, 2010**

**CITY COUNCIL MEETING AGENDA**  
**JANUARY 19, 2010**

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

**2. INVOCATION** – Reverend Canon Ronald N. Fox, St. Bernard DeClairvaux Episcopal Church

**3. PLEDGE OF ALLEGIANCE**

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

**5. PRESENTATIONS**

**5.1** Swearing in of Police Sergeant Richard Rand by Mayor Myron Rosner

**5.2** Presentation of November 2009 C.A.R.E. Suggestion Award, by Vice Mayor Phyllis S. Smith and City Manager Kelvin L. Baker, to Operations Manager Jimmy Cotton for his suggestion to consider charging a \$50.00 vendors administration service fee for bid packages issued by the City to offset the cost of issuing and processing the increasing amount of submitted bids

**5.3** Presentation of the December Employee of the Month Award, by Councilman Pierre and City Manager Kelvin L. Baker, to Eddy Georges

**5.4** Presentation of the 2009 Employee of the Year Award, by Councilman Pierre and City Manager Kelvin L. Baker, to Maria Bonnier-Perez

**5.5** Presentation by Police Chief Rafael P. Hernandez and Director of Police Services Tom Carney, to Leonard Sperrazza for his 30 years of volunteer service

**6. APPOINTMENTS**

**6.1** Redevelopment Advisory Board

Mark A. Antonio (Mayor Rosner)  
Robert V. Kriebs (Councilman Derose)  
Linda Epperson (Councilwoman Smith)  
George E. Vallejo (Councilwoman Spiegel)  
Pradel Vilme (Councilman Pierre)  
Bruce Lamberto (Councilwoman Kramer)  
McKenzie Fleurimond (Councilman Julien)  
Deborah A. Scott – *as 1<sup>st</sup> Alternate* (Mayor Rosner)

**7. CONSENT AGENDA**

**7.1** December 15, 2009 Meeting Minutes

**7.2** January 5, 2010 Meeting Minutes (*Deferred*)

**7.3** Resolution No. R2010-3

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING THE 2009 AMENDED CRA PLAN, WHICH WAS APPROVED BY THE CRA AT A PUBLIC MEETING AND PREPARED IN COMPLIANCE WITH CHAPTER 163, PART III, FLORIDA STATUTES, AND WITH THE COMPREHENSIVE PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; FINDING THAT THE 2009 AMENDED CRA PLAN SUPERSEDES AND REPLACES ANY PRIOR CRA PLAN; AND DIRECTING THE CRA COORDINATOR TO FORWARD THE AMENDED PLAN TO THE MIAMI-DADE COUNTY GOVERNMENT PURSUANT TO THE PROVISIONS OF THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, FLORIDA.

**7.4 Resolution No. R2010-5**

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 PBS&J FOR PROFESSIONAL ENGINEERING SERVICES, FOR THE ARTHUR SNYDER TENNIS CENTER EXPANSION PROJECT.

**7.5 Resolution No. R2010-6**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVISED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR DISTRIBUTION, USE AND REPORTING OF CHARTER COUNTY TRANSIT SYSTEM SURTAX PROCEEDS.

**8. CITY MANAGER'S REPORT – Kelvin L. Baker**

**8.1. Census Update**

**9. CITY ATTORNEY'S REPORT – Darcee S. Siegel**

**10. CITY CLERK'S REPORT – Susan A. Owens, CMC**

**10.1 Legal Advertising**

**11. MAYOR'S DISCUSSION**

**12. 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.

#### **Notice to All Lobbyists**

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council. A copy of the applicable ordinance is available in the office of the City Clerk which is located on the ground floor of City Hall, or on the City's website.

#### **Pledge of Civility**

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution No. R2007-57, 11/06/07)

#### **13. MISCELLANEOUS ITEMS – None**

#### **14. WAIVER OF FEE – None**

#### **15. BUSINESS TAX RECEIPTS**

**15.1** Blue Light District Entertainment, LLC d/b/a Diamond's Gentleman's Club  
Leonard J. Moore, Managing Member  
337-349 NW 170 ST, North Miami Beach, FL

Applicant is requesting approval of a 4:00 A.M. TO 6:00 A.M. Extension of Hours Business Tax Receipt for an Adult Entertainment establishment. *(Initial six month approval)*

#### **16. LEGISLATION**

**Administration of Testimony Oath – None needed for this evening's proceedings**

##### **16.1** Resolution No. R2010-4

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING AND ENCOURAGING THE MIAMI-DADE COUNTY COMMISSION TO CONSIDER UTILIZING MODERN ROUNDABOUTS AS A SUBSTITUTE TO TRAFFIC LIGHTS AT INTERSECTIONS THROUGHOUT THE COUNTY.

##### **16.2** Ordinance No. R2010-2 (First Reading, by Title Only)

AN ORDINANCE AMENDING CHAPTER IX OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY THE ADOPTION AND ADDITION OF SECTION 9-30 RIGHT-OF-WAY VENDORS, PEDDLERS AND SOLICITORS; AND SECTION 9-31 AGGRESSIVE OR OBSTRUCTIVE PANHANDLING PROHIBITED; LIMITING RIGHT-OF-WAY VENDORS AND SOLICITORS ON CERTAIN CITY ROADWAYS AND INTERSECTIONS; PROHIBITING AGGRESSIVE PANHANDLING CITYWIDE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.

**16.3 Ordinance No. R2010-1 (Second and Final Reading)**

AN ORDINANCE AMENDING SECTION 2-32.2 OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ALLOWING PERSONS TO SERVE ON MORE THAN ONE CITY ADVISORY BOARD, COMMISSION OR COMMITTEE SIMULTANEOUSLY; DISALLOWING PERSONS TO SERVE ON THE CODE ENFORCEMENT BOARD, THE PLANNING AND ZONING BOARD, THE CIVIL SERVICE BOARD OR THE PUBLIC UTILITIES COMMISSION AT THE SAME TIME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

**17. CITY COUNCIL COMMITTEE REPORTS**

**18. NEXT REGULAR CITY COUNCIL MEETING** – Tuesday, February 2, 2010

**19. ADJOURNMENT**

# MINUTES

OF THE  
REGULAR  
CITY COUNCIL MEETING

DECEMBER 15, 2009



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

**DECEMBER 15, 2009 MEETING MINUTES**  
*(CNMB-CC MINUTES TAPE #431)*

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

The meeting was called to order at 7:45 P.M. Present at the meeting were Mayor Myron Rosner; Vice Mayor Frantz Pierre, Councilwomen Beth E. Spiegel, Phyllis S. Smith, and Barbara Kramer, and Councilmen John Patrick Julien and Philippe Derose. Also present were City Manager Kelvin L. Baker, City Attorney Darcee S. Siegel, and City Clerk Susan A. Owens.

**2. INVOCATION**

The invocation was given by Reverend Marta Burke of Fulford United Methodist Church.

**3. SALUTE TO THE AMERICAN FLAG**

Mayor Rosner led the City Council in the Salute to the American Flag.

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

The City Clerk announced that Item #5(E), Community Presentation, will be moved to the beginning of the agenda, Item #14(A), Ordinance No. 2009-22, is being withdrawn, Item #6(A), the November 17, 2009 Minutes, are being deferred, and Item #6(B), Resolution Nos. R2009-52A, R2009-77, and R2009-78, are being pulled from the Consent Agenda.

**Motion** made by Councilman Julien, seconded by Councilwoman Smith, to move out of order to consider Item #5(E), Community Presentation. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**5(E) COMMUNITY PRESENTATION BY COUNCILWOMAN SMITH AND MAYOR ROSNER**

A Certificate of Appreciation and a copy of the City's History Book were presented to Retired Lieutenant Al Sturtz by Councilwoman Smith and Mayor Rosner for his contributions to the City of North Miami Beach.

**5. PRESENTATIONS**

**A. SWEARING IN OF POLICE OFFICER WILLIAM HOBBS, JR. BY MAYOR MYRON ROSNER**

Swearing In was performed by Mayor Rosner.

**B. SWEARING IN OF POLICE SERGEANT NELSON REYES BY MAYOR MYRON ROSNER**

Swearing In was performed by Mayor Rosner.

**C. PRESENTATIONS, BY MAYOR MYRON ROSNER, TO OFFICER JOSE MARIN AS THE OUTSTANDING OFFICER FOR THE MONTH OF JUNE 2009, OFFICER CHRISTIAN LYSTAD AS THE OUTSTANDING OFFICER FOR THE MONTH OF JULY 2009, AND DETECTIVE CORA MANN AS THE OUTSTANDING OFFICER**

FOR THE MONTH OF AUGUST 2009  
Presentations were made by Mayor Rosner.

- D. PRESENTATION OF THE EMPLOYEE OF THE MONTH AWARD BY COUNCILMAN FRANTZ PIERRE AND KELVIN L. BAKER, CITY MANAGER, TO SUSAN SPARK AS THE EMPLOYEE OF THE MONTH FOR NOVEMBER 2009**  
Presentation was made by Vice Mayor Pierre and the City Manager.

Councilwoman Smith requested a Moment of Silence in memory of Catherine Wall, who recently lost her fight against cancer, for her service to the City and its residents as part of the City's Fire Department. Mayor Rosner announced that he was told that there would be a memorial for Ms. Wall in January. The date will be announced at the following Council meeting.

**6. CONSENT AGENDA**

**A. APPROVAL OF MINUTES**

NOVEMBER 17, 2009- Item was deferred. (See page 1)  
DECEMBER 1, 2009 (Deferred)

**B. RESOLUTIONS**

*Resolution No. R2009-52A* -- Item was pulled from Consent Agenda. (See page 1)

*Resolution No. R2009-75* -- Item was pulled from Consent Agenda prior to approval.

*Resolution No. R2009-76*

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AN ANNUAL PLAN OF SERVICE FOR THE LIBRARY AND FORWARDING THE PLAN TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES.

*Resolution No. R2009-77* -- Item was pulled from Consent Agenda. (See page 1)

*Resolution No. R2009-78* -- Item was pulled from Consent Agenda. (See page 1)

**Motion** made by Councilman Julien, seconded by Councilwoman Kramer, to approve the Consent Agenda as amended. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Derosé, seconded by Councilman Julien, to move back to the regular Order of Business. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**7. CITY MANAGER'S REPORT – KELVIN L. BAKER**

Mr. Baker announced that Assistant City Manager Bernard McGriff will be providing an update on the 2010 Census initiatives.

Mr. McGriff reported that the City has established a bi-weekly Complete Count Committee to review the initiatives we are undertaking for the 2010 Census. Several sub-committees have been established: community-based, faith-based, education, multi-cultural, business, and media. The purpose of these committees is to develop partnerships with various organizations and individuals



within the community. Staff is going to churches and schools and passing out flyers and spreading the Census message. We will be producing a television program and will be making announcements on the radio as well. We have established and staffed an office at City Hall where citizens can call to get any additional information. That staff member is also calling individuals in the community to provide them with information. We are also currently advertising the Census job hotline, 1 (866) 861-2010, on our website.

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

Ms. Siegel stated that her office is working on getting as many cases resolved before the end of the year. She took a moment to wish everybody a happy, healthy, and safe holiday season.

**9. MAYOR'S DISCUSSION - MAYOR MYRON ROSNER**

Mayor Rosner discussed the end of 2009. It has been a very tough year for a lot of people, including the City. He took a moment to acknowledge his colleagues as a part of a team that has taken this city forward. He looks forward to 2010. He took a moment to acknowledge the team members that participate with this Council, the City Manager, the City Attorney, the City Clerk, and the Police Chief. A lot of times it's a very tough job and nobody says thank you; so, he wished to take a moment to thank those individuals on behalf of his colleagues and himself for a job well done this year.

**10. PUBLIC COMMENT**

The following individuals appeared before the City Council to express their opinions and concerns:

**Charles Loeb**, 16800 NE 15 AVE, #112, North Miami Beach, FL, spoke regarding the Chamber of Commerce's Holiday event and public transportation projects.

**Barbara Falsey**, 3660 NE 166 ST, North Miami Beach, FL, spoke regarding Council compensation.

**Joseph Paglino**, 1270 NE 162 ST, North Miami Beach, FL, spoke regarding Bamboo Banquet Room, cleanliness of City, and recognizing Lt. Al Sturtz.

**Bruce Lamberto**, 3420 NE 165 ST, North Miami Beach, FL, spoke regarding previous administration issues, City Lobbyist, and a budget workshop.

**Mubarak Kazan**, 15564 NE 12 AVE, North Miami Beach, FL, spoke regarding the Police Department, selection of City auditors, creating rapport with Council reports, and Council compensation.

**Allison Robie**, 2131 NE 179 ST, North Miami Beach, FL, spoke regarding Council compensation, qualifying fees, school boundaries and School Board issues, and the Police Department.

**11. MISCELLANEOUS ITEMS**

**A. MOTION TO APPROVE THE 2010 CITY COUNCIL MEETING SCHEDULE**

**Motion** made by Councilwoman Smith, seconded by Councilwoman Kramer, to reschedule the April 6, 2010 City Council meeting to April 13, 2010. In a voice vote, with Mayor Rosner, Councilwoman Spiegel, and Councilman Julien dissenting, the motion passed. (**Motion carried 4-3**).

**Motion** made by Councilwoman Kramer, seconded by Councilwoman Smith, to reconsider approval of the 2010 City Council meeting schedule. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilwoman Smith, seconded by Councilwoman Kramer, to reverse the motion to reschedule the April meeting and to keep the City Council meeting scheduled for April 6, 2010. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilman Derosé, to approve the City Council meeting schedule as presented. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**12. WAIVER OF FEE (None)**

**13. BUSINESS TAX RECEIPT MATTERS - CITY CLERK**

**A.** EWO PRODUCTIONS, INC.  
d/b/a EWO POLE FITNESS STUDIO  
2010 N.E. 164 STREET  
NORTH MIAMI BEACH, FL 33162

KELVEN DAVIS, PRESIDENT  
SHIRLINE MURDOCK, VICE PRESIDENT

RE: REQUEST APPROVAL OF A BUSINESS TAX RECEIPT FOR A PRIVATE SCHOOL.

**Motion** made by Councilman Derosé, seconded by Councilman Julien, to approve issuance of a Business Tax Receipt for EWO Productions d/b/a EWO Pole Fitness Studio. In a voice vote, all voted in favor. (**Motion carried 7-0**).

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

ROBERT GOLER, PRESIDENT

RE: REQUEST APPROVAL OF BUSINESS TAX RECEIPTS FOR THE SALE OF FIREWORKS AT: 199 N.E. 167 STREET AND 900 N.E. 167 STREET FROM DECEMBER 21, 2009 THROUGH DECEMBER 31, 2009 FROM 10:00 A.M. TO 10:00 P.M. AND 13885 BISCAYNE BOULEVARD FROM DECEMBER 23, 2009 THROUGH DECEMBER 31, 2009 FROM 10:00 A.M. TO 10:00 P.M.- 20% OF PROCEEDS TO STOP HUNGER, INC. (SUBJECT TO APPROVAL BY THE MIAMI-DADE COUNTY FIRE DEPT. AND PROHIBITED FROM CONDUCTING ANY SALE(S) WITHOUT PRIOR FIRE DEPT. APPROVAL AS ABOVE-DESCRIBED).

**Motion** made by Councilman Julien, seconded by Councilman Derosé, to approve issuance of a Business Tax Receipt for Holiday Charities & Promotions, Inc. subject to the above referenced stipulations. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilman Derosé, to move out of order to consider the Resolutions that were pulled from the Consent Agenda: R2009-52A, R2009-75, R2009-77, and R2009-78 (See pages 1 and 2). In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilman Derose, to introduce Resolution No. R2009-52A. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Resolution No. R2009-52A***

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE MONETARY AMOUNT OF THE AGREEMENT BY \$1,107,600.00 FOR A TOTAL AGREEMENT AMOUNT OF \$4,929,615.00 WITH FLORIDA DESIGN CONTRACTORS, INC. TO REMOVE VOLATILE ORGANIC COMPOUNDS FROM THE NORWOOD-OEFFLER WATER TREATMENT PLANT WELL FIELD.

**Motion** made by Councilman Derose, seconded by Councilwoman Spiegel, to approve Resolution No. R2009-52A.

**Motion** made by Councilwoman Smith, seconded by Vice Mayor Pierre, to amend Section 1 of Resolution No. R2009-52A to read as follows, and to approve, as amended, Resolution No. R2009-52A.

“The Mayor and City Council of the City of North Miami Beach hereby amend the monetary award of bid #2009-14 to Florida Design Contractors, Inc., to increase the agreement amount by \$1,107,600.00 for a total agreement of \$4,929,615.00...”

In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilwoman Smith, to introduce Resolution No. R2009-75. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Resolution No. R2009-75***

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE GENERAL FUND ALLOCATION OF MATCHING FUNDS AND IN-KIND SERVICES IN AN AMOUNT TOTALING \$20,000.00 FOR THE REPAIR AND RESTORATION OF THE FULFORD-BY-THE-SEA MONUMENT FROM THE STATE OF FLORIDA HISTORIC PRESERVATION SMALL MATCHING GRANTS-IN-AID GRANT PROGRAM.

**Motion** made by Councilman Derose, seconded by Councilman Julien, to approve Resolution No. R2009-75. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilwoman Smith, to introduce Resolution No. R2009-77. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Resolution No. R2009-77***

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING THE USA SOCCER FEDERATION'S BID TO HOST THE WORLD CUP IN THE UNITED STATES IN EITHER 2018 OR 2022.

**Motion** made by Councilman Derose, seconded by Councilwoman Smith, to approve Resolution No. R2009-77.

**Motion** made by Councilwoman Smith, seconded by Vice Mayor Pierre, amend Resolution No. R2009-77 by replacing the word “Washington D.C.” with “Chicago, Illinois” in Section 2, and to approve, as amended, Resolution No. R2009-77. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Vice Mayor Pierre, to introduce Resolution No. R2009-78. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Resolution No. R2009-78***

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO SUPPORT AND ENCOURAGE THE USA SOCCER FEDERATION AND THE USA BID COMMITTEE TO SELECT MIAMI AS THE CITY IN FLORIDA TO HOST THE WORLD CUP.

**Motion** made by Councilman Derose, seconded by Councilwoman Smith, to approve Resolution No. R2009-78.

**Motion** made by Councilwoman Smith, seconded by Councilman Julien, to amend Resolution No. R2009-78 to replace the word "Washington D.C." with "Chicago, Illinois" in Section 2 and to approve, as amended, Resolution No. R2009-78. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**Motion** made by Councilman Julien, seconded by Councilwoman Smith, to move back to the regular Order of Business. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**14. LEGISLATION**

**A. ORDINANCES – FIRST READING, BY TITLE ONLY**

***Ordinance No. 2009-22*** – Item was withdrawn. (See page 1)

**Motion** made by Councilman Julien, seconded by Councilwoman Smith, to introduce Ordinance No. 2009-31 on First Reading, by Title Only. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Ordinance No. 2009-31***

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ORDINANCE 2007-13 ENTITLED THE NORTH MIAMI BEACH DANGEROUS INTERSECTION SAFETY ACT BY CORRECTING SCRIVENER AND GRAMMATICAL ERRORS; AMENDING PARAGRAPH 13 REGARDING ADMINISTRATIVE CHARGES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following individuals appeared before the City Council to express their opinions and concerns:

**Joseph Paglino**, 1270 NE 162 ST, North Miami Beach, FL

**Mubarak Kazan**, 15564 NE 12 AVE, North Miami Beach, FL

**Motion** made by Councilman Derose, seconded by Councilwoman Smith, to approve Ordinance No. 2009-31, on First Reading, by Title Only. In a roll call vote, all voted in favor. (**Motion carried 7-0**)

The City Council discussed where the fines received from the North Miami Beach Dangerous Intersection Safety Act should be allocated. The City Council approved the City Manager's suggestion to allocate any revenues received over and above the budgeted amount of \$350,000.00 into a special account for possible litigation.

**B. ORDINANCES – SECOND AND FINAL READING**

**Motion** made by Councilman Julien, seconded by Councilman Derosé, to introduce Ordinance No. 2009-18 for Second and Final Reading. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Ordinance No. 2009-18***

AN ORDINANCE AMENDING CHAPTER X OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED SUBDIVISION AND FLOODPLAIN STANDARDS; UPDATING THE LANGUAGE TO BE CONSISTENT WITH THE FLORIDA MODEL FLOOD DAMAGE PREVENTION ORDINANCE AND TITLE 44, CODE OF FEDERAL REGULATIONS; DESIGNATING THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE AS THE FLOODPLAIN ADMINISTRATOR; ESTABLISHING INTERDEPARTMENTAL ADMINISTRATIVE REQUIREMENTS; DEFINING TERMS; PROVIDING FOR ONE FOOT OF FREEBOARD IN REQUIRED FLOOR ELEVATIONS; UPDATING THE BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD TO THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS; AND MAKING SUCH OTHER AMENDMENTS AS MAY IMPROVE THE CITY'S STANDING IN THE COMMUNITY RATING SYSTEM, AND ENSURE COMPLIANCE WITH FEDERAL REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The following individuals appeared before the City Council to express their opinions and concerns:

**Roland Veilleut**, 13730 Highland DR, North Miami Beach, F,  
**Marlen Martell**, 17374 South Glades DR, North Miami Beach, FL  
**Mubarak Kazan**, 15564 NE 12 AVE, North Miami Beach, FL  
**Allison Robie**, 2131 NE 179 ST, North Miami Beach, FL  
**Charles Loeb**, 16800 NE 15 AVE #112, North Miami Beach, FL

**Motion** made by Councilman Derosé, seconded by Councilwoman Kramer, to adopt Ordinance No. 2009-18 on Second and Final Reading.

**Motion** made by Councilwoman Spiegel, seconded by Councilman Derosé, to table Ordinance No. 2009-18 and to bring back to the January 5, 2010 meeting a color-coded ordinance explaining what is required to reach the 25% discount. In a roll call vote, all voted in favor. (**Motion carried 7-0**)

**Motion** made by Councilwoman Spiegel, seconded by Councilman Derosé, to extend the meeting past midnight to complete the agenda. In a voice vote, all voted in favor. (**Motion carried 7-0**).

**C. ORDINANCES - THIRD AND FINAL READING**

**Motion** made by Councilman Julien, seconded by Councilman Derosé, to introduce Ordinance No. 2009-29 on Third and Final Reading. In a voice vote, all voted in favor. (**Motion carried 7-0**).

***Ordinance No. 2009-29***

AN ORDINANCE AMENDING CHAPTER XII OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS; AMENDING SECTION 12-20 ENTITLED TOWING; EXTENDING

THE SITE LOCATION OF TOWED OR REMOVED VEHICLES; EXTENDING HOURS FOR RELEASE OF A VEHICLE TO AN OWNER; SUPPLEMENTING THE LANGUAGE OF THE RECEIPT GIVEN TO AN OWNER STATING THAT PAYMENT WAS MADE PRIOR TO RELEASE; REQUIRING THE TOWING COMPANY TO PROVIDE A SAFE PLACE FOR THEIR CUSTOMERS TO RETRIEVE VEHICLES AND REQUIRING THAT ALL DRUG TESTS ADMINISTERED TO TOW DRIVERS BE PAID FOR BY THE TOWING COMPANY AND THE RESULTS BE PROVIDED TO THE CITY; REQUIRING A PERMIT FROM THE CITY'S BUILDING DEPARTMENT FOR ALL EXISTING AND NEW SIGNAGE, AND INCREASING THE PERMIT FEE; PROVIDING FOR THE RATES OF TOWED OR REMOVED VEHICLES NOT TO EXCEED ANY RATES SET BY MIAMI-DADE COUNTY TOWING ORDINANCE; REQUIRING PROOF OF ALL DRIVERS' DRIVING LICENSES, CRIMINAL HISTORY AND DRUG SCREENING TESTING, DISALLOWING UNAUTHORIZED SIGNAGE ON THE TOWING VEHICLES; AMENDING PENALTY SECTION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

The following individuals appeared before the City Council to express their opinions and concerns:

**Mubarak Kazan**, 15564 NE 12 AVE, North Miami Beach, FL  
**Allison Robie**, 2131 NE 179 ST, North Miami Beach, FL  
**Charles Loeb**, 16800 NE 15 AVE #112, North Miami Beach, FL

**Motion** made by Councilman Julien, seconded by Councilman Derose, to adopt Ordinance No. 2009-29. In a roll call vote, all voted in favor. (**Motion carried 7-0**).

## 15. CITY COUNCIL COMMITTEE REPORTS

### A. VICE MAYOR PIERRE

**GOOD WISHES.** Good morning North Miami Beach. As we come to the close of 2009, I would like to take this opportunity to reflect on some of our accomplishments and the challenges that lay ahead. Due to time consuming, I don't think it's appropriate for me to do that tonight; but, I simply want to thank everyone who call us, who talk to us, who make recommendation. That's the way it should work. We are here to serve you and we'll be looking forward to serving you again in 2010. Happy holidays, stay safe, and I will see you in 2010. Thank you.

### B. COUNCILWOMAN SPIEGEL

**GOOD WISHES.** This is one of my favorite times of year; and, it's because people are walking around happier, hopefully thinking more about their fellow men and women, the neighbors. I'd like to encourage everybody to have a happy holiday season, whatever holiday you may celebrate. To be kind, be generous, be loving. Enjoy your family, your friends. Think positively about the New Year. Have a great New Year. For those of you who came here tonight and actually said nice things to us as the Council, we appreciate that because we work very hard for you. On behalf of my fellow Council Members, I'm telling you we're going to continue that into 2010. We are here for you. Happy holidays, happy new year, see you next year.

C. **COUNCILWOMAN SMITH**

**GENERAL COMMENTS.** Good morning everybody. I hope that most of you are watching this during the day and taped it, or rerun, because I do have a few messages. I want to thank the Manager and the Police Chief again for pulling that off tonight. It was an honor to recognize Al Sturtz. HE does, and continues to do, a lot for this city.

**TRANSPORTATION MEETING.** I just wanted to say quickly that not only did I go to the transportation meeting also in Miami Shores; but, I put on record every time I go. They actually have a court reporter there and I put on record every time I go, in case they build this when I have passed on to a different world. I want it to be known that we need that transport hub here in North Miami Beach. So, I went up to the court reporter, I took our time on behalf of the MAYOR and the Council, on behalf of the management, that we're making plans with our CRA to build something. We're the only city besides Hallandale that has so much traffic that goes from the expressway in this end of Dade County to the ocean and it's a necessity. So, that's on record for us as a city.

**SCHOOL BOARD MEETING.** I want to also mention that the school board program, tomorrow is a very important meeting at our city. I believe it's at 4:00 P.M.. That meeting is imperative. If you can, it's imperative every single meeting that you go to. When we go down to the School Board that, and it's not Eastern Shores, this is a North Miami Beach Meeting. Some of my fellow council people said why are you going to Krop? Why? Because Skylake is in North Miami Beach and they too are having their boundaries moved. The difference is, those children that are going to be affected in North Miami Beach even though they have to change schools from the new Aventura Waterways School to the, from Virginia Boone, Those children are very, Virginia Boone/Highland Oaks, are very close to that school. They are almost within walking distance. They just changed the boundaries around. The children that happen to live in North Miami Beach that are affected in Eastern Shores are going to go more than double from three schools, in transportation. There are three schools that are half the distance. So, tomorrow the meeting at 4:00 P.M. is to put together an alternative to what the School Board is suggesting. It's imperative that we get that out because, guess what, it has to be in five days before they close and they are closing for the School board before they close the requirement, which is January 8<sup>TH</sup>. There are no five days because they are closed for Christmas. This alternative school plan that we want to put forth for Dade County has to be done by Friday. There is no other time. It has to be done by Friday. and the truth is, as Councilwoman Spiegel said last night, when she had a presentation and she at that time i couldn't talk because it wasn't in the sunshine. But sitting here tonight we can discuss, and there's no discussion necessary. The only thing you need to do is be there at 4:00 P.M. for your input to help us have an alternative plan; because, if we go to the School Board with the alternative plan to just wait for one year, they may say we can't wait and your kids are going to move and that's it. So, we need this tomorrow and then we need everybody at that SCHOOL BOARD. Everybody, in a shirt and standing there. with their cousin, with their grandparent, anybody, anybody that they can bring. Bring bodies and have them stand there when the School Board meets. It will be posted when on our Channel 77. If you can't get Channel 77 because you don't have it, call the city and they will tell you when the School Board is going to meet. It's imperative.

**POLICE OFFICER PROMOTIONS.** I also want to mention, and with great pleasure, that I had the opportunity to go with the Police Chief, who was kind enough to invite us and we have had two of our police officers be promoted. Sergeant Rand and his family and his beautiful baby, and no the baby wasn't named after his second wife, we got that straight. They announced it then, beautiful baby. And of course Nelson Reyes. We are proud as a city. It was a wonderful, proud moment to be there and to hear the accomplishments. It was wonderful, so I want to mention that.

**SNOWFEST.** How do I thank the Recreation Department? The Snowfest, the Police Chief with his, you know they said do you want to be in the crime parade, please RSVP. I RSVP'D thinking okay we're going to march like we did for crime prevention. But it wasn't that. It was the most unbelievable parade with Santa on a fire truck; and, guess who Santa brought with him? Mrs. Santa Claus. The parade is going to get bigger and better and it re-emphasizes that we do not tolerate any crime in North Miami Beach and that we are a community. If you could've seen how many kids were on that sidewalk waving to us, begging for the candy. It was fabulous. I know it's early in the morning, but these are important things that our city is doing for you. Come and participate. It was a wonderful, wonderful evening and I have to tell you the spirits were very high. It was really holiday spirits.

**GOOD WISHES.** I just also want to say that, because of the late hour, thank goodness I said that Economic Development and the forum meeting that I always hold and the seniors will be delayed until January. Let everybody enjoy the holiday. I will be back in seven hours for my next meeting. I do want to wish a Happy Kwanzaa, Merry Christmas, and the rest of the Hanukah and a happy, healthy new year to everyone. So come back next year. It's only going to get better. Thank you. Goodnight.

**D. COUNCILMAN JULIEN**

**GOOD WISHES.** Good morning to everyone. I would like to very briefly thank the members of the Commission on The Status of Women for collecting toys for our Police Department's toy drive, which of course is piled up in my office, which I'm going to have to deliver to the Police Department. Also, I would like to wish everyone a Merry Christmas, Happy Hanukah, happy new year. May God Bless you all. God willing, we'll see you next year.

**E. COUNCILMAN DEROSE**

**SYMPATHIES.** Good morning everyone. Well, I want to seize this opportunity to express my heartfelt sympathies to the family of Catherine Wall. As you know Councilwoman Smith, when Miami-Dade County dedicated that Fire Rescue to the name of Catherine Wall, I was there taking picture with her, you too, and her family. You know, it touched me; but, I hope, you know, her soul rest in peace in the hands of God.

**GOOD WISHES.** I want to wish everyone Merry Christmas and Happy New Year. May the year 2010 bring happiness to everyone's life. May our city change to better. May our cities prosper, vibrant, and we all can work together to improve the quality of life of the



citizens of North Miami Beach. I want, you know, the 2010, I mean, bring fresh air to all of us. May God Bless every one of you. Thank you.

**F. COUNCILWOMAN KRAMER**

**GOOD WISHES.** Good morning everyone. I just want to wish everyone a very happy and healthy holiday, a happy and healthy new year, a prosperous new year. Look forward to 2010. I want the citizens to realize that we do know your concerns and we do have some issues that are still pending; and, you have my word that those issues will be addressed. Please don't concern yourself, we listen to you and we will do what we need to do to make us all come together and be the great community that we are. Have a good night.

**G. MAYOR ROSNER**

**LIGHTING CEREMONY.** Good morning; waffles and eggs at my colleagues house, right? Downstairs we had a beautiful ceremony hosted by the Moses and Aaron Foundation. It's the fifth night of Hanukah. We had the honor of having Mayor Carlos Alvarez as our host. Well, not so much as our host, but as a, I guess he was our host. As our host he honored, we had several honorees. I was privileged to give out my first Key to our City to Mayor Alvarez who continues to play a great part and help us in our city. I look forward to a continued relationship next year; and, it was a very beautiful ceremony.

**SNOWFEST.** The police parade, the Snowfest, great events. I look forward to a council float or something a little more organized for our council. We felt a little lost, other than the Councilwoman who somehow found herself a seat in something. We spoke to Parks and Recreation, or Leisure Services, and I believe that we are going to find ourselves a spot in that parade.

**CANDLE LIGHTING.** Tomorrow, I believe, there is something at the 163<sup>RD</sup> STREET Mall. Candle lighting at 5:00 P.M. at the 163<sup>RD</sup> Street Mall. Everybody is invited.

**GOOD WISHES.** I look forward as well to working together with our community, our staff, my colleagues; and, to wish everyone a happy, healthy new year.

Mayor Rosner announced that the next Regular Meeting of the City Council will be on Tuesday, January 5, 2010.

There being no further business to come before the City Council of the City of North Miami Beach, the Regular Meeting of the City Council of the City of North Miami Beach was adjourned at 12:38 A.M. on a motion by Councilman Derose, seconded by Vice Mayor Pierre. In a voice vote, all voted in favor. **(Motion carried 7-0)**

CERTIFICATION

I, SUSAN A. OWENS, CITY CLERK OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES, PAGES ONE (1) THROUGH PAGE ELEVEN (11) INCLUSIVE, TO BE THE OFFICIAL RECORD OF THE CITY COUNCIL PROCEEDINGS AS TAPE RECORDED AT THE REGULAR CITY COUNCIL MEETING OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, HELD ON THE 15<sup>TH</sup> DAY OF DECEMBER, 2009.

(S E A L)

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

**MEMORANDUM**

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

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

**DATE: JANUARY 19, 2010**

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**RE: RESOLUTION NO. R2010-3  
2009 Amended CRA Plan**

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**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING THE 2009 AMENDED CRA PLAN, WHICH WAS APPROVED BY THE CRA AT A PUBLIC MEETING AND PREPARED IN COMPLIANCE WITH CHAPTER 163, PART III, FLORIDA STATUTES, AND WITH THE COMPREHENSIVE PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; FINDING THAT THE 2009 AMENDED CRA PLAN SUPERCEDES AND REPLACES ANY PRIOR CRA PLAN; AND DIRECTING THE CRA COORDINATOR TO FORWARD THE AMENDED PLAN TO THE MIAMI-DADE COUNTY GOVERNMENT PURSUANT TO THE PROVISIONS OF THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, FLORIDA.**



## CITY OF NORTH MIAMI BEACH MEMORANDUM

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City Manager's Office

**TO:** Mayor & Council

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

**DATE:** January 19, 2010

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**RE: RESOLUTION NO. R2010-3 NMB CRA PLAN COMPARATIVE SUMMARY**

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### **BACKGROUND:**

The 2009 Amended CRA Plan has been prepared in compliance with Chapter 163, Part III, F.S. and with the City's Comprehensive Plan. The 2009 Amended Plan will replace the existing CRA plan that was adopted in 2005 when the Agency was created. The 2009 Plan provides 22 new additional programs, tools and redevelopment strategies to allow the North Miami Beach CRA to address issues related to economic growth and development in a competitive environment. The Plan will provide for an advocacy strategy to fast-track applications for high priority development within the CRA area. The Plan includes an Innovations section that will allow the CRA to be a leader in the areas of wireless internet for the CRA area, transportation oriented development, LEED development, and commercial facade improvement to enhance the area's desirability for private investment. The new Plan provides an initiative dedicated to Revenue Enhancement by identifying and describing 40 different State or Federal funding sources available to the City and the CRA. The new Plan provides a comprehensive Capital Improvements section that includes both current and planned CRA capital projects. The Plan addresses land acquisition and disposition to ensure compliance with the statute and with the Interlocal agreement with Miami-Dade County. The Plan also provides the CRA with authority to expand funding of community policing and code enforcement innovations. Additionally, the Plan provides three sets of TIF projections to aid the CRA in future financial planning.

### **RECOMMENDATION:**

The CRA Staff and CRA Consulting Team recommend approval of the 2009 Amended CRA Plan with a provision to forward the Plan to the City Council for approval and to initiate the approval process through Miami-Dade County as required by the Interlocal Agreement.

**THIS PLAN WAS APPROVED BY THE CRA BOARD ON JANUARY 5, 2010.**

**FISCAL IMPACT:**

**Expenditure:** No additional expenditure related to adopt this plan.

**Fund Name:** Community Redevelopment Agency Fund

**CONTACT:**

Daniel Wick, CRA Coordinator

CC: George Knox, CRA Attorney  
Susan Owens, City Clerk

**RESOLUTION NO. R2010-3**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING THE 2009 AMENDED CRA PLAN, WHICH WAS APPROVED BY THE CRA AT A PUBLIC MEETING AND PREPARED IN COMPLIANCE WITH CHAPTER 163, PART III, FLORIDA STATUTES, AND WITH THE COMPREHENSIVE PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; FINDING THAT THE 2009 AMENDED CRA PLAN SUPERCEDES AND REPLACES ANY PRIOR CRA PLAN; AND DIRECTING THE CRA COORDINATOR TO FORWARD THE AMENDED PLAN TO THE MIAMI-DADE COUNTY GOVERNMENT PURSUANT TO THE PROVISIONS OF THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, FLORIDA.**

WHEREAS, the CRA prepared a 2009 Amended CRA Plan in compliance with Chapter 163, Part III, Florida Statutes; and

WHEREAS, the 2009 Amended Plan will supercede and replace the existing CRA Plan; and

WHEREAS, the 2009 Amended CRA Plan modifies, improves, and enhances the original CRA Plan which was previously adopted; and

WHEREAS, the 2009 Amended CRA Plan was unanimously approved and adopted at a CRA meeting held in public on January 5, 2010; and

WHEREAS, the 2009 Amended CRA Plan provides a comprehensive Capital Improvements Section that includes both current and planned CRA Capital Projects, along with other features which will enable the CRA to expand funding opportunities for projects within the CRA.

**RESOLUTION R2010-3**

**NOW, THEREFORE,**

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

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

**Section 2.** The Mayor and Council of the City North Miami Beach, Florida hereby adopt and approve the 2009 Amended CRA Plan.

**Section 3.** The CRA Coordinator is hereby directed to forward the approved 2009 Amended CRA Plan to the Miami-Dade County Government for its review and approval.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of January, 2010.

ATTEST:

\_\_\_\_\_  
SUSAN A. OWENS  
CITY CLERK

(CITY SEAL)

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

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor and Council



# NMBCRA Plan Comparative Summary

**2009 Amended CRA Plan Compared to the 2004  
Adopted CRA Plan**

Prepared by SDI, Inc.



# NMBCRA Plan Comparative Summary

## **INTRODUCTION:**

This document is prepared by SDI for the North Miami Beach CRA to provide a Comparative Summary of the 2009 Amended Plan and to delineate the changes, additions, and differences between the existing 75-page 2004 Plan and the 170-page 2009 Amended Plan. Only significant differences are addressed

It should be noted that all CRA Plans are required to meet certain statutory standards as provided in Section 163.362, FS.

There are 15 sections in the 2009 Amended Plan. Those sections may be categorized as technical, policy, and program.

The Technical sections must include specific elements, statements, and assurances as required in Section 163, Part III, F.S.. These sections in both the 2004 and 2009 Amended Plan comply with the statute and have minor differences. The 2009 version provides more detail in several instances and comply with all statutory changes that the legislature has made in the last five years.

The technical sections in the 2009 Amended Plan are:

SECTION 1 GENERAL DESCRIPTION OF THE CRA AREA  
SECTION 2 CREATION, SEVERABILITY AND POWERS  
SECTION 3 AUTHORITY TO UNDERTAKE REDEVELOPMENT  
SECTION 9 SAFEGUARDS TO ENSURE REDEVELOPMENT ACTIVITIES FOLLOW THE REDEVELOPMENT PLAN  
SECTION 12 COMMUNITY REDEVELOPMENT AGENCY PLAN AMENDMENT PROCESS  
SECTION 13 NEIGHBORHOOD IMPACT OF PROGRAMS  
SECTION 14 REQUIRED TECHNICAL ELEMENTS OF A CRA PLAN

The Policy sections are structured to ensure that the redevelopment plan reflects current goals, objectives, and policies of the City and of the CRA. The 2009 Plan incorporates language directly from the City's Comprehensive Plan for Sections

# NMBCRA Plan Comparative Summary

10 and 11. Section 4 provides new TIF projections utilizing 3 methodologies in order to capture the most reliable predictability of future TIF revenue levels for redevelopment activities. These significant differences will strengthen the new plan's ability to serve as a source document to generate additional capital for reinvestment in the community in a timely fashion.

The Policy sections are:

SECTION 4 FINANCIAL AND BUDGET  
SECTION 10 CRA AFFORDABLE HOUSING POLICY STATEMENT AND RELOCATION ASSURANCES  
SECTION 11 COMMUNITY REDEVELOPMENT AGENCY GOALS, OBJECTIVES, AND POLICIES IN ACCORDANCE WITH CITY'S COMPREHENSIVE PLAN

The Program/Tools sections are the most creative and are least restricted by specific statutory language, although these sections must comply with statutory guidelines and may not provide for programs not authorized by 163, Part III.

The Program/Tools sections of the 2009 Plan are:

SECTION 5 CAPITAL IMPROVEMENT PROGRAM  
SECTION 6 REVENUE ENHANCEMENT  
SECTION 7 CRA INNOVATIONS  
SECTION 8 COMMUNITY REDEVELOPMENT AREA PROGRAMS AND TOOLS

These program and tools sections are where the 2004 and 2009 Amended Plan differ most significantly. The 2009 Plan provides additional programs and tools that the Agency may use to achieve redevelopment goals. The 2004 Plan provided **28 CRA Programs**. The 2009 Plan provides **49 CRA programs and tools**. It should be noted here that these are programs and tools that the Agency may draw from throughout the life of the Agency as the Board of Commissioners deems appropriate. No further approval by the County will be required regarding the CRAs authority to bring these additional strategies to bear.

It is in these sections that we have included specific authority for the CRA to provide for Community Policing and Code Enforcement Enforcement. These two changes may generate between \$250,000 to \$450,000 per year in revenue enhancement for the City while supporting the special needs of the redevelopment area. The 2009 language is in much

## NMBCRA Plan Comparative Summary

more significant detail and provides for the defensible use of CRA funds to assist in community policing and code enforcement. The Amended Plan also captures the most recent statutory changes regarding Community Policing Innovations. This language is provided below:

*Adequate law enforcement is required to protect property values, commercial activity levels and the quality of life of the residents within the Community Redevelopment Area. Law enforcement also is important to attract new investment, new development, new businesses and new residents. The Agency shall have the authority to pay for the cost of utilizing community policing strategies designed to reduce crime within the Community Redevelopment Area. These strategies may include, but are not limited to:*

- Foot Patrol*
- Motorized Patrol*
- Mounted Patrol*
- Bicycle Patrol*
- Installation and maintenance of public security systems*
- Other Strategies*

The CRA Innovations section provides for major initiatives through the CRA Pilot Façade Improvement/CRA Project and the Area-wide Façade Improvement Program, as well as several other creative programs to enhance redevelopment efforts. Other innovations in the 2009 Plan include:

- *Wireless Internet Service*
- *LEED (Leadership in Energy and Environmental Design)*
- *TODD (Transit Oriented Development District)*
- *Expansion of Capital for Immediate Reinvestment*

# NMBCRA Plan Comparative Summary

1 2004

2009

Title: (No CIP section)

Title: **Section 5 - Capital Improvements Program**

Comments: The 2004 Plan provides a chart (Section 1) showing CIPs that were currently (2004) planned with funding sources identified.

The 2009 Amended Plan includes a section titled Capital Improvement Programs. This section also includes the following sub-sections:

- CIP Policy and Strategy
- CIP Potential Sites
- Land Acquisition Policy, Strategy and Protocols
- Land Acquisition Areas of Priority

**CIP Policy and Strategy:** This subsection states that the Agency CIP shall be a living document and will evolve to ensure and allow the Agency to respond to needs and opportunities in the redevelopment area. This flexibility will be a key aspect of the amended plan by allowing the CRA Board to address needs and opportunities as they present themselves.

**CIP Potential Sites:** Describes the projects in the CRA's current CIP with estimated costs.

**Land Acquisition Policy, Strategy and Protocols:** This subsection includes the statutory language from Section 163.370 that governs Acquisition of Property, and 163.380 that governs Disposition of Property. It recommends the CRA commission a land acquisition projection report in 5-year intervals based upon redevelopment activities and needs. It states the CRA shall adhere to all statutory requirements, and, in addition, the CRA shall prepare detailed Land Acquisition and Disposition Protocols that will be adopted by the CRA Board. These protocols are currently being drafted.

**Land Acquisition Areas of Priority:** This subsection provides a listing and descriptions of properties that the CRA is currently considering for acquisition.

# NMBCRA Plan Comparative Summary

2

2004

2009

Title: (No Revenue Enhancement section)

Title: **Section 6 - Revenue Enhancement**

Comments: In preparing the 2009 Amended Plan, the Agency has identified more than 40 Federal and State revenue enhancement opportunities for both the Agency and its parent City. This section provides a comprehensive listing, description, and contact information for these potential revenue sources. The City's CARE Committee was provided with an instructional workshop and materials related to this section.

The resources presented in this section are designed to help communities:

- Create jobs and economic opportunities;
- Promote small business creation and development;
- Provide increased access to credit and capital;
- Provide tax incentive to businesses to clean up and redevelop former industrial property;
- Increase access to affordable housing and homeownership opportunities;
- Enhance community development.

# NMBCRA Plan Comparative Summary

**3**

2004

Title: Section 7 - Redevelopment Agency Finances  
And Budget Projections

2009

Title: Section 4 - Financial and Budget

Comments: Both the 2004 and the 2009 Amended Plan are in compliance with the statutory requirements. The 2004 Plan utilizes a single set of TIF projections based upon City and County millage rates. The 2009 Plan utilizes 5-year projections using three proforma methodologies.

The First set of 5-year projections utilizes 50-year national historic growth.

The second employs the rate of growth generated by a regression analysis of the Agency's TIF performance since its inception.

The third set of projections represents "Modified Projections" which considers local conditions and the potential affect of the CRA's existence as well as national trends. The modified five-year projection is intended to serve as a guide for capital improvement program implementation.

This section addresses bonding authority, the allocation and expenditure of non-bond related TIF revenue, and ensures that the Agency is authorized to expend funds for administration, community policing, and code enforcement enhancement as provided in Section 163, Part III, F.S..

# NMBCRA Plan Comparative Summary

4

2004

Title: (No section in 2004 Plan for Innovations)

2009

Title: **Section 7 - CRA Innovations and Initiatives**

Comments: This section represents a significant addition to the Amended Plan. The 2004 Plan does not include a comparable section or element. The 2009 Amended Plan includes an entire section for Innovative Programs that will be available to the North Miami Beach CRA upon adoption of this Plan.

These innovations include:

- **CRA Pilot Façade Improvement/CRA Project:** The Agency will research potential sites for acquisition and redevelopment. The areas that are likely candidates include but are not limited to Hanford Boulevard and 19<sup>th</sup> Avenue in direct proximity to City Hall. Multiple suitable buildings will be identified for acquisition, the Agency will undertake due diligence and begin financial negotiations. Once a site is selected and acquired the Agency shall serve as the "pilot" applicant under the Areawide Façade Improvement Program to secure the necessary approvals.
- **Areawide Façade Improvement Program:** Through the Façade Improvement Grant Program, the NMBCRA seeks to help businesses improve the attractiveness of properties, and thereby work to achieve the agency's goal of eliminating conditions that have a negative impact on economic growth. The grant will pay for 50% of the total cost of an approved project up to a maximum grant of \$50,000 for a \$100,000 total project cost.
- **Redevelopment Area Wireless Initiative:** The Agency may provide and maintain wireless internet service access points in areas such as the area around the CRA office for the convenience of individuals who are visiting the downtown area businesses. It has a potential to serve as an economic catalyst by making downtown restaurants a more convenient place for visitors to extend their length of stay and frequency of visits to area merchants. The agency may either share in the cost of the establishment and maintenance of a wireless network or shall be allowed to pay all costs for an interim period of time. The goal of this initiative shall be to expand the desirability of area businesses and to eventually enable them to cover the cost of this service without agency assistance.

## NMBCRA Plan Comparative Summary

- **Expansion of Capital for Immediate Reinvestment:** Utilizing the power in the amended plan and Chapter 163 Part III, F.S. the Agency has the potential to retire all existing debt in the current credit facility and potentially generate \$1 million to \$2 million in additional capital. The opportunity to raise this additional capital and the dire need of the local economy for an expanded economic stimulus initiative coincide.
- **TODD Initiative:** Communities utilize TOD to improve ridership for existing transit systems (e.g., Miami-Dade transit; Metro-Rail). In addition, communities seeking new or increased transit utilize TOD strategies to become “transit-ready,” making them more competitive for new or expanded service. This innovation will also help North Miami Beach position itself for future transit service on the FEC rail corridor. Service on the corridor is the subject of study in the on-going “South Florida East Coast Corridor Study,” which is evaluating the reintroduction of passenger transit on an 85-mile segment of the FEC corridor between Miami-Dade, Broward, and Palm Beach Counties. The Amended Plan also references a potential site for the transit depot. (See attached article)
- **LEED Initiative:** The CRA shall encourage green building practices through various financial, zoning and other regulatory incentives. Green buildings are designed to reduce the overall impact of the built environment on human health and the natural environment by:
  - Efficiently using energy, water, and other resources
  - Protecting occupant health and improving employee productivity
  - Reducing waste, pollution and environmental degradation

These innovative programs and initiatives are described in detail in Section 7 of the Amended Plan.



# NMBCRA Plan Comparative Summary

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**5** 2004

Title: Section 1 - General Description

2009

Title: **Section 1 - General Description**

Comments: The 2004 Plan is statutorily compliant and includes a summary of the Finding of Necessity completed by SDI in 2004. There have been no changes to the boundary or legal description. The 2009 Amended Plan provides the statutorily required elements; Boundary Map, Location and General Description of the Area, and the Legal Description adopted with the 2004 Plan. The Amended Plan does not require an additional reference or summary of the Finding of Necessity once the Agency has been established unless the Amendment includes an expansion of the boundary which this Plan does not.

**6**

2004

Title: Section 2 -Creation, Severability and Powers  
**Powers of the CRA**

2009

Title: **Section 2 - Creation, Severability and**

Comments: This is a technical section with specific statutory requirements. The 2004 Plan is statutorily compliant. The 2009 Amended Plan is statutorily compliant. In addition:

With regard to creation of the Agency, the 2009 Amended Plan acknowledges that the Agency is in its 5<sup>th</sup> year of existence and that the adoption of the initial Plan triggers the statutory life of the Agency as detailed in 163.387(2) and 163.362(10). These sections are referenced and included in the Amended Plan.

Regarding severability, there is no significant revision or change in the 2009 Plan.

# NMBCRA Plan Comparative Summary

The Powers language in the 2004 Plan states that all powers provided by the governing statute shall be granted to the City of North Miami Beach CRA unless specifically prohibited by the (2004) Plan or by the Interlocal Agreement between the City, Miami-Dade County, and the CRA. Section 4 – Financial and Budget, also specifically provides authority for the agency to expend funds for Recreation Facilities, Administration, Community Policing, and Code Enforcement Enhancement.

The 2009 Plan includes all the statutorily provided powers, and further, it specifically delineates the powers that are withheld from the Agency. Those powers withheld are:

- The power to determine an area to be appropriate for Community Redevelopment.
- The power to grant final approval to Community Redevelopment plans and modifications.
- The power to authorize the issuance of revenue bonds or debt instruments.
- The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. Section 163.370(3) and the power to assume responsibility to bear loss as provided in F.S. section 163.3.70(3).
- The power to zone or rezone or make exceptions from building regulations or to enter into agreements with a housing authority.
- The power to close, vacate, plan, or re-plan streets, roads, sidewalks, ways, or other places and to plan or re-plan any part of the City.

2004

2009

Title: Section 3 - Authority to Undertake Redevelopment

Title: Section 3 - Authority to Undertake Redevelopment

Comments: This is a technical section that is required by statute to be included in a Redevelopment Plan. The 2004 Plan is statutorily compliant. The 2009 Amended Plan complies and provides a summary of the Interlocal Agreement between the City, Miami-Dade County, and the CRA which had not been finalized when the initial Plan was adopted. This section outlines the requirements and restrictions that are part of the Interlocal Agreement. A summary of the Interlocal Agreement is provided below:

# NMBCRA Plan Comparative Summary

## **1. Implementation of Plan**

- A. The Plan, and any amendments and supplements to the Plan must be approved by the Miami-Dade County Board of Commissioners.
- B. The Plan, as approved by the Miami-Dade Board of County Commissioners is for a period of ten (10) years.
- C. Establishes a cap of 20% of funds to be used for total administrative expenses, and no more than 6% to be allocated to indirect and overhead expenses.
- D. Establishes a "County Administrative Fee to be charged annually.

## **2. City/County Coordination**

- A. Provides for the County to designate a Redevelopment Area Coordinator to serve as the County's liaison to the City and the Agency.
- B. Requires County approval with regard to indebtedness and bond financing, acquisition, disposition and relocation activities.
- C. Requires submission and approval procedures for the Agency's annual budget.

## **3. Land disposition**

- A. Requires that any disposition of land shall be accomplished in accordance with applicable provisions of federal, state and local law, the Plan and the Interlocal Agreement.

## **4. Other Redevelopment Area Activities**

- A. Addresses relocation activities, requiring adherence to procedures set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act.
- B. Requires preparation and distribution of an annual report in accordance with Section 163 F.S.

The 2009 Plan also includes the Interlocal Agreement as an appendix.

# NMBCRA Plan Comparative Summary

8

2004

Title: Section 4 - Safeguards

2009

Title: **Section 9 - Safeguards to Ensure Redevelopment Activities Follow the Redevelopment Plan**

Comments: Both the 2004 Plan and the 2009 Amended Plan are statutorily compliant. There are no significant differences between the two Plans. Both Plans address Financial Accountability, Proper Implementation and Project/Program Accountability, Safeguards through Retention of Certain Powers, and Providing for a Time Certain and Severability.

9

2004

Title: NMB CRA Mission Statement, Goals, Measureable

2009

Title: **Community Redevelopment Objectives, and Policies Agency Goals and Objectives, and Policies in Accordance with the City's Comprehensive Plan**

Comments:

The 2004 Plan includes a Mission Statement. The 2009 Amended Plan does not. A Mission Statement was not included in the new plan because the mission statement of the Agency may change from time to time to more effectively meet the goals and challenges presented by new economic climates and needs of the community. The Agency may adopt and revise its mission statement at any time the CRA Board of Commissioners chooses to do so.

# NMBCRA Plan Comparative Summary

The goals and objectives in the 2009 Plan mirror the goals and objectives of the City's current Comprehensive Plan. It further states that this Plan shall be subordinate to any and all future amendments and modifications to the City's Comprehensive Plan.

This section of the 2009 Plan includes the Encouragement of Private Enterprise as an element, as provided under Section 163.345.

The 2009 Plan specifically states in this section that it complies with the City's Comprehensive Plan and Land Use Designations.

10  
2004

2009

Title: Section 6 - Community Redevelopment Programs

Title: **Section 8 – Community Redevelopment Area Programs and Tools**

Comments: This section represents one of the most significant and most important differences between the 2004 Plan and the 2009 Amended Plan. The 2004 Plan included a more limited number of Programs made available for the Agency to use for redevelopment. The 2004 Plan included only 28 programs under 9 category headings.

The 2009 Amended Plan provides an expanded Programs and Tools section with a total of 49 programs that will allow the Agency to take a more innovative approach to achieving redevelopment goals. The inclusion of this expansive "tool box" will ensure that the Agency is better equipped to creatively respond to redevelopment needs and opportunities that may arise. The chart shown on the following pages lists CRA Programs and Tools included in each of the Plans. Those marked with an arrow in the 2009 column are new programs or tools that were not included in the previous Plan.

# NMBCRA Plan Comparative Summary

2004 Plan

2009 Amended Plan

|   |  |
|---|--|
| Direct Financial Incentives to Generate New Private Development | Direct Financial Incentives to Generate New Private Development          |
| Direct Financial Incentives to Stimulate Property Improvements  | Direct Financial Incentives to Stimulate Property Improvements           |
| Interest Subsidies on Loans for Property Improvements           | ➤ Transfer of Development Rights   |
| Financial Incentives for New Businesses                         | ➤ Creation of Overlay Zoning District                                    |
| Rehabilitation of Vacant Commercial Buildings                   | ➤ Payment in Lieu of Parking (PILOP)                                     |
| Marketing Research  | Interest Subsidies on Loans for Property Improvements                    |
| Advertisement and Promotions                                    | Financial Incentives for New Businesses                                  |
| Business and Redeveloper Recruitment                            | Light Industrial Land Use Classification                                 |
| Land Banking and Site Assembly                                  | ➤ Commercial/Retail Building Façade Improvement Program                  |
| Relocation Assistance   | Rehabilitation of Vacant Commercial Buildings                            |
|   | Marketing Research   |
|   | Advertisement and Promotions   |
|   | ➤ CRA Web Page and Video Web Site to Promote Redevelopment Area Business |
|   | Business and Redeveloper Recruitment                                     |
|   | ➤ Business Incentive Loans   |
|   | ➤ Local Labor and Business Pool  |
|   | ➤ Job Credits as Currency  |
|   | ➤ CRA Scholarship Work Study Program                                     |
|   | ➤ CRA Trolley  |
| Signage/Entry Features/Public Art/Landscape                     | ➤ Clean-Up Program   |
|   | Signage/Entry Features/Public Art/Landscape                              |
|   | ➤ Landscaping/Streetscaping  |
|   | ➤ Paint-Up/Fix-Up  |
|   | ➤ Entranceway Monument Signs   |
|   | ➤ Pedestrian Amenities   |
|   | ➤ Signage Program  |
|   | ➤ Art in Public Places   |
|   | ➤ Continuing Maintenance Responsibilities                                |

# NMBCRA Plan Comparative Summary

|   |   |
|---|---|
| Residential Rehabilitation                        | Residential Rehabilitation  |
| In-Fill and New Housing                           | ➤ Residential Acquisition   |
| Homeowner Reinvestment Grant                      | ➤ Ad Valorem Tax Subsidy  |
| Mortgage Subsidies and Second Mortgage Assistance | In-Fill and New Housing   |
|   | Mortgage Subsidies and Second Mortgage Assistance                 |
|   | ➤ Secure Outside Funding Sources to Combine with Existing Funding |
|   | ➤ Role Model Residential Recruitment Program                      |
| Street and Alley Improvements                     | Street and Alley Improvements                                     |
| Stormwater Drainage Improvements                  | Stormwater Drainage Improvements                                  |
| Sanitary Sewer Installations                      | Sanitary Sewer Installations                                      |
| Water System Upgrades                             | Parking Facilities  |
| Parking Facilities                                | ➤ Underground Utilities   |
|   | ➤ Wireless Internet Service                                       |
| Environmental Clean-Up Program                    | ➤ Brownfields   |
|   | Environmental Clean-Up  |
|   | Redevelopment Advocacy Activities                                 |
|   | Provide Matching Funds for Grants                                 |

# NMBCRA Plan Comparative Summary

---

**11**

2004

Title: Section 8 - Neighborhood Impact of Programs

2009

Title: **Section 13 - Neighborhood Impact of Programs**

Comments: Both the 2004 Plan and the 2009 Amended Plan comply statutorily. There are no significant additions or deletions in this section. There are no planned redevelopment activities added to the 2009 Plan that will alter the neighborhood impact.

**12**

2004

Title: Section 9 - CRA Plan Amendment Process

2009

Title: **Section 12 - CRA Plan Amendment Process**

Comments: A technical section that requires specific elements be addressed. There are no significant differences between the two plans with regard to this technical section which provides the statutory language that dictates the plan amendment process.



# NMBCRA Plan Comparative Summary

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**13** 2004

Title: Section 10 - Technical Information

2009

Title: **Section 14 - Required Technical Elements**

Comments: This is also a technical section. This section identifies the section and location in the plan where certain required elements may be found. There is no significant informational difference other than location of information.

**14** 2004

Title: Section 11 - Land Acquisition and Disposition

2009

**Section 5 -- Land Acquisition and Disposition Policy, Strategy and Protocols (subsection)**

Comments: **Land Acquisition Policy, Strategy and Protocols:** This subsection includes the statutory language from Section 163.370 that governs Acquisition of Property, and 163.380 that governs Disposition of Property. It recommends the CRA commission a land acquisition projection report in 5-year intervals based upon redevelopment activities and needs. It states the CRA shall adhere to all statutory requirements, and, in addition, the CRA shall prepare detailed Land Acquisition and Disposition Protocols that will be adopted by the CRA Board.

## 15

2004

Title: Section 12 - Relocation Policy

2009

Title: **Section 10 -CRA Affordable Housing Policy Statement and Relocation Assurances**

Comments: The 2004 Plan is statutorily compliant. In addition to statutory compliance, the 2009 Amended Plan includes specific Goals and Objectives extracted from the City's Comprehensive Plan with regard to affordable housing. The Relocation Policy is basically the same in both documents.

## 16

2004

Title: Section 13 -Compliance with City Comprehensive Plan

2009

Title: **Section 11- Community Redevelopment Agency Goals, Objectives, and Policies in Accordance with City's Comprehensive Plan**

Comments: The 2004 Plan adequately addresses compliance with the City's Comprehensive Plan. The 2009 Amended Plan, in addition to full compliance, adds specific goals and objectives extracted from the City's Comprehensive Plan for adoption by the CRA. It also states that this Plan shall be subordinate to any and all future amendments and modification to the City's Comprehensive Plan. This is especially significant since the City is currently in the EAR process.

# IS A RAIL REWAMP JUST THE TICKETS?

STATE COMBATS CROWDING

**All aboard:** Planners hope to hitch Florida's future to east coast passenger trains.

### A LOOK AT THE TWO PLANS

- Plan 1:** Would run 90 mph Amtrak trains along coastal tracks the length of the state.
- Plan 2:** Would provide a slower hyper-local service between Jupiter and Miami.

By PAUL QUINLAN  
Palm Beach Post Staff Writer

After a four-decade hiatus, the last

Train to Paradise may soon pull back

into the station.

Plans are rolling ahead to possibly

invest more than \$5 billion to turn

350 miles of the Florida East Coast

Railway, whose rusty freight cars

now rattle straight through the states

coastal down towns, into a sleek, inter-

city passenger rail system that would

rival those of Europe.

Transit gurus say South Florida's fu-

ture, as much as its past, will depend on

passenger rail. The state's population is

expected to grow several times faster

than its highway capacity, virtually

guaranteeing bumper-to-bumper rush

hour traffic on all major roads by 2025.

"If you think it's crowded today on the

states roads, the long-term picture is

really scary," said Kim Delaney, growth

management coordinator for the Tra-

sure Coast Regional Planning Council.

The alternative: a South Florida

and biotech research clusters such as

Scripps, Max Flanck and Torrey Pines

— in which the state already has in-

vested hundreds of millions of dollars

— are connected by rail.

"The synergy and relationships that

can be established between universi-

ties and hospitals and biotech clusters

are more successful when you don't

have one- or two-hour delays," Delaney

said. "If you can hop on the bus or train

where you have Wi-Fi on board, grab a

coffee from the beverage bar and work

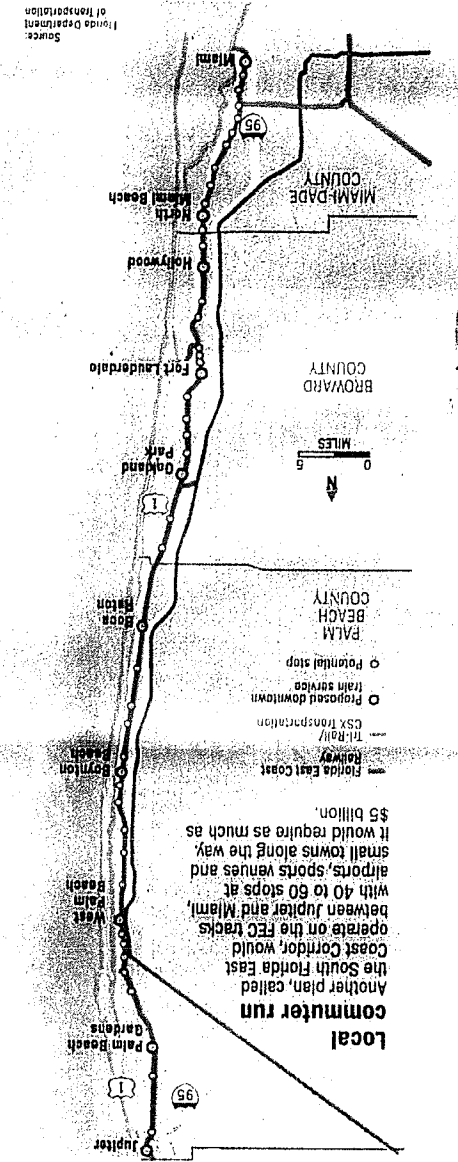
See TRAINS, 15A

On the right track?

Would the proposed projects make you

a more frequent railway rider?

Source: Florida Department of Transportation  
CHRISTOPHER SMITH/Staff Artist  
PalmBeachPost.com/yourpost



# Local system could be built in 7 years, but cost an issue

▶ TRAINS from 1A

on the way to your destination, you're more successful. That also makes for more successful regions."

President Obama's commitment to invest \$8 billion in a national high-speed rail network has propelled hope for two separate projects to rejuvenate the Florida East Coast Railway. But those projects could be competing with others around the nation, including a \$2.5 billion Tampa-Orlando high-speed railway and a \$4.7 billion, 800-mile San Francisco-San Diego bullet train.

The first and more immediate Florida East Coast project would tap \$268 million of stimulus money to run Amtrak service along the coast from Jacksonville to Miami by October 2012, with stops at a dozen cities, including St. Augustine, Daytona Beach, Vero Beach and Stuart. The project has applied for but not yet received stimulus money.

The more ambitious project, still under study, calls for spending as much as \$5 billion to run a more local train service between Jupiter and Miami, with 40 to 60 stops at stations in South Florida neighborhoods, towns, cities, airports and sports venues. It's significantly more expensive because it requires building many more stations, acquiring urban rights of way, double- and triple-tracking some sections and buying more trains, among other costs.

It's still unclear where the money would come from, although transportation officials say the service could be up and running as early as 2020 — if the project receives significant financial help from Washington.

"You'd be able to get on the train in West Palm Beach with your surfboard for 5 bucks, get off in downtown Cocoa Beach, hop on a trolley and go surfing," Delaney said.

The proposed east coast service would complement existing Amtrak service from New York to Miami that now swings through the center of Florida and stops in Orlando, Winter Haven, Sebring and Okeechobee before heading to West Palm Beach and down the coast. Four daily trains — two in each direction — traverse that Central Florida route, carrying about 690,000 passengers in 2008, at speeds of up to 79 mph.

Coastal Amtrak service along the Florida East Coast Railway also would run two trains in each direction, but at speeds of up to 90 mph, for a total Miami-to-Jacksonville travel time of slightly more

than six hours.

Both the proposed Amtrak service and the more costly short-run service, called the South Florida East Coast Corridor system, could complement Tri-Rail, the regions' existing 72-mile commuter-rail service from Mangonia Park north of West Palm Beach to Miami.

Tri-Rail, despite its inconvenient location west of most South Florida urban areas, has become one of the fastest-growing commuter rails in the nation. Ridership has more than doubled since 2005, after gas prices rose.

The state is holding a battery of public meetings across the region to introduce the short-run South Florida passenger rail concept and solicit input. So far, people are far more supportive than critical, while similar meetings either have been or are being scheduled in other cities along the route.

The expense of the South Florida East Coast Corridor is its tallest hurdle. The entire system could be built in seven years or less, once the money becomes available and a deal either to buy or lease the track needed from the Florida East Coast Railway is secured, officials say.

"If the corridor were available to us, it would be a question of when, not if," said Ed Coven, the Florida Department of Transportation's state transit manager.

When that happens, the benefits will far outweigh the costs, Delaney said.

"An accident in rush hour costs our economy millions and millions of dollars in lost productivity, and it happens every day," she said. "Sometimes several times a day."

planning meetings are scheduled for January,

Planners say not to worry, since the system would not run throughout the night and would be 10 decibels quieter on average than the FEC's current freight service.

Cities are plotting locations for new train stations. West Palm Beach has 12 potential stops picked out. They include a station at 25th Street in Northwood, where the FEC tracks are expected to link up with the CSX tracks that Tri-Rail now uses as part of the effort to run Amtrak service up the coast.

Other possibilities include downtown West Palm Beach and major east-west corridors such as Palm Beach Lakes, Okeechobee, Forest Hill or Southern boulevards. A week's worth of public planning meetings are scheduled for January,

© paul\_quinlan@pbpost.com



1999

## **2009 NMBCRA Amended CRA Plan**

Prepared by SDI, Inc.  
Don DeLaney, President  
Diana McKinney, Associate

Need for New Plan

## 2009 Plan/2004 Plan

- Comparison: Both the Amended Plan and the 2004 are in compliance with Chapter 163, Part III, F.S.
- The Amended Plan is a 170-page document compared to a 75-page 2004 Plan
- CRA Programs have been expanded in the new plan from 28 to 50 programs
- The new plan contains an Innovations section, a Revenue Enhancement section

## 2009 Plan/2004 Plan

- The 2004 Plan had no CIP section, the 2009 Plan has a detailed CIP Section
- The 2009 Plan includes TIF Projections utilizing three proforma methodologies

## The 2009 Amended Plan

There are 14 sections in the 2009 Amended Plan. Those sections may be categorized as:

- Technical
- Policy
- Program

**The Technical sections must include specific elements, statements, and assurances as required in Section 163, Part III, F.S..**

**The Policy sections are structured to ensure that the redevelopment plan reflects current goals, objectives, and policies of the City and of the CRA.**

**The Program/Tools sections are the most creative and are least restricted by specific statutory language, although these sections must comply with statutory guidelines and may not provide for programs not authorized by 163, Part III.**

## Technical Sections

These sections are statutorily defined and have been prepared in compliance with these requirements

- Section 1 – General Description of the Redevelopment Area
- Section 2 – Creation, Severability and Powers
- Section 3 - Authority to Undertake Redevelopment
- Section 9 - Safeguards to Ensure Redevelopment Activities Follow the Redevelopment Plan
- Section 12 - CRA Plan Amendment Process
- Section 13 - Neighborhood Impact of Programs
- Section 14 - Required Technical Elements of a CRA Plan

## 1 General Description of Redevelopment Area

The current 2004 Plan is statutorily compliant

The 2009 Plan is statutorily compliant, and

The amended plan does not alter the boundary of the existing CRA Area





#### POWERS WITHELD FROM THE AGENCY

The power to determine an area to be appropriate for Community Redevelopment.

The power to grant final approval to Community Redevelopment plans and modifications.

The power to authorize the issuance of revenue bonds or debt instruments.

The power to approve the development of community policing innovations

The power of eminent domain

The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. Section 163.370(3) and the power to assume responsibility to bear loss as provided in F.S. section 163.3.70(3).

The power to zone or rezone or make exceptions from building regulations or to enter into agreements with a housing authority.

## Policy Sections

- **Section 4 – Financial and Budget**
- **Section 10 – CRA Affordable Housing Policy Statement and Relocation**
- **Section 11 - Community Redevelopment Agency Goals, Objectives, and Policies in Accordance with City's Comprehensive Plan**

## Section 4 Financial and Budget

- **Both the 2004 and the 2009 Amended Plan are in compliance with the statutory requirements. The 2004 Plan utilizes a single set of TIF projections based upon City and County millage rates. The 2009 Plan utilizes 5-year projections using three proforma methodologies.**
- **This section addresses bonding authority, the allocation and expenditure of non-bond related TIF revenue, and ensures that the Agency is authorized to expend funds for administration, community policing, and code enforcement enhancement as provided in Section 163, Part III, F.S..**

## Section 10 – Affordable Housing and Relocation Policy

- This section incorporates into the Plan the Affordable Housing goals and objectives and Relocation Policy of the City's Comp Plan

## Section 11 Goals, Objectives, Policies

- **The 2009 Plan specifically states in this section that it complies with the City's Comprehensive Plan and Land Use Designations.**
- **The goals and objectives in the 2009 Plan mirror the goals and objectives of the City's current Comprehensive Plan. It further states that this Plan shall be subordinate to any and all future amendments and modifications to the City's Comprehensive Plan.**
- **This section of the 2009 Plan includes the Encouragement of Private Enterprise as an element, as provided under Section 163.345.**

## Program Sections

- Section 5 Capital Improvements Program
- Section 6 Revenue Enhancement
- Section 7 CRA Innovations
- Section 8 Community Redevelopment Area Programs and Tools

## Section 5 Capital Improvements

- The 2004 Plan does not have a Capital Improvements Section, but does provide a chart (Section 1) showing CIPs that were currently (2004) planned with funding sources identified.
- The 2009 Amended Plan includes a section titled Capital Improvement Programs. This section also includes the following sub-sections:
  - CIP Policy and Strategy
  - CIP Potential Sites
  - Land Acquisition Policy, Strategy and Protocols
  - Land Acquisition Areas of Priority

### CIP Policy and Strategy

The Agency CIP shall be a living document and will evolve to ensure and allow the Agency to respond to needs and opportunities in the redevelopment area. This flexibility will be a key aspect of the amended plan by allowing the CRA Board to address needs and opportunities as they present themselves.

## CIP Potential Sites

### **S**NYDER TENNIS CENTER MASTER PLANNING

**BUDGET:**

\$122,865.00

**DESCRIPTION:**

Phase II Master Planning

New Clubhouse with restaurant, Pro Shop, and renovation of the entire complex



### **T**AYLOR PARK RENOVATION - PHASE I

**BUDGET:**

\$200,000.00

**DESCRIPTION:**

The design of the restroom is currently in progress. Project will include new scoreboard, replacement of fencing with decorative type, resurface existing parking lot and construction of a pre-fabricated restroom.



**DRAINAGE IMPROVEMENT - 172<sup>ND</sup> STREET**

\$ 1,887,410.00

CRA (\$ 400,000);

State Grant (\$ 250,000);

CDBG \$ 737,410;

FEMA (\$ 500,000)

**DESCRIPTION:**

Installation of drainage system and modification of existing Out-Fall line  
between NE 23 Ave & West Dixie Highway and Outfall Line at NE 170 St & West Dixie Highway

**BUDGET:**



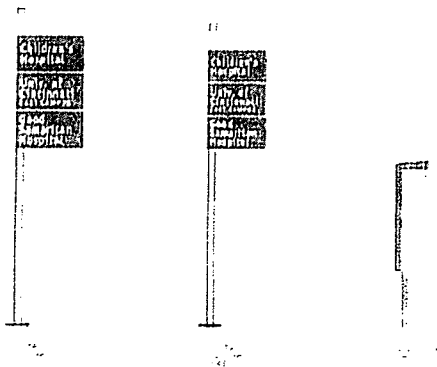
**WAYFINDING SIGNAGE FOR CRA**

**DESCRIPTION:** This project will create new way finding signage and clearly mark public parking, public facilities, and other key locations

**BUDGET:**

\$150,000

The drawing below is an example not a style adopted for North Miami Beach



**C**OMMERCIAL FAÇADE IMPROVEMENT PROGRAM

**BUDGET:**

\$500,000 TIF Investment - \$500,000 Private match

TOTAL: \$1,000,000 investment in improvements

**H**ANFORD BOULEVARD MAINTENANCE

**BUDGET:**

\$60,000

**DESCRIPTION:**

Hanford Boulevard has been reconstructed by the City and CRA to serve as the "Main Street" centerpiece of Fulford City Center. The CRA will maintain the improvements.





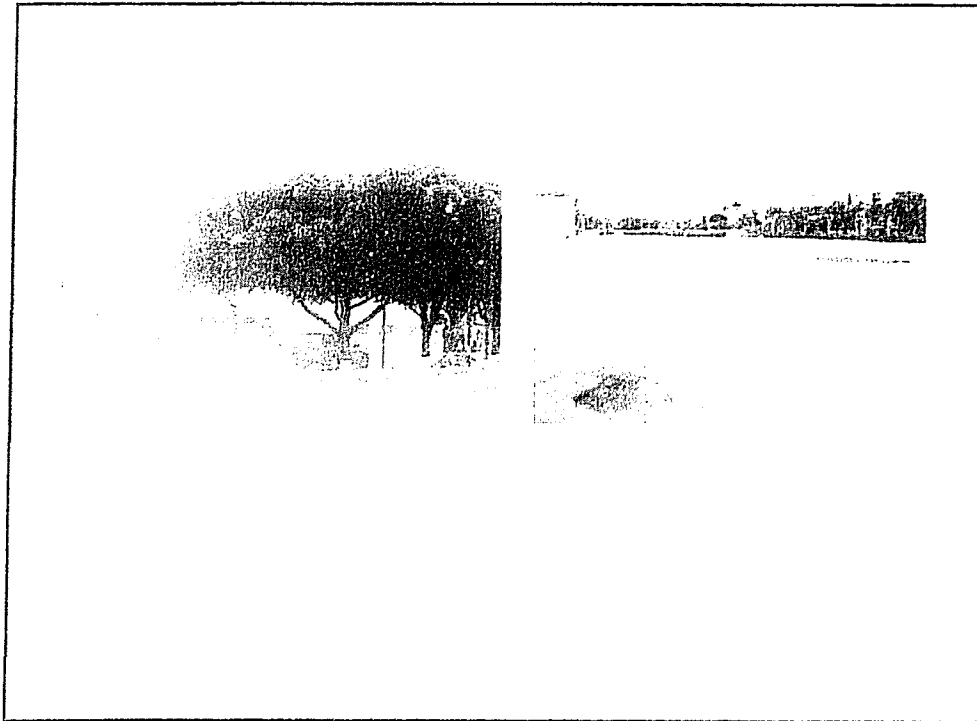
## Land Acquisition Policy, Strategy and Protocols

This subsections includes the statutory language from Section 163.370 that governs acquisition of property, and 163.380 that governs disposal of property.

## Land Acquisition Areas of Priority

### NMB Mishcon Park Expansion

| Property Folio #       | Address   | Market Value |
|------------------------|---|--------------|
| 07-2217-003-0010       | NE 165 St & NE 15 Avenue<br>Recreational facility |              |
| 07-2217-003-0011       | NE 165 Street & NE 15 Avenue                      |              |
| 07-2217-003-0060       | NE 165 St & NE 15 Avenue                          |              |
| 07-2217-003-0070       | NE 165 Street & NE 15 Avenue                      |              |
| 07-2217-003-0080       | NE 165 Street & NE 15 Avenue                      |              |
| 07-2217-003-0440       | NE 165 Street & NE 15 Avenue                      |              |
| 07-2217-003-0530       | NE 165 St &                                       |              |
| Jiets Investment Corp. |   |              |
| 07-2217-003-0020 16501 | NE \$648,221 15 Ave                               | \$648,221    |
| J&Z Invest LLC         |   |              |
| 07-2217-003-0570 16451 | NE 15 Ave   | \$681,011    |
| Barry A Sharpe Tr      |   |              |
| 07-2217-003-0581 1560  | NE 165 St   | \$2,007,743  |



**TECO Peoples Gas**

Property Folio #

Address

Market Value

Land Use

07-2216-041-0010

NE 159 St & Dbie Hwy

\$1,196,505

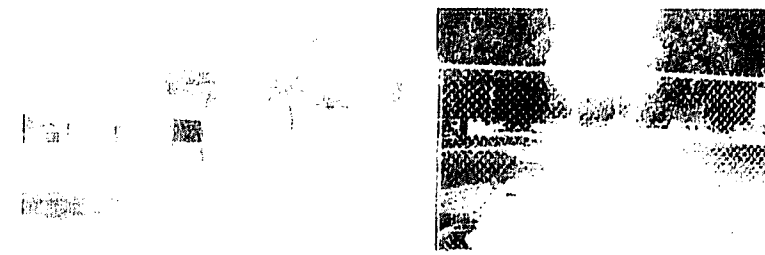
Mixed use / Recreational

07-2216-041-0020

NE 159 St & Dbie Hwy

\$3,881,692

Mixed use / Recreational



**CRA Pilot Project**

Budget \$383,482

CRA Office to be relocated into the CRA area as the initial project for the Agency's area wide Façade Improvement Initiative. Property location has not been identified however there are numerous potential properties that are for sale in the area. Two vacant properties are depicted below. Other locations will be considered. This project may initiate the CRA's new Façade Improvement Program.

18<sup>th</sup> Avenue and Hanford



19<sup>th</sup> Avenue across from City Hall



**NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT PLAN 2009**

**September 2009 CRA Capital Improvement Project Status Report**

| ITEM #                       | DESCRIPTION  | BUDGET             | STATUS  |
|------------------------------|--|--------------------|---|
| 1. CRA 2007A TAX-EXEMPT LOAN |  |                    |   |
| 1                            | Project Administration & Management  | \$33,286           |   |
| 2                            | Debt Service   | \$8,330            |   |
| 3                            | Hanford Boulevard Pedway Improvements - Phase IV (Matching Fund with Federal Grant)                    | \$1,267,000        | Construction completed Feb 2009                                 |
| 4                            | 156 Street Roadway Improvement (Construction Management)   | \$17,155           | Construction completed Dec 2008                                 |
| 5                            | NE 118 Street Roadway Improvement (Design)   | \$110,335          | Completed 8/7/09  |
| 6                            | NE 173 Street Stormwater Improvement (Matching fund with State Grant & Fed Stimulus)                   | \$154,782          | Preliminary design  |
| 7                            | Tennis Center Renovation (Matching fund with FICAP Grant)  | \$165,958          | The renovation is on hold pending for the Master Planning phase |
| 8                            | Amenity Area Awning Replacement (Matching fund with bond finance)                                      | \$120,628          | Completed 7/22/09   |
|                              | <b>TOTAL</b>   | <b>\$3,200,000</b> |   |
| 2. CRA FY 09                 |  |                    |   |
| 2                            | Tennis Center Renovation (Matching fund with FICAP Grant)  | \$50,043           | Same as Item # 7 above  |
| 2                            | Taylor Park Environmental (Legal services (Aukerman Senterfitt))                                       | \$15,000           | In progress   |
| 3                            | Taylor Park Environmental Engineering services (Professional phone expenses)                           | \$7,820            | Completed   |
| 4                            | Taylor Park Survey (Firmen, Leamy & Skiles)  | \$4,875            | Completed 6/10/09   |
| 5                            | Tennis Center Master Planning - Capital C (P&S)  | \$9,350            | Completed 5/7/09  |
| 6                            | Tennis Center Master Planning - Phase II (P&S)   | \$55,137           | In progress   |
| 7                            | Taylor Park Environmental Engineering services (Utilities)   | \$70,213           | In progress   |
| 8                            | Taylor Park - Phase II Renovation design (C&S)   | \$36,142           | In progress   |
| 9                            | Taylor Park - Preliminary design development (The Russell Partnership)                                 | \$64,200           | Pending PD  |
| 10                           | 1040 South Parking Lot Improvement (Asphalt)   | \$11,404           | Pending PD  |
| 11                           | Avery Resurfacing & Extension NE 154 St. E. N.E. 105 St. from NE 125 Ave to NE 126 Ave (Arrow Asphalt) | \$16,733           | Pending PD  |
|                              | <b>TOTAL</b>   | <b>\$274,817</b>   |   |

## Section 6 Revenue Enhancement

- No Revenue Enhancement Section in 2004 Plan
- In preparing the 2009 Amended Plan, the Agency has identified more than 40 Federal and State revenue enhancement opportunities for both the Agency and its parent City. This section provides a comprehensive listing, description, and contact information for these potential revenue sources. The City's CARE Committee was provided with an instructional workshop and materials related to this section.

3. Annual Information Report on Revenue Sources to New York State  
July 2009

Federal and State Resources

|   | Agency to provide | Agency to receive | Business | Education | Environment | Economic Development | Energy | Health and Human Services | Housing and Community Development | Infrastructure | Justice | Transportation | Technical Assistance |
|---|-------------------|-------------------|----------|-----------|-------------|----------------------|--------|---------------------------|-----------------------------------|----------------|---------|----------------|----------------------|
| 7(a) Guaranteed Loans   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Community Development Company Loans (CDC Loans)                                     |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Community Development Financial Institutions (CDFI) Fund                            |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Small Business Investment Corporation (SBIC) Program                                |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Field America (501c3)   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Business and Industry Loans   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Emergency Relocation Program  |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Office of Government Contracting (OGC)  |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Office of Minority Enterprise Development (MEM)                                     |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Procurement Technical Assistance Program (PTAC)                                     |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Small, Minority, and Women-Owned Businesses - Office of Economic Impact & Diversity |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Statewide Technology Opportunities Program  |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| The Good Neighbors Program  |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Workforce Investment Act Youth Provisions   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Brownfields Economic Development Initiative (BEDI) Grants                           |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Brownfields Tax Incentive   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Community Development Block Grant (CDBG) Program                                    |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |
| Competitive Grants for Green Job Training   |                   |                   |          |           |             |                      |        |                           |                                   |                |         |                |                      |

Prepared by S&L, Inc. for New York State CARE

|   | Agencies<br>Cooperating<br>with<br>CRA | Business<br>Assistance | Community<br>Development | Economic<br>Development | Investment | Housing and<br>Homelessness | Industry | Public Safety | Federal<br>Activities |
|---|--|------------------------|--------------------------|-------------------------|------------|-----------------------------|----------|---------------|-----------------------|
| Economic Adjustment Program   |  |                        |                          |                         |            |                             |          |               |                       |
| Federal Historic Preservation Tax Incentives  |  |                        |                          |                         |            |                             |          |               |                       |
| Public Works and Economic Development Facilities Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Rebuild America   |  |                        |                          |                         |            |                             |          |               |                       |
| Rural Business Enterprise Grants (RBEOT)  |  |                        |                          |                         |            |                             |          |               |                       |
| Section 619 Business Development Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Section 107 Loan Guarantees   |  |                        |                          |                         |            |                             |          |               |                       |
| Selling to the Military, Department of Defense (DoD), Office of Small and<br>Disadvantaged Business Utilization |  |                        |                          |                         |            |                             |          |               |                       |
| Tax-Exempt Bond Financing   |  |                        |                          |                         |            |                             |          |               |                       |
| Wastefield Assessment and Cleanup Cooperative Agreements  |  |                        |                          |                         |            |                             |          |               |                       |
| Energy Bond Programs  |  |                        |                          |                         |            |                             |          |               |                       |
| Alternative Fuel Vehicle Pilot Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Home Investment Partnerships (HOME)   |  |                        |                          |                         |            |                             |          |               |                       |
| Housing Opportunities for Persons with AIDS (HOPWA)   |  |                        |                          |                         |            |                             |          |               |                       |
| Title V (Surface Federal Property for Use by Assistance Recipients)   |  |                        |                          |                         |            |                             |          |               |                       |
| Weatherization Assistance   |  |                        |                          |                         |            |                             |          |               |                       |
| Assisted Housing Stability and Energy and Green Retrofit Programs   |  |                        |                          |                         |            |                             |          |               |                       |
| Neighborhood Stabilization Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Public Works and Economic Development Program   |  |                        |                          |                         |            |                             |          |               |                       |
| Transportation Investment Generating Economic Recovery (TIGER)  |  |                        |                          |                         |            |                             |          |               |                       |
| Disaster Grants   |  |                        |                          |                         |            |                             |          |               |                       |
| Boys and Girls (B&G) Clubs  |  |                        |                          |                         |            |                             |          |               |                       |
| Local Technical Assistance Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Assistance to Small Business  |  |                        |                          |                         |            |                             |          |               |                       |
| Technical Assistance on Arts and Historical Development   |  |                        |                          |                         |            |                             |          |               |                       |
| CDRS (Community Oriented Police Services)   |  |                        |                          |                         |            |                             |          |               |                       |
| Fire Alarm Construction Grants  |  |                        |                          |                         |            |                             |          |               |                       |
| U.S. Environmental Protection Agency's Small Grants Network   |  |                        |                          |                         |            |                             |          |               |                       |

Prepared by SRI, Inc. for North Carolina CRA

|  | Agencies<br>Cooperating<br>with<br>CRA | Business<br>Assistance | Community<br>Development | Economic<br>Development | Investment | Housing and<br>Homelessness | Industry | Public Safety | Federal<br>Activities |
|--|--|------------------------|--------------------------|-------------------------|------------|-----------------------------|----------|---------------|-----------------------|
| STATE PROGRAMS   |  |                        |                          |                         |            |                             |          |               |                       |
| Interstate Florida Partnership Program   |  |                        |                          |                         |            |                             |          |               |                       |
| Department of Environmental Protection Coastal Partnership Initiative  |  |                        |                          |                         |            |                             |          |               |                       |
| Florida Fish and Wildlife Conservation Commission  |  |                        |                          |                         |            |                             |          |               |                       |
| Florida Boating Improvement Program (FBIP)   |  |                        |                          |                         |            |                             |          |               |                       |
| Florida Brownfields Redevelopment Program  |  |                        |                          |                         |            |                             |          |               |                       |
| Florida Department of Community Affairs, Weatherization Assistance<br>Program                                |  |                        |                          |                         |            |                             |          |               |                       |
| Florida Department of Environmental Protection, Florida Recreation<br>Development Assistance Program (FRDAP) |  |                        |                          |                         |            |                             |          |               |                       |
| Clean Water State Revolving Fund   |  |                        |                          |                         |            |                             |          |               |                       |
| Drinking Water State Revolving Fund  |  |                        |                          |                         |            |                             |          |               |                       |

Prepared by SRI, Inc. for North Carolina CRA

## Section 7 CRA Innovations

- The 2004 Plan does not include a comparable section or element.
- This represents a significant addition to the 2009 Amended Plan, and includes an entire section for Innovative Programs that will be available to the North Miami Beach CRA upon adoption of this Plan.

## Areawide Façade Improvement Program

- Through the Façade Improvement Grant Program, the NMBCRA seeks to help businesses improve the attractiveness of properties, and thereby work to achieve the agency's goal of eliminating conditions that have a negative impact on economic growth. The grant will pay for 50% of the total cost of an approved project up to a maximum grant of \$50,000.
- The application and process has been prepared and is ready for approval.

## **CRA Pilot Façade Improvement/CRA Project:**

- This strategy would incorporate multiple initiatives that are in this amended plan and are reflected in the FY 09/10 CRA budget to relocate the CRA Office into the redevelopment area by identifying a property appropriate for the office, and renovating that property under the guidelines of the Façade Improvement Program.
- By investing in this highly visible acquisition and redevelopment of an empty office building the Agency will bring attention and economic momentum to an area of dire need.

## **Redevelopment Area Wireless Initiative**

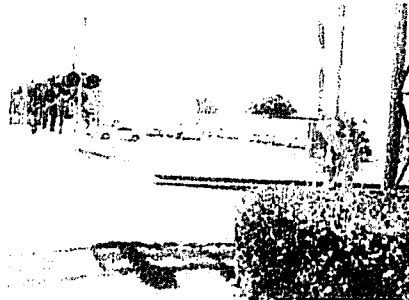
- As part of the CRA office relocation the Agency may utilize the redeveloped office building as the physical base for the installation of a free wireless service.
- The goal of this initiative shall be to expand the desirability of area businesses and to eventually enable them to cover the cost of this service without agency assistance.

## Expansion of Capital for Immediate Reinvestment

- To allow the Agency to better serve the local economy it will be necessary to maximize the expansion of available capital for immediate reinvestment. To this date the Agency has only availed itself of the narrow use of credit facilities which cap at \$8 million.
- Utilizing the power in the amended plan and Chapter 163 Part III, F.S. the Agency has the potential to retire all existing debt in the current credit facility and potentially generate \$1 million to \$2 million in additional capital. The opportunity to raise this additional capital and the dire need of the local economy for an expanded economic stimulus initiative coincide.

- Transit-oriented development (TOD) is the functional integration of land use and transit through the creation of compact, walkable, mixed-use communities within  $\frac{1}{4}$  to  $\frac{1}{2}$  mile of a transit stop or along a transit corridor.
- This innovation will also help North Miami Beach position itself for future transit service on the FEC rail corridor. Service on the corridor is the subject of study in the on-going "South Florida East Coast Corridor Study," which is evaluating the reintroduction of passenger transit on an 85-mile segment of the FEC corridor between Miami-Dade, Broward, and Palm Beach Counties

### TODD Initiative





## LEED Initiative

### LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN

- Adopt and Support Green Building Practices
- The CRA shall encourage green building practices through various financial, zoning and other regulatory incentives.

## Section 8 Area Programs and Tools

- The Amended Plan expanded CRA Programs from 28 in the existing Plan to 50 separate programs
- These are programs and tools the Agency may draw from throughout the life of the Agency as the Board of Commissioners deems appropriate.

## Economic Development and Job Creation Programs

Encouragement of Private Enterprise  
Direct Financial Incentives to Generate New Private Development  
Direct Financial Incentives to Stimulate Property Improvements  
Transfer of Development Rights Program  
Creation of Overlay Zoning District  
Payment in Lieu of Parking Program (PILOP)  
Interest Subsidies on Loans for Property Improvements  
Financial Incentives for New Businesses  
Light Industrial Land Use Classification  
Commercial/Retail Building Façade Improvement Program  
Rehabilitation of Vacant Commercial Buildings  
Marketing Research

## Economic Development and Job Creation Programs

Advertisement and Promotions  
CRA Web Page and Video Web site to promote Redevelopment Area  
Business  
Business and Redeveloper Recruitment  
Business Incentive Loans  
Utilization of Agency's Funds to Leverage Maximum External Redevelopment  
Dollars  
Coalition of Financial Institutions  
Relocation Assistance  
Local Labor and business pool  
Job Credits as Currency  
CRA Scholarship Work/Study Program  
Trolley

## Beautification and Appearance Improvement

Clean-Up Program

Signage/Entry Feature/Public Art/Landscape

Landscaping/Streetscaping Programs

Paint-Up/Fix-Up

Entrance Way Monument Signs

Pedestrian Amenities

Signage Program

Art in Public Places

Continuing Maintenance Responsibilities

## Residential Reinvestment Programs

Residential Rehabilitation

Residential Acquisition

Ad Valorem Tax Subsidy

In-Fill and New Housing Program

Mortgage Subsidy Guarantee and Silent Seconds

Secure Outside Funding Sources (SHIP, HOME, HAP) to Combine with Existing Funding

Role Model Residential Recruitment Program

## **Infrastructure Improvement Programs**

Street, Sidewalk, and Alley Improvements

Stormwater Drainage Improvements

Sanitary Sewer Installations

Parking Facilities

Underground Utilities

Wireless Internet Service

## **Environmental Clean-up Programs**

Brownfields

Environmental Clean-Up

## **Redevelopment Advocacy**

Redevelopment Advocacy Activities

Provide Matching Funds For Grants

**Air Rights**

**Code Enforcement Enhancement**

**Community Policing Innovation  
Activities**

**Recreational Facilities**

**Charter Schools**

## What Happens Next?

- Late September/Submission of Complete Draft to City Staff
- Early October/Internal Review
- Mid- October/Presentation by SDI to CRA Coordinator and City Manager
- Late-October/Redraft as directed
  - » WE ARE NOW HERE
- December/Schedule presentation to CRA Board/City Council
- December-January/Redraft as directed and submit to County
- Proceed as required by Statute and Interlocal for final adoption

**MEMORANDUM**

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

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

**DATE: JANUARY 19, 2010**

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**RE: RESOLUTION NO. R2010-5  
Agreement for Professional Engineering Services**

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**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 PBS&J FOR PROFESSIONAL  
ENGINEERING SERVICES, FOR THE ARTHUR SNYDER  
TENNIS CENTER EXPANSION PROJECT.**



**CITY OF NORTH MIAMI BEACH  
MEMORANDUM**

City Manager's Office

**TO: Honorable Mayor & Council**  
**FROM: Kelvin L. Baker, City Manager**  
**DATE: January 19, 2010**

**RE: RFQ#2009-23 Professional and Engineering Services for the  
Arthur Snyder Tennis Center Expansion Project**

**BACKGROUND:**

The Arthur Snyder Tennis Center Expansion project- Phase I & II consists of the installation of the perimeter lighting, sport field lighting and landscape (FRDAP Grant portion) and the construction of a 7,500 SF pro-shop/ restaurant/ Gymnasium building with associates site work and parking lot. The City Council has authorized the City Manager to negotiate with three ranked firms for the design services of the Arthur Snyder Tennis Center and the Mishcon Athletic field at the December 1, 2009 council meeting.

**RECOMMENDATION:**

It is the staff's recommendation that the city council authorizes for the City Manager to execute the contract with PBS & J for the design services with the scope of work shown in the attached Exhibit.

**FISCAL IMPACT / BUDGET:**

Expenditure: \$507,212  
Funding sources: CRA & FRDAP Grant  
Account name: Tennis Center Renovation  
Account #: 126713 - 572830 & 341850 - 519830

**CONTACT PERSONS:**

Dan Wick, CRA Coordinator  
Paulette Murphy, Director of Leisure Services  
Brian O'Connor, CPO  
Hiep B. Huynh, P.E., Project Manager



**RESOLUTION NO. R2010-5**

**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 PBS&J FOR PROFESSIONAL  
ENGINEERING SERVICES, FOR THE ARTHUR SNYDER  
TENNIS CENTER EXPANSION PROJECT.**

**WHEREAS**, the City of North Miami Beach, as specified in Resolution R2009-74, has obtained funding for the design of the Arthur Snyder Tennis Center Expansion Project; and

**WHEREAS**, the Arthur Snyder Tennis Center Expansion Project will include the construction of a 7,500 square feet pro-shop/restaurant/gymnasium building and parking lot; and

**WHEREAS**, in order to accomplish this project, the City of North Miami Beach issued a Request for Qualifications #2009-23 for professional architectural and engineering services for the Arthur Snyder Tennis Center Expansion Project and the Patricia Mishcon Athletic Field Expansion Project; and

**WHEREAS**, after review of all the submitted proposals, and negotiating with PBS&J, the first- ranked firm, it is the staff's recommendation to award the contract to PBS&J; and

**WHEREAS**, the City Council of North Miami Beach hereby authorizes the City Manager to execute an agreement between the City of North Miami Beach and PBS&J for design services for the Arthur Snyder Tennis Center Expansion Project, as provided in Exhibit "A", attached hereto and incorporated herein by reference.

**NOW, THEREFORE,**

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

**RESOLUTION NO. R2010-5**

**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 and the City Clerk to execute the agreement between the City and PBS&J, in the amount of \$507,212.00, for the design of the Arthur Snyder Tennis Center Expansion Project, attached hereto as Exhibit "A" and incorporated herein by reference.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_\_ **day of January, 2010.**

ATTEST:

\_\_\_\_\_  
SUSAN A. OWENS  
CITY CLERK

(CITY SEAL)

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

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor and Council

**RESOLUTION NO. R2010-5**



**PROFESSIONAL ARCHITECTURAL AND ENGINEERING  
SERVICES FOR THE ARTHUR SNYDER TENNIS CENTER  
EXPANSION PROJECT**

**RFQ #2009-23**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF NORTH MIAMI BEACH**, a Florida municipal corporation, hereinafter referred to as "**CITY**", and PBS & J with its place of business, located at 2001 NW 107<sup>th</sup> Avenue, Miami, Florida 33172, hereinafter referred to as "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS, CITY** desires to retain the **CONSULTANT** to provide Professional and Engineering Services for the Arthur Snyder Center Expansion Project as shown in the Master Plan dated September 14, 2009; and

**WHEREAS, CITY**, having reviewed the qualifications of the **CONSULTANT** to perform the **SERVICES** herein contemplated and selected **CONSULTANT** in accordance with the regulations set forth in State Statute 287.055 and City Ordinance 98-12; and

**WHEREAS, CONSULTANT** having examined the scope of the **SERVICES** required hereunder, and having expressed its desire and willingness to provide such professional services, and having presented its qualifications to the **CITY** in support of expressed desires set forth in the Request for Qualifications No. 2009-23 which opened on October 29, 2009; and

**WHEREAS**, as a result of the aforementioned, the **CITY** agrees to enter into this agreement with the **CONSULTANT**; and

**NOW THEREFORE,**

**IN CONSIDERATION** of the mutual covenants herein contained, the **CITY** agrees to employ the **CONSULTANT** for the services as described above. The **CONSULTANT** agrees to

**Exhibit A**

perform all professional services in connection with the SERVICES, as described herein or attached hereto, for a negotiated fee, in accordance with all applicable laws, rules, and regulations of the City, County, State and Federal Government, upon the following terms and conditions, where applicable:

**SECTION I - GENERAL PROVISIONS**

I.1 The CITY shall provide the following:

I.1.1 A Request for Qualifications based on a detailed Scope of Work and on the compensation as attached hereto as Exhibit B.

The scope of work of the SERVICES shall be determined by the CITY. CONSULTANT'S Proposal shall further define the scope of work, project timing, fees, and reimbursables.

The CONSULTANT'S Proposal, including schedule, scope of work, fees, reimbursables, and sub-consultants will either be approved, rejected, or negotiated by the CITY.

I.1.2 A written Notice to Proceed which may be in the form of a Purchase Order. Consultant shall begin no work without a signed Purchase Order. CITY shall not be responsible for payment for any work done without a Purchase Order.

I.1.3 The CITY may, at its discretion, examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared or presented by the CONSULTANT, or obtain the advice of an attorney, fiscal consultant, insurance counselor, or others as deemed appropriate, and shall render decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

I.1.4 The CITY shall pay all required permit application fees.

I.1.6 The CITY and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this contract. Neither the CITY nor the CONSULTANT shall assign, subcontract, or transfer its interest in this contract without the express written consent of the other.

**SECTION 2 - PROFESSIONAL SERVICES - CONSULTANT'S BASIC SERVICES**

The professional services to be provided by the CONSULTANT are further defined in "EXHIBIT

A, Scope of Services", incorporated herein by reference and made a part of this AGREEMENT.

**2.1 Preliminary Design Phase**

2.1.1 On the basis of selection by the City of the recommended solution, or modified solution agreed upon by CITY and CONSULTANT, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written description of the project.

2.1.2 Based on the information contained in the Preliminary Design documents, submit a revised estimate of Total Construction Cost, and any adjustments to Total Project Cost known to CONSULTANT.

2.1.3 Furnish Preliminary Design documents to and review them with the CITY within the stipulated period indicated in the Request for Qualifications and Proposal.

2.1.4 For the purpose of payment to the CONSULTANT, services under the Preliminary Phase shall be considered complete when the Preliminary Design documents have been accepted by the CITY as complete.

**2.2 Final Design/Construction Documents Phase**

2.2.1 If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and revised estimated Construction Cost, Construction Documents consisting of working drawings and specifications setting forth in detail the work required for the architectural, civil, transportation, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The CONSULTANT shall submit to the CITY twenty copies of the Construction Documents, and a further revised Estimate of Total Construction Cost.

2.2.2 CONSULTANT shall include in Construction Documents the requirement that Construction Contractor provide a final survey of the project by a Registered Surveyor, and provide marked up construction drawings to CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY.

2.2.3 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a preliminary check of any Work products to insure compliance with the requirements of any County, City, State, or Federal agency from which a permit or

other approval is required. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the CITY, Construction Documents in order to acquire the necessary permits.

2.2.4 The CONSULTANT shall signify his responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.

2.2.5 If requested, CONSULTANT shall review and analyze the bids received by the CITY, and shall make a recommendation for award based on the CITY'S Purchasing Ordinance.

2.2.6 Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the CITY.

2.2.7 In addition to the twenty sets of bid documents, CONSULTANT shall provide, and its fee shall include, all necessary sets of sealed plans for permit applications. If requested by the CITY, and included in the Scope of Work, CONSULTANT shall obtain permits from regulatory agencies.

2.2.8 CONSULTANT shall provide to the CITY, and its fee shall include, specifications on diskette, and drawings and record drawings on the latest version of Auto-CADD or other media as required by the CITY.

2.2.9 CONSULTANT'S services under the Construction Document Phase will be considered partially complete when the bid documents are delivered to and accepted by the CITY, and finally complete when the CADD drawings in DXF format are delivered to and accepted by the CITY.

2.2.10 Estimates of Construction Costs - CONSULTANT'S estimates of Construction Costs provided for herein are to be made on the basis of industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

2.2.11 Designing to Construction Cost Limit - If a Construction Cost Limit is established by the CITY, such Construction Cost Limit will be set forth in the Notice to Proceed to the CONSULTANT. The written acceptance by the CITY at any time during the Basic Services of a written revised opinion of probable Construction Cost in excess of the then established

Construction Cost Limit will constitute a corresponding increase in the Construction Cost limit.

**2.3 Bidding Phase**

2.3.1 The CONSULTANT shall provide the CITY with a list of recommended, prospective bidders.

2.3.2 The CONSULTANT shall attend all pre-bid conferences, and prepare and distribute minutes.

2.3.3 The CONSULTANT shall issue Addenda through the CITY'S Chief Procurement Officer as appropriate to clarify, correct, or change Bid Documents.

2.3.4 If Pre-Qualification of bidders is required as set forth in the Request for Qualifications, CONSULTANT shall assist CITY in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.

2.3.5 If requested, CONSULTANT shall evaluate bids and bidders, and recommend an award to the CITY.

2.3.6 For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the CITY prior to signing of an agreement with a Contractor. Rejection of bids by the City does not constitute cancellation of the project.

**2.4 Construction/Demolition Phase - General Administration of Construction Documents**

2.4.1 To the extent provided by the contract for this project between the CITY and the Contractor, the CONSULTANT shall make recommendations to the City on all claims of the CITY and Contractor regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on the Project Schedule of Values and percent of completion of Work.

2.4.2 The CONSULTANT shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the SERVICES than indicated by industry standards, supporting documentation, or data.

If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor.

2.4.3 The CONSULTANT shall conduct a pre-construction meeting with the Contractor(s), the CITY, and utility companies; and prepare and distribute minutes of the meeting.

2.4.4 The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT'S quote is based. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the CITY with a written report of each inspection in order to inform the CITY of the progress of the Work. CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work of Contractors, and make written recommendation to the CITY where work fails to conform to the Construction Documents. Based on such inspections, and the Contractor's Applications for Payment, CONSULTANT will recommend the amount owing to the Contractor, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the CITY, based on such inspections and the data comprising the Application for Payment, that the Work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the CITY that, to the best of its knowledge, information, and belief, based on what its inspections have revealed, the Work is in accordance with the Construction Documents. CONSULTANT will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by City, County, State, and Federal Agencies.

2.4.5 The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the CITY to show those changes made during the



construction process, based on the marked up prints, drawings, and other data furnished by the Contractor.

2.4.6 The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, and prepare and distribute minutes.

2.4.7 The CONSULTANT shall prepare construction Change Orders for the CITY'S approval. CONSULTANT shall not authorize any changes in SERVICES or time, no matter how minor, without the prior written approval of CITY.

2.4.8 For the purpose of payment to CONSULTANT, the Construction/ Demolition Phase shall be considered complete upon compilation of the punch list by CONSULTANT, written notification to Contractor by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.

#### 2.5 Standard of Care

The CONSULTANT shall exercise such care in the performance of the Services as similarly situated professionals would exercise and shall be liable for its negligent acts and omissions arising out of its failure to achieve such standard.

### **SECTION 3 - ADDITIONAL SERVICES**

Notwithstanding that specific services are enumerated in Exhibit A, the CONSULTANT will, upon written request of the CITY, provide any and all other services normally falling within the scope of services offered by the CONSULTANT through its in-house staff.

If any of the following or other additional services are authorized in writing by the CITY, they may be paid for by the CITY as indicated in Exhibit B, plus Reimbursable Expenses, with a negotiated limit. The additional services described below, with the exception of the services described in paragraph 3.1, shall not be subject to fee limitation curves.

3.1 Additional Services due to significant changes in general scope of the Project or its requirements.

3.2 Making measured drawings of existing construction.

3.3 Providing programming services in connection with defining project scope or budget

including implications of Americans with Disabilities Act (“ADA”) and building code requirements.

3.4 Revising previously approved drawings or specifications to accomplish changes.

3.5 Providing Detailed Cost Estimates.

3.6 Making an inspection of the Project prior to expiration of the guarantee period, and reporting observed discrepancies under guarantees provided by the construction contracts.

3.7 Providing Resident Construction Management of the Project (if more extensive representation at the site than is called for in paragraph 2.4.4 herein above is required), with the understanding that the number, identity, salaries, and length of service of such representatives shall be agreed to by the CITY. Through the continuous on-site inspections and management of the Work in progress, and field checks of materials and equipment by the Construction Manager, the CONSULTANT shall provide further protection for the CITY against defects and deficiencies in the Work.

At a minimum, the Resident Construction Manager will perform the following services:

- Have a continuous physical presence and office on the Project site at all times of construction activity.
- Maintain at the Project site, on a current basis, drawings, specifications, contracts, samples, permits, and other Project related documents. At the completion of the Project, deliver all such records to the CITY.
- Assist the CITY and the Contractors in obtaining all required permits.
- Along with the City and the Construction Contractor, develop a Project Schedule. Update the Project Schedule for distribution at an agreed-upon time or event, such as the regularly scheduled progress meetings.
- Prepare a Project Budget, and update and distribute same with the Project Schedule.
- Notify the CITY immediately if it appears that either the Project Schedule or the Project Budget will not be met.
- Schedule and conduct monthly progress meetings, at a minimum, at which CITY, Architect/Engineer, General Contractor, Trade Contractors, Utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, scheduling,

etc.

- Inspect the materials and equipment constructed into or utilized for the Project for compliance with the plans and specifications.
- Monitor and inspect the work of the General and/or Trade Contractors for compliance with the plans, specifications, and construction contract.
- Recommend courses of action if the General and/or Trade Contractors are not meeting the requirements of the plans, specifications, or construction contract. Enforce the course of action selected by the CITY, if so directed by the CITY.
- Develop and implement a system for the preparation, review, and processing of Change Orders.
- Develop and implement a system for expediting, processing and approving shop drawings and samples.
- Develop and implement a system for review, approval, processing, and payment of applications for progress and final payments to the Contractors.
- Record the progress of the Project. Submit written monthly progress reports to the CITY, including information on the Contractors' Work, and the percentage of completion. Keep a daily log.
- If required, assist the CITY in selecting a surveyor, testing laboratories, and special consultants, and coordinate these services.
- Insure the Contractors have developed and implemented a safety program on the Project Site.
- Determine Substantial and Final Completion of Work and prepare a list of incomplete or unsatisfactory items and a schedule for their completion.
- With the CITY'S representative and maintenance personnel, direct the checkout of the Project, and assist in the initial start-up and testing by the Contractors of the systems and equipment.
- Arrange and oversee training by the Contractors of CITY personnel on the operation and maintenance of systems and equipment.
- Secure and transmit to the CITY required guarantees, affidavits, releases, keys, manuals, record drawings, and maintenance stocks.

3.8 Providing art work, models, or renderings.

3.9 Additional Services in connection with the Project, not otherwise provided for in this

AGREEMENT.

3.10 Other related work.

**SECTION 4 - CITY'S RESPONSIBILITIES**

4.1 If required, the CITY shall furnish, or direct the CONSULTANT to obtain as part of Additional Services, a survey of the site, information as to service and utilities, geotechnical test results, and independent testing laboratory services.

4.2 The CITY shall designate a representative authorized to act on the CITY'S behalf with respect to the SERVICES. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

**SECTION 5 - TIME FOR COMPLETION**

5.1 The SERVICES for the Project as detailed in Exhibit A shall be completed within the time stated in CONSULTANT'S response to the CITY'S Request for Qualifications. CONSULTANT shall not be responsible for delays caused solely by CITY.

5.2 Time shall be considered of the essence with respect to all provisions of this contract.

**SECTION 6 - BASIS OF COMPENSATION**

6.1 The CONSULTANT agrees to perform the Professional Services defined under Sections 2 and 3 and Exhibit A for:

6.1.1 A negotiated lump sum fee based on the rates set forth in Exhibit B, aforementioned, not to exceed a percentage of estimated construction cost based on the Department of General Services Fee Curve attached hereto as Exhibit C, if applicable, plus approved Reimbursable Expenses.

6.1.2 Approved Reimbursable Expenses shall be paid to the CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by the CITY. Anticipated Reimbursable Expenses shall be included with CONSULTANT'S original fee proposal.

6.2 CONSULTANT agrees to keep, furnish, and support statements with copies of invoices, statements of time expended, and other supporting documentation as the CITY may require.

Statements for fees based on Hourly Rates will be rendered monthly as the Work progresses or as otherwise agreed upon. Reimbursable expenses will be invoiced monthly at cost, as the Work progresses, or as otherwise agreed upon. Such documentation and records will be available at all reasonable times for examination and audit by the CITY. Incomplete or incorrect entries in such books and records shall be immediately corrected or completed upon being called to the attention of the CONSULTANT. Any loss caused to the CITY by such incorrect or incomplete entries will be grounds for disallowance by the CITY of any fees or expenses based upon such entries. Said books and records for each project shall be kept for a period of five years after the completion of all Work to be performed on such project, pursuant to this AGREEMENT.

6.3 Compensation to the CONSULTANT shall include the following. No claim for reimbursement for these expenses shall be made to the CITY.

- a. All travel and vehicle expenses within South Florida.
- b. Three sets of signed and sealed permitting plans.
- c. Computer usage, telephone expenses, postage.

6.4 A copy of the invoice for each reimbursable expense shall be attached to CONSULTANT'S invoice.

## **SECTION 7 - PAYMENT**

7.1 The CITY will make monthly payments to the CONSULTANT based on the percentage of completion of CONSULTANT'S Work, or as otherwise agreed upon.

7.2 The CONSULTANT shall submit an original INVOICE and one copy to the CITY. This will be considered the official request for payment by the CITY. The invoice shall include the following information where applicable:

- a. Invoice number for the Project, Name of Project, and date;
- b. The CONSULTANT'S lump sum or negotiated limit fee;
- c. Percent of work completed, or employees' names, titles, direct labor rates, and multiplier;
- d. Amount earned;

- e. Amount previously billed;
- f. Amount due this invoice;
- g. Retention, if applicable;
- h. Balance remaining;
- i. Attached list of reimbursables with appropriate receipts;
- j. Summary of work done this billing period.

7.3 When the Project involves bidding and construction or demolition, the Project, and subsequent payments shall be divided into a minimum of three components -- Design, Bidding, and Construction.

#### **SECTION 8 - RIGHT OF DECISIONS**

8.1 All services shall be performed by the CONSULTANT to the reasonable satisfaction of the CITY. In cases of disagreement or ambiguity, the CITY shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the SERVICES hereunder and the character, quality, amount and value thereof, and the CITY'S decisions on all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto unless CONSULTANT chooses to appeal the City's decision to a court of competent jurisdiction for a trial de novo.

#### **SECTION 9 - OWNERSHIP OF DOCUMENTS**

9.1 All documents, design plans and specifications resulting from the SERVICES rendered by the CONSULTANT under this contract shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership of the same; CONSULTANT agrees that all documents maintained and generated pursuant to this contractual relationship between CITY and CONSULTANT shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

9.2 It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to the CITY, and shall not be used by CONSULTANT for any other purpose whatsoever without the written consent of CITY.

**SECTION 10 - COURT APPEARANCES, CONFERENCES AND HEARINGS**

10.1 Nothing in this contract shall obligate the CONSULTANT to prepare for or appear in litigation on behalf of the CITY except in consideration of additional compensation, except for any dispute arising out of this contract. The amount of such compensation shall be mutually agreed upon and be subject to written authorization from the CITY prior to performance of a court appearance and conference.

10.2 The CONSULTANT shall confer with the CITY at any time during the performance of the Work herein contemplated as to interpretation of the Scope of Work, correction of errors and omissions, and preparation of any necessary revisions thereof to correct such errors and omissions or clarify Work requirements, without compensation.

**SECTION 11 - NOTICES**

11.1 All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the date of actual receipt.

**CITY**

**CONSULTANT**

City of North Miami Beach  
Attention: Hiep Huynh, Project Manager  
17050 N.E. 19<sup>th</sup> Avenue  
North Miami Beach, Florida 33162  
Telephone: 305-948-2967  
Fax: 305-957-3502

**SECTION 12 - AUDIT RIGHTS**

12.1 The CITY reserves the right to audit the records of the CONSULTANT related to any project covered by this Agreement at any time during the execution of the SERVICES included therein and for a period of five years after final payment for that project is made.

**SECTION 13 - SUBCONTRACTING**

13.1 No other SERVICES shall be subcontracted, assigned, or transferred under this Agreement without the prior written consent of the CITY. Any sub-consultants whose services the CONSULTANT will utilize shall be listed and attached to this AGREEMENT as Exhibit D.

13.2 The CONSULTANT shall be fully responsible to CITY for all acts and omissions of sub-consultants. Sub-consultants shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by CONSULTANT'S insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all sub-consultants in connection with the Work performed.

**SECTION 14 - WARRANTY**

14.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.

**SECTION 15 - TERMINATION OF AGREEMENT**

15.1 The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to Section 2 hereof without penalty to the CITY. In such event, notice of termination of this Agreement shall be in writing to the CONSULTANT who shall be paid for those services performed prior to the date of its receipt of notice of termination. In no case will CITY pay CONSULTANT an amount in excess of the total compensation authorized under this Agreement.

**SECTION 16 - DEFAULT**

16.1 In the event CONSULTANT fails to comply with the provisions of this Agreement, the CITY may declare the CONSULTANT in default and notify it in writing, giving a reasonable time to cure the default. If the CONSULTANT fails to cure the default, it will only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the CITY



within ten (10) days after notice that said sums are due. In the event of litigation by the other party to enforce the provisions of this contract, the prevailing party will be compensated for reasonable attorney's fees.

**SECTION 17 - CODES, ORDINANCES, AND LAWS**

17.1 The CONSULTANT will abide by and be governed by all CITY, County, State and Federal codes, ordinances, and laws which may have a bearing on the SERVICES involved in this project.

**SECTION 18 - ENTIRETY OF AGREEMENT**

18.1 This Agreement and its attachments constitute the sole and only Agreement of the parties hereto and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

Each Proposal submitted by CONSULTANT in response to CITY'S Request for Qualifications, and accepted by the CITY, shall become an amendment to this Agreement, and subject to all of its provisions.

**SECTION 19 - NON-EXCLUSIVE AGREEMENT**

The professional services to be provided by the CONSULTANT pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the CITY from engaging other firms to perform professional services.

**SECTION 20 - CONSTRUCTION OF AGREEMENT**

20.1 This Agreement shall be construed and enforced according to the laws of the State of Florida.

**SECTION 21 - INDEPENDENT CONTRACTOR**

21.1 CONSULTANT and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of CITY, or any rights generally afforded classified or unclassified employees; further he/she shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the CITY.

**SECTION 22 - NONDISCRIMINATION**

22.1 CONSULTANT agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

**SECTION 23 - AMENDMENTS**

23.1 No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

**SECTION 24 - CONDUCT/CONFLICT OF INTEREST**

24.1 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the CITY, in connection with this Agreement, has any personal financial interests, direct or indirect, with contractors or vendors providing professional services on projects assigned to the CONSULTANT. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT or its employees must be disclosed in writing to CITY.

**SECTION 25 - OTHER PROVISIONS**

25.1 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

25.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall rule.

25.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

25.4 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of North Miami Beach, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date first above written subject to the terms and conditions set forth herein.

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST

\_\_\_\_\_  
SUSAN A. OWENS  
CITY CLERK  
  
(CITY SEAL)

CONSULTANT

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
ASSISTANT SECRETARY

CITY OF NORTH MIAMI BEACH

\_\_\_\_\_  
KELVIN L. BAKER  
CITY MANAGER

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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

## **SCOPE OF SERVICES**

**City of North Miami Beach  
Snyder Tennis Center Construction Documents  
Phase I FRDAP Improvements, Building Design and Associated Site Work  
December 23, 2009**

### **Project Introduction**

This Scope of Services (Scope) generally includes professional services for: civil engineering, architecture and associated building engineering, ecological sciences, landscape architecture, irrigation, site electrical engineering, technical review board site plan review, permitting, bidding assistance, and construction administration for Phase I Improvements at the Snyder Tennis Center. Improvements in this design phase are depicted as phase I and phases IIA and IIB in exhibit C. Construction drawings will be phased to meet City budget constraints.

Improvements included in the Phase I FRDAP Grant include:

- Laser grading of existing 12 clay tennis courts
- Perimeter site lighting
- Sports lighting of 6 east clay tennis courts
- Landscaping and irrigation

Improvements included in the Building Design and Associated Site Work include:

- Design of approximately 7,500 square foot building
- Main parking area to the west of the building
- Associated utilities
- Associated stormwater management
- Wetland mitigation design

### **Construction Documents: FRDAP Grant Improvements**

Construction Documents will be prepared utilizing AutoCAD on base survey information provided by the City. The plans generally consist of the following information:

1. Key Map/General Notes/Landscape Notes
2. Planting Plan and Details
3. Irrigation Plan and Details
4. Electrical Site Plan and Details
5. Point of Power connection for the tennis court lighting

### **Task 1: 60% Construction Documents FRDAP Improvements**

1. Kick off meeting and site visit with City and design team
2. 60% Construction Documents
3. Preliminary photometric plan
4. Coordination with MUSCO for tennis court lighting
5. Review of tennis court lighting design by MUSCO
6. Point of power connection for the tennis court lights
7. Coordination with Florida Power and Light on electrical

8. Outline of Written Specifications
9. Cost estimate update to ensure FRDAP grant compliance

**Task 2: 100% Construction Documents FRDAP Improvements**

1. 100% Construction Documents
2. Written Specifications
3. Final photometric plan
4. Two (2) review meetings with City
5. Final cost estimate to ensure FRDAP grant compliance

**Task 3: Construction Administration FRDAP Improvements**

During the construction phase, responses to Requests for Information (RFIs) will be provided to interpret or clarify the drawings and specifications. During construction, periodic site/nursery visits will be made (3 site visits are included as part of the fee proposal) to ensure that work is performed in accordance with the drawings and specifications. Field reports will be provided to the Owner within one (1) week of each visit, and a punch list will be compiled prior to final acceptance.

**Construction Documents: Building Design and Associated Site Work**

Geotechnical Engineering will be provided by HRES as a subconsultant to PBS&J in accordance with their proposal number HR09-491p, included as an attachment at the end of this proposal.

**Task 4: Construction Documents 50%**

**General**

1. Design Development 50%
2. Perform QA/QC review
3. Submit 50% plans to the City for review and comments
4. Submit draft specifications in CSI format
5. Submit site plan and building elevations and attend Technical Review Board (TRB), Planning and Zoning (P&Z) Board, and City Council Meetings for site plan presentations and approvals.

**Civil Engineering and Landscape Architecture**

The Design Development phase would include contacts with all the regulatory agencies in order to advise them of the project and to obtain their feedback on the permitting requirements that have to be met. To that end, PBS&J will attend a pre-application meeting with DERM Water Control and South Florida Water Management District (SFWMD) in order to discuss water management and wetland permitting. PBS&J would also meet with Miami Dade County since the project fronts onto West Dixie Highway which is owned by Miami Dade Public Works. PBS&J will then prepare conceptual (50%) site engineering plans addressing the permit conditions. Plans would include Site Layout, Demolition, Paving, Grading, Drainage, Water and Wastewater services and erosion control plans. The following is a listing of the anticipated tasks:

1. One site meeting each with DERM Water Control Section and SFWMD.
2. One meeting with Miami Dade Public Works.

3. Preparation of an application for an allocation letter from DERM Water and Wastewater Section.
4. Preparation of a request for sewer service from Miami-Dade Water and Sewer Department (WASD).
5. Apply for a new water and sewer service from WASD and the City's utility department and submit drawings for 'dry run'.
6. Four (4) working meetings with the Client.
7. Preparation of schematic (50%) site engineering, landscape, irrigation and hardscape plans addressing the permit conditions. Plans would include Site Layout, Demolition, Paving, Grading, Drainage, Water and Wastewater services, and erosion control plans, including the design of the storm water management system and pump station requirements, and submit to the City for review and comments.
8. Prepare draft of the civil engineering components of the Environmental Resources Permit application (ERP) for submittal to SFWMD and DERM for storm water management and wetland permitting.
9. Prepare draft of a Class II storm water management permit application for submittal to DERM.
10. Identify required geotechnical testing and authorize the Geotechnical firm to proceed.

#### **Parking Lot Electrical Engineering**

The Design Development phase would include a site visit and a coordination meeting with the City on the type of luminaire and light pole to use for the parking lot lighting. PBS&J will prepare preliminary lighting calculations and will then prepare conceptual (50%) site electrical engineering plans. Plans would include Site Layout, Demolition, and proposed lighting plans. The following is a listing of the anticipated tasks:

1. One site meeting with the City.
2. Preliminary lighting calculations.
3. Preparation of preliminary (50%) lighting plans for the south parking lot, including the location of the light poles and underground wiring.

#### **Building Design**

PBS&J shall perform Architectural, Structural, Mechanical, Plumbing and Electrical Engineering and Cost Estimating Services related to the Design, Construction Documents & Construction Administration Services for the 7,500 SF Snyder Park Tennis Center Facility. The documents in this phase will include the following:

1. Site plan depicting horizontal location of proposed site improvements showing all dimensions and site features.
2. Architectural floor plan showing all dimensions and any cross references, wall types, or other component, assembly or direction regarding the construction.
3. Exterior building elevations showing control joints, material locations, elevation height and other building features.

4. Building and wall sections to establish vertical controls and construction types including clear graphic and notes on construction assemblies and systems to be used, dimensions and heights. Provide associated detailing to delineate solutions for difficult connections.
5. Reflected ceiling plan to indicate ceiling types, heights, light fixture types, mechanical diffuser and return locations. Delineate and detail any dropped soffits or joint conditions between different materials.
6. Roof plan showing all roof penetrations, including drains, scuppers, exhaust fans, and any other equipment on the roof. Show direction of roof slopes with elevations at the high and low points, type of roofing system to be used, expansion joints, typical parapet, and flashing details.
7. Interior elevations including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and equipment and accessories.
8. Room finishes, window and door schedules coordinated with the floor plan, developed to 50% completion.
9. Preliminary calculations for structural, mechanical, plumbing and electrical systems.
10. Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
11. Mechanical and Plumbing drawings including floor plans, sections, details, riser diagrams, and equipment, fan, and fixture schedules. Providing double line ductwork layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines. Providing plumbing equipment and fixture drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
12. Electrical drawings and analysis with lighting layouts including circuiting, luminary identification and switching. Also provided will be luminance photometric print out for all indoor typical spaces and outdoor including parking areas. Provide riser diagrams for all electrical systems including fire alarm, computer networking/telephone. Provide light fixture schedule, panel schedules, installation details and grounding system.
13. Technical specifications (CSI Format) organized to conform with building requirements for all divisions and an appropriate level of developmental progress comparable to that of the drawings.

#### **Task 5: Construction Documents 90%**

##### **General**

1. Construction documents 90%
2. Perform QA/QC review
3. Submit 90% plans to the City for review and comments

### **Civil Engineering and Landscape Architecture**

1. Obtain 50% review comments from the City and proceed with addressing all the comments.
2. Prepare and submit plans to WASD and the City's Utility Department for review and final approval of water and wastewater service connections.
3. Prepare and submit Miami Dade Public Works Utility, Connection and Drainage permit applications
4. Advance paving, grading, drainage, landscape, irrigation and hardscape plans to the 90% stage including drainage design for the entire Snyder Park site. Prepare design for the pump station and drainage well system for the park drainage.
5. Advance technical specifications to 90% stage.
6. Submit ERP application to SFWMD and DERM for storm water management and wetland permitting.
7. Submit Class II storm water management permit application to DERM.
8. Attend four (4) progress meeting with the City.

### **Parking Lot Electrical Engineering**

1. Obtain 50% review comments from the City and proceed with addressing all the comments.
2. Prepare parking lot photometric plan showing maintained footcandle values.
3. Prepare voltage drop calculations.
4. Advance parking lot lighting plans to the 90% stage

### **Building Design**

1. Architectural drawings including floor plan, door, window and finish schedules, roof plan, elevations, sections, and details.
2. Structural drawings including completed foundation plans; floor and roof framing plans; full structural detailing and scheduling; wind pressures, and completed calculations submitted for review separately from the completed structural drawings.
3. Mechanical and Plumbing drawings including floor plans, sections, details, riser diagrams, and equipment, fan, and fixture schedules.
4. Provide double line ductwork layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
5. Provide plumbing equipment and fixture drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
6. Electrical drawings including floor plans, sections, details, riser diagrams, fixture and panel schedules, grounding system, data/voice, fire alarm, etc.

### **Task 6: Construction Documents 100%**



**General**

1. Construction documents 100% review phase
2. Perform QA/QC review
3. Submit 100% plans to the City for review and comments
4. Submit final specifications in CSI format
5. Address all final review comments

**Civil Engineering and Landscape Architecture**

1. Obtain 90% review comments from the City and proceed with addressing all the comments.
2. Obtain WASD and City's Utility Department final approval for water and wastewater service connections.
3. Obtain Miami Dade Public Works Utility, Connection and Drainage permit applications
4. Advance paving, grading, drainage, landscape, irrigation and hardscape plans to the 100% stage including drainage design.
5. Advance the site engineering plans to the 100% review stage including the design of the storm water management system and pump station requirements.
6. Finalize technical specifications.
7. Obtain ERP from SFWMD and DERM for storm water management and wetland permitting.
8. Obtain Class II permit approval from DERM. Actual permit is issued when the contractor has been selected and permit fees paid.
9. Attend four (4) progress meetings with the City.

**Parking Lot Electrical Engineering**

1. Obtain 90% review comments from the City and proceed with addressing all the comments.
2. Advance parking lot and photometric lighting plans to the 100% stage

**Building Design**

1. Key sheets including a index of drawings. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
2. Architectural drawings including completed floor plan, door, window and finish schedules, roof plan, elevations, sections, and details.
3. Structural drawings including completed foundation plans, floor and roof framing plans, full structural detailing and scheduling, wind pressures, and completed calculations.
4. Mechanical and Plumbing drawings including completed floor plans, sections, details, riser diagrams, and equipment, fans, and fixture schedules.
5. Electrical drawings including completed power and lighting floor plans, sections, details, riser diagrams, fixture and panel schedules, grounding system, data/voice, fire alarm, etc.

## **Task 7: Permitting**

### **Engineering Permitting**

Provide the client with technical support after the plans are submitted to the permitting agencies. Provide coordination with the governmental agencies, technical responses, and plan revisions as required. The client will be responsible for the payment of any and all impact, review and permitting fees. It is estimated that after the initial submittal, within 30 days the review comments are expected and the technical responses to follow immediately. The following are the anticipated tasks:

1. Attend four meetings with WASD; one to submit plan, one with the plans reviewer, one to pick up the plans and submit the request for a verification letter and one to pick-up the verification form.
2. Attend one meeting each with the DERM and SFWMD for storm water management.
3. Respond to request for additional information (RAI) from DERM, SFWMD and Miami Dade Public Works.

### **Building Permitting**

The services in this phase will include the preparation, submittal, and pursuit of approval for a Building and Zoning permit by the local agency having jurisdiction.

### **Wetlands and Endangered Species Permitting**

PBS&J has conducted a preliminary environment assessment of the project site and the following scope items are based on the findings and assumptions of that assessment. PBS&J will perform the following tasks as it relates to the presence of wetlands and the potential presence of protected wildlife on the project site.

1. Wetland Delineation and Jurisdictional Determination.
  - a. PBS&J will conduct a wetland delineation of the on-site wetlands pursuant to 62-340 Florida Administrative Code (FAC) and the US Army Corps of Engineers (ACOE), pursuant to the 1987 Federal Wetlands Delineation Manual and Atlantic and Gulf Coastal Plain supplement.
  - b. PBS&J will coordinate with local, state and federal permitting agencies to verify the wetland lines and conduct one onsite jurisdictional determination. Ahead of the onsite meeting, maps and exhibits will be prepared to aid in the determination.
  - c. Preliminary scoring of the jurisdictional wetlands will be conducted utilizing the Uniform Mitigation Assessment Method (UMAM) per Chapter 62-345 FAC to assist in determining mitigation requirements of wetland impacts.
2. Protected Species  
PBS&J will review all pertinent regulatory databases to determine the risk of the project to protected species or their habitat. The U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation

Commission will be advised of this project with the goal of receiving letters of concurrence on any findings as of a result of the investigations.

**Deduct Alternates: Wetlands and Endangered Species Permitting**

The proposed project may affect state and/or federal jurisdictional wetlands and potentially may affect state and/or federally listed species. If the onsite wetlands are not claimed by any jurisdictional agency, then the following tasks will not be necessary. The fee reduction is presented in the compensation section.

3. Permit Preparation  
If in the performance Item 1.b. above it is determined that any/all on-site wetlands are jurisdictional, PBS&J will prepare permit applications for submission to the appropriate regulatory agency for wetland impacts. It is anticipated a State of Florida / ACOE, Joint Environmental Resource Permit (ERP) and a Miami-Dade Department of Environmental Resources Management (DERM) Class IV, Wetland Permit will be required.
  - a. PBS&J will assess and complete all required surface water, wetland impact and mitigation sections required in the State of Florida / ACOE ERP application and respond to Requests for Additional Information from each agency, if required.
  - b. PBS&J will assess and complete all required surface water, wetland impact and mitigation sections required to complete the DERM Class IV permit application and respond to Requests for Additional Information from the agency, if required.
  - c. If any wetland areas are determined to be jurisdictional by an agency in Item 1.b. above then those areas will be located by a surveyor licensed in the state of Florida and the wetland line identified on a DOQQ aerial and available for utilization in permit application figures. Elevations in the wetland areas will also be collected for future consideration during on-site wetland design to satisfy mitigation requirements.
  
4. Wetland Mitigation
  - a. PBS&J will evaluate offsite and onsite mitigation alternatives to compensate for the loss of onsite jurisdictional wetlands and wetland function as a result of the project. The goal of the evaluation would be to assess how much mitigation could be conducted on-site by designing a mitigation area and determine the cost benefit of offsite vs. onsite mitigation.
  - b. If it is determined the City would prefer to conduct onsite mitigation, PBS&J will design a mitigation area providing details on final elevations and grading, and will prepare a plant list for submission to the agencies for approval.

**Deduct Alternate: Offsite Mitigation**

- c. If it is determined the City would prefer to conduct offsite mitigation, PBS&J will assist the City in negotiating mitigation credit purchasing

and/or locating a project site on which to conduct offsite mitigation. If this option is chosen, the deduct alternate is provided in the compensation section.

#### **Task 8: Bidding Assistance**

Project improvements are anticipated to be publically bid. Bidding Assistance will be done twice, once for the building in fiscal year 2010 and once in fiscal year 2011 for the parking lot and associated site work.

1. **Clarification and Addendum** – Consultant will respond to questions through the City Purchasing Department. All addendums will be issued by City.
2. **Review Bids** – Bids will be submitted directly to Purchasing. After bids are received, the Consultant will review bids, if required, and make appropriate recommendations.

#### **Task 9: Cost Estimating**

Construction drawings will be phased to meet City budget constraints. An updated construction cost estimate will be provided at each design submittal phase, 50%, 90%, 100%.

#### **Compensation**

Compensation for the above services shall be in accordance with the attached exhibit B.

#### **Schedule**

Project schedule for FRDAP Improvements (Tasks 1-3) will be complete by April 30, 2010. PBS&J and the City of North Miami Beach will have to work together for the duration of the project to ensure timely review times and procurement processes. Project schedule for Tasks 4-9 will be substantially complete (90% design) by August 30, 2010.

## SERVICES NOT INCLUDED

Services authorized by the client other than those specifically listed above will be considered additional services. PBS&J may perform these services and any other requested miscellaneous additional service on an agreed lump sum and/or time charge plus reimbursable basis upon written authorization.

- Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previous given, or are due to causes beyond the control of PBS&J.
- Services authorized by the Client other than those specifically listed in the Scope of Services outlined herein, shall be considered Additional Services, for which the Client will compensate the Consultant based on an additional fee that is mutually agreed upon.
- Major revisions to the approved Conceptual Site and Floor Plan would constitute additional services.
- Other engineering designs such as fire protection, natural/propane gas, street lighting photometrics, pile-supported foundations, grade beams, structural floor slabs or wood rafter systems are not included.
- Surveying and mapping services, or preparing documentation and other related material for any proposed or existing easements that are required.
- Provide title search services to verify boundary and easements.
- Attending governmental agency review workshop and meetings to address waivers, variances or denials of, or for, the proposed improvements.
- Preparing documentation for concurrency determination, review, or approval.
- Providing services to investigate off-site existing facilities, to make measured drawings thereof, to verify the accuracy of drawings or other furnished information.
- Applying for or securing the utility permits and other construction related permits, except for those listed in this Agreement.
- Designing and preparing plans for walls.
- Preparing plans and permits for construction or improvement of off-site infrastructure to service the project site.
- Coordinating the relocation of existing utilities except as part of design services as described herein.
- Providing professional services made necessary by the fault of others.
- Preparing supporting data and other services in connection with Change Orders if extensive revisions to construction documents are required by PBS&J, except if the revision is caused by a fault of PBS&J.
- Providing project services of professional consultants for other than the normal site engineering and construction observation services.
- Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- Construction survey and/or additional construction phase services than outline herein.
- LEED certification.

- Building commissioning.
- Coordination with Kitchen Consultant
- Mechanical and electrical design for the kitchen

ITEMS FURNISHED BY THE OWNER

1. Pay for all permit and/or review fees.
2. Provide full information regarding requirements for Project including Owner's objectives, schedule, constraints and criteria.
3. Provide an AutoCAD file of the topographic and boundary survey and a recent complete legal description of the property.

**Exhibit B  
COMPENSATION**

**City of North Miami Beach  
Snyder Tennis Center Construction Documents  
Phase I FRDAP Improvements, Building Design and Associated Site Work  
December 23, 2009**

The Consultant will be compensated in a lump sum amount to be billed monthly for the duration of the project.

**FRDAP Grant Improvements**

|  |                  |
|--|------------------|
| <b>Task 1: 60% Construction Documents</b>  | <b>\$ 21,440</b> |
| <b>Task 2: 100% Construction Documents</b> | <b>\$ 31,317</b> |
| <b>Task 3: Construction Administration</b> | <b>\$ 14,963</b> |

**Construction Documents: Building Design and Associated Site Work**

|   |                   |
|---|-------------------|
| <b>Task 4 : Construction Documents 50%</b>    | <b>\$ 199,719</b> |
| <b>Task 5: Construction Documents 90%</b>     | <b>\$ 83,447</b>  |
| <b>Task 6: Construction Documents 100%</b>    | <b>\$ 49,645</b>  |
| <b>Task 7: Permitting</b>                     | <b>\$ 48,788</b>  |
| <b>Task 8: Bidding Assistance</b>             | <b>\$ 11,730</b>  |
| <b>Task 9: Cost Estimating</b>                | <b>\$ 21,109</b>  |
| <b>Geotechnical Engineering subconsultant</b> | <b>\$ 5,954</b>   |

**Expenses** **\$ 19,100**

**Project Lump Sum Total: \$507,212**

**Deduct Alternates:**

**Wetlands and Endangered Species Permitting Task 7**

|  |                  |
|--|------------------|
| <b>Permit Preparation (3 a-c)</b>      | <b>\$ 14,437</b> |
| <b>Onsite Wetland Mitigation (4a)</b>  | <b>\$ 6,968</b>  |
| <b>Offsite Wetland Mitigation (4b)</b> | <b>\$ 697</b>    |

**MEMORANDUM**

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

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

**DATE:       JANUARY 19, 2010**

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**RE:   RESOLUTION NO. R2010-6  
      CHARTER COUNTY TRANSIT SYSTEM SURTAX PROCEEDS**

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**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
REVISED INTERLOCAL AGREEMENT WITH MIAMI-  
DADE COUNTY FOR DISTRIBUTION, USE AND  
REPORTING OF CHARTER COUNTY TRANSIT SYSTEM  
SURTAX PROCEEDS.**



# City of North Miami Beach Memorandum



*City Manager's Office*

**TO:** Mayor and City Council  
**FROM:** Kelvin L. Baker, City Manager  
**DATE:** January 11, 2010

**RE:** Approval of Resolution No. 2010-6 authorizing the City Manager to enter into a revised interlocal agreement with Miami-Dade County for Distribution, Use and Reporting of Charter County Transit System Surtax Proceeds.

## **BACKGROUND**

In 2002, Miami-Dade County adopted Ordinance No. 02-116 levying and imposing a one half of one percent Charter County Transit System Surtax pursuant to the authority of Section 212.055(1) of the Florida Statutes. Ordinance No. 02-116 provides that a portion of the Surtax proceeds be distributed annually to certain cities who meet specified conditions (this includes the City of North Miami Beach). On August 18, 2003 the City of North Miami Beach entered into an interlocal agreement with Miami-Dade County which delineated each of the party's obligations under the agreement. In 2007, the County modified the agreements it entered into with the eligible cities. The City and County have been performing under the modified agreement but as yet have not memorialized a written agreement. The modifications include such items as definitions, change in the audit reporting date now due by November 1<sup>st</sup> (previously June 1<sup>st</sup>) which works better with the fiscal calendar, as well as many added housekeeping provisions formerly left silent.

## **RECOMMENDATION**

Staff recommends that we enter into this revised interlocal agreement with Miami-Dade County since both parties have been performing under the modified obligations and in order to continue receiving these funds.

## **FISCAL IMPACT**

None

## **CONTACT PERSON**

Roslyn Weisblum, Assistant City Manager

cc: Darcee S. Siegel, City Attorney  
Susan Owens, City Clerk

**RESOLUTION NO. R2010-6**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A REVISED INTERLOCAL AGREEMENT WITH MIAMI-  
DADE COUNTY FOR DISTRIBUTION, USE AND  
REPORTING OF CHARTER COUNTY TRANSIT SYSTEM  
SURTAX PROCEEDS.**

**WHEREAS**, in accordance with Section 212.055(1), Florida Statutes, and pursuant to Miami-Dade County Ordinance 02-116, the County adopted and imposed a one-half of one percent Charter County Transit System Surtax on purchases within the County; and

**WHEREAS**, based on that Ordinance, all cities in existence as of November 5, 2002 were eligible to receive twenty (20) percent of the surtax proceeds; and

**WHEREAS**, the City of North Miami Beach is a city eligible to receive the funds; and

**WHEREAS**, according to the terms of the legislation enacted by the County, the City of North Miami Beach is required to apply at least twenty (20) percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays or other transit related infrastructure; and

**WHEREAS**, the City of North Miami Beach first entered into an Interlocal Agreement for Charter County Transit System Surtax Proceeds on August 18, 2003; and

**WHEREAS**, the terms and conditions of that Agreement have been modified by the parties in 2007 by practice, but not in writing; and

**RESOLUTION R2010-6**

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach recognize the importance to the citizens of using the surtax proceeds to enhance and improve traffic mobility within the City of North Miami Beach; and

**WHEREAS**, the Mayor and City Council have determined that entering into an Interlocal Agreement (attached hereto as Exhibit "A" and incorporated herein) will provide better oversight, reporting and use of surtax funds for transportation modes throughout the City of North Miami Beach.

**NOW, THEREFORE,**

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, approves the Interlocal Agreement between the City of North Miami Beach and Miami-Dade County, and authorizes the City Manager to execute the Agreement and to exercise the provisions contained therein, a copy of which is attached hereto and incorporated herein by reference.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of January, 2010.

ATTEST:

\_\_\_\_\_  
SUSAN A. OWENS  
CITY CLERK  
(CITY SEAL)

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

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor and Council

**RESOLUTION R2010-6**

**INTERLOCAL AGREEMENT FOR DISTRIBUTION, USE  
AND REPORTING OF CHARTER COUNTY TRANSIT  
SYSTEM SURTAX PROCEEDS LEVIED BY MIAMI-DADE  
COUNTY**

This Interlocal Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), and \_\_\_\_\_, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida ("City").

WHEREAS, County adopted Ordinance No. 02-116 levying and imposing a one half of one percent Charter County Transit System Surtax ("Surtax") pursuant to the authority of Sec. 212.055(1) Fla.Stats. (2002); and

WHEREAS, in 2003, County and City entered into an Interlocal Agreement delineating each party's obligations; and

WHEREAS, the County and City wish to modify that agreement; and

WHEREAS, this Agreement supersedes all previous agreements; and

WHEREAS, twenty (20) percent of surtax proceeds shall be distributed annually to those Cities existing as of November 5, 2002, ("eligible cities") that meet certain conditions including:

The City continues to provide the same level of general fund support for transportation that was in its FY 2001-2002 budget in subsequent fiscal years;

Any surtax proceeds received shall be applied to supplement, not replace a City's general fund support for transportation;

WHEREAS, Miami-Dade County Ordinance 02-116 requires that the City, on an annual basis, apply at least twenty (20) percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays or other transit-related infrastructure. Any City that cannot apply the twenty (20) percent portion of surtax proceeds it receives as provided in the preceding sentence, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that City and immediately adjacent areas.

WHEREAS, if the City cannot expend such proceeds in accordance with either of the preceding sentences, then such proceeds shall either carry over and be added to the

**Exhibit A**

overall portion of surtax proceeds to be distributed to the Cities in the ensuing year and shall be utilized solely for the transit uses;

WHEREAS, surtax proceeds distributed on a pro rata basis amongst eligible cities based on the ratio such City's population bears to the total population in all such Cities (as adjusted annually in accordance with the Estimates of Population prepared by the Bureau of Economic and Business Research of the University of Florida) that continue to meet the foregoing conditions; and

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the City agree as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Administrative costs" shall be defined as overhead expenses which are not readily attributable to any one particular project funded in whole or in part by the transit surtax funds.
- 1.3 "BCC" shall mean the Miami-Dade County Board of County Commissioners.
- 1.4 "CITT" shall mean the Citizens' Independent Transportation Trust.
- 1.5 "City" shall mean a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida.
- 1.6 "Contractor" shall mean any entity, public or private, providing public transit services as described in this Agreement under contract to the City.
- 1.7 "County" shall mean Miami-Dade County, Florida.
- 1.8 "FDOR" shall mean the Florida Department of Revenue.

- 1.9 "Eligible Cities" shall mean cities in existence as of November 5, 2002.
- 1.10 "Fares" shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.11 "Mayor" shall mean Miami-Dade County Executive Mayor
- 1.12 "MDT" shall mean Miami-Dade Transit and authorized representatives thereof.
- 1.13 "OCITT" shall mean the Office of The Citizens' Independent Transportation Trust and authorized representatives thereof.
- 1.14 "Project" shall be defined as transportation and transit projects including operation and maintenance thereof, funded in whole or in part by surtax proceeds.
- 1.15 "Program" shall be defined as transportation and transit projects including operation and maintenance thereof, funded in whole or in part by surtax proceeds.
- 1.16 "Surtax Proceeds" shall mean the funds collected and received by the FDOR from the imposition of the Charter County Transit System Sales Surtax, less the FDOR's cost of administration.
- 1.17 "The Trust" shall include the Citizens' Independent Transportation Trust, and authorized representatives thereof.

## ARTICLE 2 TERMS

### 2.1 TERMS OF AGREEMENT

This agreement shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board of County Commissioners, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final; and approval by the Commission or Council of the \_\_\_\_\_ of \_\_\_\_\_ or \_\_\_\_\_ Manager, if accompanied with documentation evidencing the City Manager's authority to sign agreement; and the execution by the County Manager. This agreement shall remain in force for five (5) years thereafter.

### 2.2 TERMINATION

This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within the notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination was delivered.

2.3 The County may suspend or terminate the dispersing of surtax proceeds to the City if there is a breach of this Interlocal Agreement until such breach is cured.

2.4 The County reserves the right to cancel unilaterally this Agreement for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

**ARTICLE 3  
ACCOMPLISHMENT OF PROJECTS**

Submission of Proceedings, Contracts and Other Documents: The City shall submit to the CITT and/or OCITT such data, reports, records, contracts and other documents relating to the program as the CITT or OCITT may request. On a quarterly basis, the City shall provide to the OCITT a report regarding the implementation of the projects funded in whole or in part by surtax proceeds. This information is due to the OCITT no more than ten (10) working days after the quarter end.

**ARTICLE 4  
ACCOUNTING RECORDS**

- 4.1 Establishment and Maintenance of Accounting Records: The City shall maintain for projects or programs, in conformity with requirements of "Principles for State and Local Governments," separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "program account". Documentation of the program account shall be made available to the CITT upon request any time during the period of the Agreement.
- 4.2 By November 1 of each year, City shall, in order to be eligible to receive a portion of the Municipal Share for the ensuing year, certify to County that: i) for the current fiscal year it is providing at least the same level of general fund support for transportation that City provided in City's FY 2001-2002 budget; and ii) it is using the current year's portion of the Municipal Share received in accordance with this Agreement. Such certification shall include a certified copy of City's budget for the current fiscal year, together with a list of the projects (including ongoing or completed projects that the City is paying debt service on borrowed funds) on which the current year's portion of the Municipal Share received is being expended. If City fails to meet the certification requirements, after being given a reasonable opportunity to correct any deficiencies, the amount equal to the pro rata portion of the Municipal Share City is to receive in the ensuing year shall not be distributed to City and shall be distributed among the remaining eligible cities.
- 4.3 Funds Received or Made Available for Projects: The City shall appropriately record in the program account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the County pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the program, which County payments and other funds are herein collectively referred to as "program funds". The City shall require



depositories of program funds to secure continuously and fully all program funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of program funds by the County, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the County.

- 4.4 Documentation of Program Costs: All costs incurred by the program, including any approved services contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

## **ARTICLE 5 AUDIT AND INSPECTION**

- 5.1 Audit Reports: By November 1 a certified report with a disclosure of surtax proceeds expended in accordance with State law, Ordinance No. 02-116, and this Agreement followed by an independent audit report six (6) months after the fiscal year end. The City agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the CITT, including but not limited to site visits and limited scope audits. The City further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CITT or the Audit and Management Services Department of Miami-Dade County, the Office of the Commission Auditor, the Miami-Dade County Office of the Inspector General or an agent of the County. The City shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three (3) years from the date the audit report is issued, and shall allow the CITT access to such records and working papers upon request.
- 5.2 Other Requirements: If an audit discloses any significant audit findings relating to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the City, the City shall submit as part of the audit package to the CITT a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The City shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.
- 5.3 The City shall permit and require its contractors to permit the County and the CITT's authorized representative to inspect all work, materials, payrolls, records, and to audit the books, records and accounts pertaining to the financing and development of the program.

**ARTICLE 6**  
**RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS**

- 6.1 Equal Employment Opportunity: In connection with the carrying out of any project, the City shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, sexual orientation or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of CITT assisted contracts.

The City shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project/program, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the City shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

- 6.2 Title VI - Civil Rights Act of 1964: Execution of this Interlocal Agreement constitutes a certification that the City will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the City pursuant thereto.
- 6.3 The Americans with Disabilities Act of 1990 (ADA): Execution of this Interlocal Agreement constitutes a certification that the City will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the Federal government issued thereunder, and the assurance by the City pursuant thereto.
- 6.4 Prohibited Interests: Neither the City nor any of its contractors or its subcontractors shall enter into any contract, subcontract, or arrangement in connection with projects or any property included or planned to be included in the projects, in which any member, officer, or employee of the City during his tenure or for two years

thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the City, the City with prior approval of the BCC and the CITT, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the City relating to such contract, subcontract, or arrangement. The City shall insert in all contracts entered into in connection with projects or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision: "No member, officer, or employee of the City during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof." The provisions of this subsection shall not be applicable to any agreement between the City and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental City.

- 6.5 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

- 7.1 Environmental Pollution: Execution of this Interlocal Agreement constitutes a certification by the City that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The City will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the CITT for any loss incurred in connection therewith.
- 7.2 Not Obligated to Third Parties: The County, the BCC Members, the CITT Members and all of the County's officers, agents, and employees shall not be obligated or liable hereunder to any party other than the City.
- 7.3 When Rights and Remedies Not Waived: In no event shall the making by the County of any payment to the City constitute or be construed as a waiver by the County of any breach of covenant or any default which may then exist, on the part of the City, and the making of such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

- 7.4 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- 7.5 State or Territorial Law: Nothing in the Agreement shall require the City to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the City will at once notify the OCITT in writing in order that appropriate changes and modifications may be made by the County and the City to the end that the City may proceed as soon as possible with projects.
- 7.6 Use and Maintenance of Project Facilities and Equipment: The City agrees that project facilities and equipment will be used by the City to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles. The City further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.
- 7.7 Signage: For any project funded in whole or in part by surtax proceeds, The City shall post in a conspicuous location at the job site, structure or vehicle, a sign indicating that surtax proceeds are being used for this project.
- 7.8 Residency Requirement: For any project funded in whole or in part by surtax proceeds, the City may not provide any preferential access accommodations or pricing based on residency.
- 7.9 Administrative Expenses: Consistent with Miami-Dade County Ordinance 06-138 the City shall not expend more than five (5) percent of its municipal share of surtax proceeds on administrative expenses, exclusive of project management and oversight for projects funded by the surtax.
- 7.10 Contractual Indemnity: To the extent provided by law, the City shall indemnify, defend, and hold harmless the County, the BCC Members, the CITT Members and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County or any of its officers, agents, or employees during the performance of the Agreement.
- 7.11 When the County receives a notice of claim for damages that may have been caused by the City in the performance of services required under this Agreement, the County will immediately forward the claim to the City. The County's failure to

promptly notify the City of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the City.

- 7.12 The County Manager or his designee shall have the authority to distribute and/or withhold surtax funds.

## **ARTICLE 8 AGREEMENT FORMAT**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

## **ARTICLE 9 EXECUTION OF AGREEMENT**

This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

## **ARTICLE 10 RESTRICTIONS ON LOBBYING**

- 10.1 Federal: The City agrees that no surtax proceeds have been paid or will be paid by or on behalf of the City, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have been paid by the City to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Interlocal Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- 10.2 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.
- 10.3 County: No funds received pursuant to this contract may be expended for lobbying the County.

**ARTICLE 11  
MODIFICATIONS AND MISCELLANEOUS PROVISIONS**

All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:  
 OFFICE OF THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST  
 c/o Executive Director, OCITT  
 111 NW 1 Street, Suite 1010  
 Miami, FL 33128  
 Fax: (305) 375-4605

FOR \_\_\_\_\_ OF \_\_\_\_\_:  
 \_\_\_\_\_ of  
 Office of the \_\_\_\_\_ Manager

With Copies to:

- 11.1 COMPLETE AND BINDING AGREEMENT This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 11.2 GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Florida

IN WITNESS WHEREOFF, the parties hereto have made and executed this

Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,  
a political subdivision of the State of  
Florida

Harvey Ruvlin, Clerk

By its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

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

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

ATTEST:

FOR THE CITY:

\_\_\_\_\_,  
a political subdivision of the State of  
Florida

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor or \_\_\_\_\_ Manager

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

Approved as to Form and Legal Sufficiency/Terms and Conditions Provided by Others

By: \_\_\_\_\_  
City Attorney





## City of North Miami Beach Interoffice Memorandum

*Office of the City Clerk*

**TO:** Honorable Mayor and Council  
**FROM:** Susan A. Owens, CMC, City Clerk *SAO*  
**CC:** Kelvin L. Baker, City Manager  
Darcee S. Siegel, City Attorney  
**DATE:** January 19, 2010

---

**RE:** **Blue Light District Entertainment, LLC, d/b/a Diamond's Gentlemen's Club**  
**4:00 A.M. to 6:00 A.M. Extension of Hours Business Tax Receipt Application**  
**at 337-349 N.W. 170 Street, North Miami Beach, FL 33169**  
**(f/k/a Diamond's Cabaret)**

---

### **BACKGROUND**

Ebony and Ivory Entertainment, LLC, d/b/a Diamond's Cabaret has ceased operations. Since then, the business has come under the new ownership of Blue Light District Entertainment, LLC. On November 4, 2009, Blue Light District Entertainment, LLC, d/b/a Diamond's Gentleman's Club, applied for a new Adult Entertainment Establishment Business Tax Receipt (2) a new 2:00 A.M. to 4:00 A.M. Extension of Hours Business Tax Receipt and (3) a new 4:00 A.M. to 6:00 A.M. Extension of Hours Business Tax Receipt.

As for the building, damage from a fire that occurred under the ownership of Diamond's Cabaret will need to be repaired before Diamond's Gentleman's Club can be opened. As of this Council meeting, the repairs and required inspections are still in the process and are anticipated to be completed in mid/late January. The departments that will need to sign off on the repairs are the City's Building Department and the Miami-Dade County Fire Department. Additionally, the Police Department has been working extensively with the new management to identify any security measures and other important conditions that Diamond's will need to abide by in order to be issued, and to maintain, their Business Tax Receipts. The final stipulation, the business owner shall also be required to deposit to escrow \$10,000 to cover off-duty police services.

Per the City's Code of Ordinances, the City Manager and the Director of Community Development have approved the first two (2) Business Tax Receipt applications. The Business Tax Receipt for the 4:00 A.M. to 6:00 A.M. Extension of Hours, however, requires approval by the City Council. What is before the Council now is only approval of the extension of hours, not approval of the Adult Entertainment Establishment.

### **RECOMMENDATION**

Staff is recommending approval of the 4:00 A.M. to 6:00 A.M. extension of Hours Business Tax Receipt, subject to final approval by the City's Building Department, Miami-Dade County Fire Department, and any and all other stipulations requested by the City's Chief of Police. The City Council may choose to approval any initial review period up to six (6) months. At the conclusion of the initial period, this Business Tax Receipt will be brought back before the Council to determine whether or not the 4:00 A.M. to 6:00 A.M. Extension of Hours Business Tax Receipt should be renewed.

# DIAMOND'S GENTLEMEN'S CLUB



## BUSINESS TAX RECEIPT APPLICATION

CITY OF NORTH MIAMI BEACH  
OFFICE OF THE CITY CLERK  
17011 N.E. 19TH AVENUE  
NORTH MIAMI BEACH, FL 33162  
PHONE: (305) 787-6001

OFFICIAL USE

192263

4 AM-6 AM

PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH AND ANY AMENDMENTS THERETO, I (WE) HEREBY MAKE APPLICATION FOR A BUSINESS TAX RECEIPT TO CONDUCT THE BUSINESS DESCRIBED BELOW, AND I (WE) EXPECT TO COMMENCE OPERATION, OR HAVE COMMENCED OPERATION OF SAID BUSINESS ON OR ABOUT 11/01/2010

**TRANSFER:** PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, I (WE) HEREBY MAKE APPLICATION FOR TRANSFER OF:  LOCATION  OWNERSHIP

NEW:

TRANSFER:

ADDITION(S):

CHANGE(S):

OTHER:

DATE: 11/4/09

MAILED:

REC'D:

CLERK: JC

FROM:

TO:

ADDITION(S), DELETION(S), AND/OR CHANGE(S):

BUSINESS ADDRESS: 337, 339, 341, 343, 345, 347, + 349 N.W. 170 ST. N.M.B., FL 33169

MAILING ADDRESS: 10018 LAUREL ROAD DAVIE, FL 33328

NAME OF BUSINESS (INDIVIDUAL, CORP., P.A. (L.L.O.), ETC.):

BLUE LIGHT DISTRICT ENTERTAINMENT, LLC

TRADE NAME: DIAMOND'S GENTLEMEN'S CLUB

NAMES of ALL PERSONS ASSOCIATED as Partners/Officers/Mgrs/Sales People/etc. and their TITLES and RESIDENCE ADDRESS:

LEONARD JAMES MURKIN, MGRM 10018 LAUREL ROAD DAVIE, FL 33328

STATE FULL NATURE OF BUSINESS: EXTENSION OF HOURS 4AM TO 6AM

| TELEPHONE NUMBERS                | STOCK/COST VALUE \$          | AMOUNT(S)   | CODE        |
|----------------------------------|------------------------------|-------------|-------------|
| BUSINESS: <u>(305) 654-3500</u>  | NO. SEATS/RESTAURANT:        | <u>3000</u> | <u>4177</u> |
| RESIDENCE: <u>(954) 533-1594</u> | NO. ROOMS/APARTMENTS:        | <u>25</u>   |             |
| EMERGENCY: <u>(305) 586-7634</u> | NO. WASHER/DRYERS: <u>25</u> | <u>3025</u> |             |
| CELLULAR: <u>(305) 586-7634</u>  | NO. AMUSEMENT DEVICES:       |             |             |
|                                  | NO. GASOLINE PUMPS:          |             |             |

### NOTICE

A BUSINESS TAX RECEIPT IS ISSUED ONLY AFTER APPROVAL OF ZONING, BUILDING, FIRE INSPECTION(S) (WHERE APPLICABLE), PAYMENT OF INPLANT FEE (WHERE APPLICABLE), POLICE DEPT. (WHERE APPLICABLE). I CERTIFY THAT ALL INFORMATION SHOWN ABOVE TO BE TRUE AND CORRECT, AND I DO UNDERSTAND THAT THE SAID BUSINESS AND/OR PREMISE IS NON-TRANSFERABLE WITHOUT CITY APPROVAL. BUSINESS TAX RECEIPTS OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT ARE NULL AND VOID.

DIAMOND'S GENTLEMEN'S CLUB  
BUSINESS NAME

LEONARD JAMES MURKIN  
APPLICANT OR AUTHORIZED AGENT

OFFICIAL USE

### INSPECTION - ADMINISTRATIVE STATUS REPORT

OFFICIAL USE

(TO BE SIGNED BY AUTHORIZED PERSON - WHEN APPROVED RETURN TO OFFICE OF THE CITY CLERK)

APPROVED:

Bob M 1 Nov 18, 2009  
OFFICIAL DATE

DENIED:

/  
OFFICIAL DATE

| Department       | Date Sent      | Date Rec'd |
|------------------|----------------|------------|
| ZONING           | <u>11/9/09</u> |            |
| BUILDING         | <u>11/9/09</u> |            |
| CITY CLERK       | <u>-</u>       |            |
| FIRE             | <u>11/9/09</u> |            |
| PUBLIC UTILITIES | <u>11/9/09</u> |            |

CONDITIONS &/or STIPULATIONS (Res., Ord., Administrative or Council Action):

# DIAMONDS GENTLEMEN'S CLUB



## BUSINESS TAX RECEIPT APPLICATION

CITY OF NORTH MIAMI BEACH  
OFFICE OF THE CITY CLERK  
17011 N.E. 19TH AVENUE  
NORTH MIAMI BEACH, FL 33162  
PHONE: (305) 787-6001

OFFICIAL USE

792261

PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH AND ANY AMENDMENTS THERETO, I (WE) HEREBY MAKE APPLICATION FOR A BUSINESS TAX RECEIPT TO CONDUCT THE BUSINESS DESCRIBED BELOW, AND I (WE) EXPECT TO COMMENCE OPERATION, OR HAVE COMMENCED OPERATION OF SAID BUSINESS ON OR ABOUT 01/01/2010

**TRANSFER:** PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, I (WE) HEREBY MAKE APPLICATION FOR TRANSFER OF:  LOCATION  OWNERSHIP

NEW:   
TRANSFER:  
ADDITION(S):  
CHANGE(S):  
OTHER:  
DATE: 11/4/09  
MAILED:  
REC'D:  
CLERK: JRC

FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

ADDITION(S), DELETION(S), AND/OR CHANGE(S): 722469

BUSINESS ADDRESS: 337-341 NW 170 ST NMB, FL 33169  
MAILING ADDRESS: 10018 LAUREL ROAD, DAVIE, FL 33169

NAME OF BUSINESS (INDIVIDUAL, CORP., P.A., L.L.C., ETC.): BLUE LIGHT DISTRICT ENTERTAINMENT LLC

TRADE NAME: DIAMOND'S GENTLEMEN'S CLUB

NAMES of ALL PERSONS ASSOCIATED as Partners/Officers/Mgrs/Sales People/etc. and their TITLES and RESIDENCE ADDRESS:  
LEONARD J. MURKIN 10018 LAUREL ROAD DAVIE, FL 33328  
MGEM

STATE FULL NATURE OF BUSINESS: ADULT ENTERTAINMENT - NUDE DANCING WOMEN ONLY PERFORMANCES (ADULT DANCING ESTABLISHMENT)

| TELEPHONE NUMBERS                | STOCK/COST VALUE \$              | AMOUNT(S)    | CODE        |
|----------------------------------|----------------------------------|--------------|-------------|
| BUSINESS: <u>(305) 654-3500</u>  | NO. SEATS/RESTAURANT: <u>250</u> |              |             |
| RESIDENCE: <u>(305) 583-1594</u> | NO. ROOMS/APARTMENTS: <u>10</u>  | <u>1000</u>  | <u>9999</u> |
| EMERGENCY: <u>(305) 586-1634</u> | NO. WASHER/DRYERS:               | <u>10025</u> |             |
| CELLULAR: <u>(305) 586-1634</u>  | NO. AMUSEMENT DEVICES:           |              |             |
|                                  | NO. GASOLINE PUMPS:              |              |             |

### NOTICE

A BUSINESS TAX RECEIPT IS ISSUED ONLY AFTER APPROVAL OF ZONING, BUILDING, FIRE INSPECTION(S) (WHERE APPLICABLE), PAYMENT OF INPLANT FEE (WHERE APPLICABLE), POLICE DEPT. (WHERE APPLICABLE). I CERTIFY THAT ALL INFORMATION SHOWN ABOVE TO BE TRUE AND CORRECT, AND I DO UNDERSTAND THAT THE SAID BUSINESS AND/OR PREMISE IS NON-TRANSFERABLE WITHOUT CITY APPROVAL. BUSINESS TAX RECEIPTS OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT ARE NULL AND VOID.

DIAMOND'S GENTLEMEN'S CLUB Leonard J. Murkin MGEM  
BUSINESS NAME APPLICANT OR AUTHORIZED AGENT

| OFFICIAL USE  | OFFICIAL USE   |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
|---|--|------------|-----------|------------|--------|----------------|--|----------|----------------|--|------------|--|--|------|----------------|--|------------------|----------------|--|
| <b>INSPECTION - ADMINISTRATIVE STATUS REPORT</b>  |  |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| (TO BE SIGNED BY AUTHORIZED PERSON - WHEN APPROVED RETURN TO OFFICE OF THE CITY CLERK). |  |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| APPROVED: <u>[Signature]</u> <u>11-10-09</u><br>OFFICIAL DATE                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Department</th> <th style="width: 33%;">Date Sent</th> <th style="width: 33%;">Date Rec'd</th> </tr> </thead> <tbody> <tr> <td>ZONING</td> <td><u>11/9/09</u></td> <td></td> </tr> <tr> <td>BUILDING</td> <td><u>11/9/09</u></td> <td></td> </tr> <tr> <td>CITY CLERK</td> <td></td> <td></td> </tr> <tr> <td>FIRE</td> <td><u>11/9/09</u></td> <td></td> </tr> <tr> <td>PUBLIC UTILITIES</td> <td><u>11/9/09</u></td> <td></td> </tr> </tbody> </table> | Department | Date Sent | Date Rec'd | ZONING | <u>11/9/09</u> |  | BUILDING | <u>11/9/09</u> |  | CITY CLERK |  |  | FIRE | <u>11/9/09</u> |  | PUBLIC UTILITIES | <u>11/9/09</u> |  |
| Department  | Date Sent  | Date Rec'd |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| ZONING  | <u>11/9/09</u>   |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| BUILDING  | <u>11/9/09</u>   |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| CITY CLERK  |  |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| FIRE  | <u>11/9/09</u>   |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| PUBLIC UTILITIES  | <u>11/9/09</u>   |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| DENIED: _____<br>OFFICIAL DATE  |  |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |
| CONDITIONS &/or STIPULATIONS (Res., Ord., Administrative or Council Action):            |  |            |           |            |        |                |  |          |                |  |            |  |  |      |                |  |                  |                |  |

*Form 73*

# City of North Miami Beach Police Department

## Inter-Office Memorandum

---

**To:** Susan A. Owens  
City Clerk

**From:** Rafael P. Hernandez Jr.  
Chief of Police

**Date:** 11/24/09

**Subject:** Blue Light District Ent.  
d,b,a, Diamonds

*Rafael P. Hernandez Jr.*  
11/21/09

---

Per your Memorandum dated 11/16/2009, requesting an investigation into the listed business of Blue Light District Entertainment, LLC. d,b,a Diamonds Cabaret 337 NW 170 St. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that Blue Light District Entertainment is listed as an "Active" Corporation (L09000105843). The registered agent is Leonardo Moore.

A request for back ground history was made for those person's listed on the occupational license application addendum. Those persons listed have no current criminal history in the State of Florida.

As per your request, call for service history was conducted for the time frame of 09/07/2008 through 09/23/2009; there were thirty-seven (37) calls for service during that time frame. A call for service history was also broken down per year showing solely on the address of dispatch. There were (1) homicide, (8) assault & batteries, (7) theft/burglaries, (10) investigations, (6) disturbances, (5) alarms.

There were a total of (20) calls after 0200 hrs.

\*This establishment sustained major fire damage and has been closed since.

CITY OF NORTH MIAMI BEACH, FLORIDA  
POLICE DEPARTMENT  
MEMORANDUM No. \_\_\_\_\_

TO: Chief Rafael P. Hernandez, Jr.

FROM: Major Larry Gomer

DATE: 11-30-2009

SUBJECT: Diamonds Cabaret

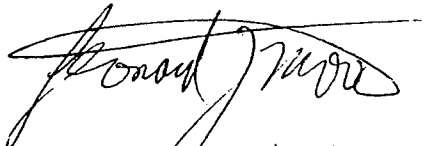
On Wednesday 11-25-2009, I was requested to review a business tax receipt application filed by Mr. Leonard Moore of Blue Light Entertainment, LLC. He is requesting a license to operate Diamonds Gentleman's Club (337-349 NW 170 st.) with extended hours of operation from 4 am – 6 am. This business was previously operated under the name Diamonds Cabaret. Mr. Moore was a former manager of the club under different corporate ownership. The building suffered damage in a fire that was determined to be Arson several months ago. Before the building was damaged, there were numerous incidents at this club, including shootings and stabbings. The Police Department had numerous meetings with the owners and managers of this business to reduce the violence caused by the patrons. Several times in recent years, the businesses 4 am- 6 am license has been suspended over safety concerns. In these meetings, numerous safety measures were agreed to by the former owners, and their license to operate was based on compliance to those measures. At the direction of the Chief, I made contact with Mr. Moore on 11-25-2009. During our conversation, he stated that he was aware of the measures we had required of the business in the past. I explained each of the measures to him again, that we would require in order to recommend the approval of a 4 am – 6 am license. Mr. Moore agreed to the following measures, and agreed to have them all in place prior to opening the business

- The owner would hire a professional security consultant to address its internal and external security issues.
- The business would employ four off duty police officers from the North Miami Beach Police Department to work outside the front door of the club, and in the parking lot during all hours of operation from midnight until 6 am.
- The businesses private security staff will patrol the parking lot during all business hours.

- The business will provide advanced notice (minimum 7 days) of all special events for the purpose of the Police Department determining if additional off duty officers will be required.
- The business will require all patrons to present valid identification prior to entry. The business will have technology in place that will capture and store this information for a period of thirty days for review during criminal investigations by the Police Department. The business will also install surveillance cameras, where legal, that will record to a hard drive capable of storing the images for a period of thirty days, to be reviewed by the Police department upon request
- Each patron, male and female, will be patted down and scanned with metal detectors for weapons prior to entry. Female's purses will also be searched.
- The business will post signs to comply with the departments, "Trespass After Warning" program.
- The business representatives will continue to have meetings with the Police Department to discuss any ongoing security issues in an effort to maintain security in the business, and in the surrounding areas of North Miami Beach.
- The business will deposit to escrow with the city, ten thousand dollars as a surety for its payment of off duty officer expenses. The business will also agree to keep current on all payments related to off duty expenses. If the business fails to keep its payments current for a period of five business days, the 4 am – 6am license will be suspended, and the escrow amount will be used to pay for the delinquent account.
- It is agreed upon that the above security measures will be in place prior to the business opening for operations. This will be confirmed by members of the Police Department via an inspection.

I would also recommend that the 4am-6am license be subject to review by City Council upon any significant violent event at the business location. A meeting has been scheduled with Mr. Moore at the police station on 12-01-2009, at 1100 hours to review this document for his signature.

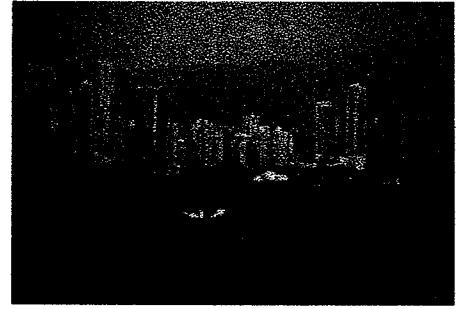
LEONARD S MOORE

  
12/01/09

# *Blue Light District Entertainment*

## *D/B/A Diamond's Gentlemen's Club*

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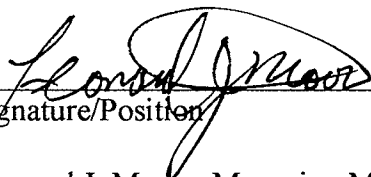
To: Mayor Myron Rosener,  
Council Persons John Patrick Julien, Philippe Derose, Phyllis S. Smith, Frantz Pierre,  
Beth E. Spiegel, Barbara Kramer, City Attorney Darcee S. Siegel, City Manager Dr.  
Kelvin L. Baker, City Clerk, Susan A. Owens, Chief Rafael P. Hernandez, Jr., and all  
other concerned Parties.

On Monday November 4, 2009, I met with the Chief of Police of the North Miami Beach Police Department, Chief Rafael P. Hernandez, Jr., and informed him that I was the new owner and had taken over possession of the former adult club Diamond's Cabaret. I had an in depth conversation with him and inquired about the City of North Miami Beach's position on allowing the club to open back up under new ownership with the same hours of operation and stipulations as the club operated in previous years. Let it be known that I was a Managing Member of the former Diamond's Cabaret from May 1<sup>st</sup> of 2005 until June 5<sup>th</sup> of 2007, during which time I establish a very good working relationship with the City of North Miami Beach and ran the establishment incident free during that period of time. Chief Hernandez informed me of the new stipulations that would be placed on the venue and informed me that he would have them drawn up and forwarded to me for my approval. On Wednesday 11-25-09 Major Larry Gomer contacted me via telephone and we went over the stipulations at length. On Tuesday December 1, 2009 at approximately 11:00 am I had a meeting with Major Gomer at the Police Department and he explained each of the stipulation measures to me once again. I agreed to the following measures, and to have them all in place prior to opening the business

- The owner would hire a professional security consultant to address its internal and external security issues.
- The business would employ off duty police officers from the North Miami Beach Police Department to work outside the front door of the club, and in the parking lot during all hours of operation from midnight until 6 a.m. (Two officers on Wednesday and Thursday Nights & Four Officers on Friday and Saturday Nights).
- The businesses private security staff will patrol the parking lot during all business hours.
- The business will provide advanced notice (minimum 7 days) of all special events for the purpose of the Police Department determining if additional off duty officers will be required.

- The business will require all patrons to present valid identification prior to entry. The business will have technology in place that will capture and store this information for a period of thirty days for review during criminal investigations by the Police Department. The business will also install surveillance cameras, where legal, that will record to a hard drive capable of storing the images for a period of thirty days, to be reviewed by the Police Department upon request.
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- The business will deposit to escrow with the city, ten thousand dollars as a surety for its payment of off duty officer expenses. The business will also agree to keep current on all payments related to off duty expenses. If the business fails to keep its payments current for a period of five business days, the 4 am - 6 am license will be suspended, and the escrow amount will be used to pay for the delinquent account.
- It is agreed upon that the above security measures will be in place prior to the business opening for operations. This will be confirmed by members of the Police Department via an inspection.

It is also recommended that the 4 am – 6 am license be subject to review by City Council in the event any significant violent event should occur at the business location.

  
\_\_\_\_\_  
Signature/Position

Date: December 8, 2009

Leonard J. Moore, Managing Member



**MEMORANDUM**

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

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

**DATE: JANUARY 19, 2010**

---

**RE: RESOLUTION NO. R2010-4  
Techno Team**

---

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
URGING AND ENCOURAGING THE MIAMI-DADE  
COUNTY COMMISSION TO CONSIDER UTILIZING  
MODERN ROUNDABOUTS AS A SUBSTITUTE TO  
TRAFFIC LIGHTS AT INTERSECTIONS THROUGHOUT  
THE COUNTY.**

**RESOLUTION NO. R2010-4**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING AND ENCOURAGING THE MIAMI-DADE COUNTY COMMISSION TO CONSIDER UTILIZING MODERN ROUNDABOUTS AS A SUBSTITUTE TO TRAFFIC LIGHTS AT INTERSECTIONS THROUGHOUT THE COUNTY.**

**WHEREAS**, on January 5, 2010, the Techno Team appeared before the City of North Miami Beach City Council and gave a presentation regarding the under usage of roundabouts within the City of North Miami Beach; and

**WHEREAS**, after thorough investigation of using modern roundabouts, the Techno Team's research has revealed that the use of modern roundabouts will result in the decrease of accidents by 40%, the decrease of injury accidents by 80%, and the decrease of fatalities by 90%; and

**WHEREAS**, the use of modern roundabouts will further result in a decrease of pedestrian related accidents by an average of 75%; and

**WHEREAS**, based on the Techno Team's research, modern roundabouts will result in the conservation of fuel consumption and reduction of polluting emissions as cars would not be required to sit idle at red lights; and

**WHEREAS**, based on the Techno Team's presentation, the implementation of modern roundabouts will improve public safety and will benefit the quality of life of all citizens.

**NOW, THEREFORE,**

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

**RESOLUTION R2010-4**

**Section 1.** The Mayor and Council of the City of North Miami Beach hereby urge and encourage the Miami-Dade Commission to consider utilizing modern roundabouts as a substitute to traffic lights at intersections throughout Miami-Dade County.

**Section 2.** The City Clerk is hereby directed to send a copy of this resolution to Patrick Manley, Coach of the Techno Team, and to each Miami-Dade County Commissioner.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of January, 2010.

ATTEST:

\_\_\_\_\_  
SUSAN A. OWENS  
CITY CLERK

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

(CITY SEAL)

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor and Council

**MEMORANDUM**

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

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

**DATE: January 19, 2010  
First Reading**

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**RE: ORDINANCE NO. 2010-2  
Panhandling**

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**AN ORDINANCE AMENDING CHAPTER IX OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY THE ADOPTION AND ADDITION OF SECTION 9-30 RIGHT-OF-WAY VENDORS, PEDDLERS AND SOLICITORS; AND SECTION 9-31 AGGRESSIVE OR OBSTRUCTIVE PANHANDLING PROHIBITED; LIMITING RIGHT-OF-WAY VENDORS AND SOLICITORS ON CERTAIN CITY ROADWAYS AND INTERSECTIONS; PROHIBITING AGGRESSIVE PANHANDLING CITYWIDE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE NO. 2010-2**

**AN ORDINANCE AMENDING CHAPTER IX OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY THE ADOPTION AND ADDITION OF SECTION 9-30 RIGHT-OF-WAY VENDORS, PEDDLERS AND SOLICITORS; AND SECTION 9-31 AGGRESSIVE OR OBSTRUCTIVE PANHANDLING PROHIBITED; LIMITING RIGHT-OF-WAY VENDORS AND SOLICITORS ON CERTAIN CITY ROADWAYS AND INTERSECTIONS; PROHIBITING AGGRESSIVE PANHANDLING CITYWIDE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Mayor and City Council of the City of North Miami Beach desire to adopt an ordinance prohibiting right-of-way vendors and solicitors on certain streets located in the City because such vendors, peddlers and solicitors pose a danger to themselves and the public at large by interfering with the safe movement of normal vehicular traffic; and

WHEREAS, based upon statistics collected by the Surface Transportation Policy Project, on average, 565 pedestrians are killed every year in Florida (of which 99 are in Miami-Dade County), and the Miami-Fort Lauderdale area is one of the most dangerous areas in the United States for pedestrians; and

WHEREAS, numerous types of right-of-way vendors, peddlers and solicitors operate or may seek to operate within the City of North Miami Beach, including, but not limited to, children, adolescents and adults who seek to collect money for school and community activities; vendors who sell flowers, newspapers and other products and people who seek donations or to distribute information; and

**WHEREAS**, right-of-way vendors and solicitors approach motorists and passengers in motor vehicles engaged in travel on roads, and are particularly susceptible and vulnerable to serious injury or death due to the speed and number of motorists who operate vehicles on busy roads within the City; and

**WHEREAS**, roads are primarily designed for vehicular traffic and are not suited to safely accommodate right-of-way vendors and solicitors; and

**WHEREAS**, over the past ten years, at least ten right-of-way vendors have been killed by motor vehicles in the South Florida area, and many more have been seriously injured (including a Sun Sentinel newspaper vendor who was struck by a car while carrying papers on U.S. 1 and Broward Boulevard in Fort Lauderdale on July 30, 2000); and

**WHEREAS**, the presence of right-of-way vendors and solicitors interferes with the safe movement of normal vehicular traffic; and

**WHEREAS**, the road network in the City is substantially burdened by a high volume of traffic; and

**WHEREAS**, it is the intention of the Mayor and City Council to use the least restrictive means to advance the significant governmental interests of traffic safety and public safety and, consequently, the City staff has analyzed each of the major roads within the City and has determined that the roads listed in subsection (c) below, pose the greatest threat to traffic and public safety in reference to activities and use by right-of-way vendors and solicitors, and therefore the City Council has determined that the prohibition on right-of-way vendors and solicitors shall be limited to those listed roads; and

**WHEREAS**, it is the finding of the City Council that many other alternative channels of communication (other than right-of-way vending and solicitation) exist for persons who seek to

exercise their First Amendment freedoms, such as, but by no means limited to, solicitation of funds or distribution of literature through the mail or at alternate locations (such as houses of worship, shopping areas and special events); the sale and/or distribution of newspapers through home delivery, vending machines and retail stores; and the sale of items of all kinds at retail stores, through the internet and from vending machines; and

**WHEREAS,** the Mayor and City Council desire to protect the residents, citizens and visitors of the City of North Miami Beach from aggressive, obstructive and/or intimidating panhandling throughout the entire City; and

**WHEREAS,** the Mayor and City Council desire to preserve and protect the personal safety and quality of life of its residents and of those who use City streets, both pedestrians and motorists alike; and

**WHEREAS,** the Mayor and City Council have reviewed the proposed regulations provided by this section and finds that such regulations accomplish the purposes intended while utilizing the least restrictive method possible; and

**WHEREAS,** the Mayor and City Council of the City of North Miami Beach, Florida, find that it is in the best interests of the residents of the City to adopt this ordinance.

**NOW, THEREFORE,**

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

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

**Section 2.** Chapter IX Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended by the addition of Section 9-30, as follows:

## CHAPTER IX Offenses & Miscellaneous Provisions

### Section 9-30 Prohibition of right-of-way vendors, peddlers and solicitors on certain roads.

- a. Findings, purpose, intent.
1. The Mayor and City Council of the City of North Miami Beach desire to adopt an ordinance prohibiting right-of-way vendors, peddlers and solicitors on certain streets located in the City because such vendors, peddlers and solicitors pose a danger to themselves and the public at large by interfering with the safe movement of normal vehicular traffic;
  2. Based upon statistics collected by the Surface Transportation Policy Project, on average, 565 pedestrians are killed every year in Florida (of which 99 are in Miami-Dade County), and the Miami-Fort Lauderdale area is one of the most dangerous areas in the United States for pedestrians;
  3. Numerous types of right-of-way vendors, peddlers and solicitors operate or may seek to operate within the City of North Miami Beach, including, but not limited to, children, adolescents and adults who seek to collect money for school and community activities; vendors who sell flowers, newspapers and other products and people who seek donations or to distribute information;
  4. Right-of-way vendors, peddlers and solicitors approach motorists and passengers in motor vehicles engaged in travel on roads, and are particularly susceptible and vulnerable to serious injury or death due to the speed and number of motorists who operate vehicles on busy roads within the City;
  5. Roads are primarily designed for vehicular traffic and are not suited to safely accommodate right-of-way vendors, peddlers and solicitors;
  6. Over the past ten years, at least ten right-of-way vendors, peddlers or solicitors have been killed by motor vehicles in the South Florida area, and many more have been seriously injured (including a Sun Sentinel newspaper vendor who was struck by a car while carrying papers on U.S. 1 and Broward Boulevard in Fort Lauderdale on July 30, 2000);
  7. The presence of right-of-way vendors, peddlers and solicitors interferes with the safe movement of normal vehicular traffic;



8. The road network in the City is substantially burdened by a high volume of traffic;
  9. It is the intention of the Mayor and City Council to use the least restrictive means to advance the significant governmental interests of traffic safety and public safety and, consequently, the City staff has analyzed each of the major roads within the City and has determined that the roads listed in subsection (c) below, pose the greatest threat to traffic and public safety in reference to activities and use by right-of-way vendors and solicitors, and therefore the City Council has determined that the prohibition on right-of-way vendors, peddlers and solicitors shall be limited to those listed roads;
  10. It is the finding of the City Council that many other alternative channels of communication (other than right-of-way vending, peddling and solicitation) exist for persons who seek to exercise their First Amendment freedoms, such as, but by no means limited to, solicitation of funds or distribution of literature through the mail or at alternate locations (such as houses of worship, shopping areas and special events); the sale and/or distribution of newspapers through home delivery, vending machines and retail stores; and the sale of items of all kinds at retail stores, through the internet and from vending machines;
  11. The Mayor and City Council desire to protect the residents, citizens and visitors of the City of North Miami Beach from aggressive, obstructive and/or intimidating panhandling throughout the entire City;
  12. The Mayor and City Council desire to preserve and protect the personal safety and quality of life of its residents and of those who use City streets, both pedestrians and motorists alike; and
  13. The Mayor and City Council have reviewed the proposed regulations provided by this section and finds that such regulations accomplish the purposes intended while utilizing the least restrictive method possible; and
  14. The Mayor and City Council of the City of North Miami Beach, Florida, find that it is in the best interests of the residents and citizens of the City to adopt this section.
- b. Definitions. As used in this section, the following terms(s) have the meaning set forth herein, except as otherwise indicated by the context.

Peddler shall mean and include any person, whether a resident of the City or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from place to place, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers. It shall also include one who solicits orders and as a separate transaction makes deliveries to purchasers. Peddler shall not include any person acting on behalf of a charitable organization as defined in Chapter 496, Florida Statutes.

Right-of-way vendor, peddler or solicitor. Any person who sells or offers for sale any thing or service of any kind, or who seeks any donation of any kind, or who personally hands to or seeks to transmit by hand or receive by hand any thing or service of any kind, whether or not payment in exchange is required or requested, to any person who operates or occupies a motor vehicle of any kind, which vehicle is engaged in travel on or within any portion of any of the roads designated in subsection (c), whether or not such vehicle is temporarily stopped in the travel lanes of the road. The term shall not apply to any person who merely holds or displays a sign lawfully permitted to be displayed by a person, as long as there is no entry by such person or sign into any portion of the roadway or its median. Further, this term shall not apply to official citations or notices provided pursuant to governmental authority.

Solicitation means the request, either directly or indirectly, of any donation or contribution for charitable purposes, including but not limited to any oral or written request; the sale, offer to sell or attempt to sell any article, service, publication, advertisement, subscription, membership or other thing for charitable purposes; or, the making of any announcement to or through the press or other media concerning an appeal, drive or campaign to which the public is requested to make a donation. A solicitation shall be deemed to have taken place when the request is made, whether or not the person making the request receives any donation.

c. Prohibition.

1. It is a violation of this section for any person to act as a right-of-way vendor or solicitor in, at or upon Biscayne Boulevard, Miami Gardens Drive, Sunny Isles Boulevard, N.E. 6<sup>th</sup> Avenue, and the following intersections (including the swales and medians abutting such roads):

163<sup>rd</sup> Street and Biscayne Boulevard

163<sup>rd</sup> Street and West Dixie Highway

163<sup>rd</sup> Street and N.E. 19<sup>th</sup> Avenue  
167<sup>th</sup> Street and N.E. 6<sup>th</sup> Avenue  
167<sup>th</sup> Street and N.W. 2<sup>nd</sup> Avenue

2. No person shall act as a right-of-way vendor or solicitor in, at or upon any of the roads described in subsection (1) above, including the swales and medians abutting such roads.

**Section 3.** Chapter IX Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended by the addition of Section 9-31, as follows:

### **CHAPTER IX Offenses & Miscellaneous Provisions**

#### **Section 9-31 Regulations for Peddlers and Solicitation**

##### **Section 9-31.1 Intent**

The City Council declares that it is its intention to regulate door-to-door solicitation in residential neighborhoods and within the public rights-of-way within the City. The City Council finds and determines that generally commercial sales activities are prohibited within residentially zoned districts. Business activities within residential districts have only been allowed in the City on a very limited basis and subject to strict regulations intended to preserve the residential use and character of residential districts. The unregulated and uncontrolled business activity of door-to-door commercial solicitation is incompatible with the intended use of residential districts. The City Council further finds and determines that personal security in the home is a major concern. Burglaries, home invasions and sexual assaults have become common occurrence in residential areas. The City Council further finds and determines that deterring such crimes and providing for the security of residents in their homes is a significant governmental interest. The City Council further finds and determines that commercial door-to-door solicitation in residential districts should be subject to regulations.

##### **Section 9-31.2 Business Tax Receipt and Permit Required**

(a) *Peddlers* - Any person or entity operating within the City of North Miami Beach as a *peddler* as defined in 9-30(b) of the Code of Ordinances, except as prohibited under this Chapter, is required to first

obtain and maintain from the City a valid business tax receipt pursuant to Chapter 12 of the City of North Miami Beach Code of Ordinances.

(b) Solicitation – Any person or entity soliciting within the City of North Miami Beach, as defined in 9-30(b) of the Code of Ordinances, except as prohibited under this Chapter, is required to first obtain a permit from the City. The conditions of an application for said permit shall be determined by the City Manager and/or his/her designee.

**Section 4.** Chapter IX Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended by the addition of Section 9-32, as follows:

#### **CHAPTER IX Offenses & Miscellaneous Provisions**

##### **Section 9-32 Aggressive or obstructive panhandling prohibited.**

(a) Definitions. As used in this section, the following words and terms shall have the following meanings:

1. Aggressively beg means to beg with the intent to intimidate another person into giving money or goods.
2. Beg means to ask or solicit for money or goods as a charity, whether by word, bodily gestures, signs, or other means.
3. Intimidate means to engage in conduct which would make a reasonable person fearful or feel compelled to react. Among the circumstances which may be considered in determining whether the conduct is intended to intimidate another person into giving money or goods are:
  - (1) Touching the person solicited;
  - (2) Following the person solicited, or persisting in begging after the person solicited has declined the request;
  - (3) Using profane or abusive language toward the person solicited; or
  - (4) Using violent or threatening gestures toward the person solicited.
4. Obstruct pedestrian or vehicular traffic means to walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or a vehicle, or to require another person or a driver of a vehicle to take unreasonable evasive action to avoid physical contact.
5. Panhandling means begging, asking or soliciting in person for an immediate donation of money or other thing of value for charity or

personal gain, either by words, bodily gestures, signs or other means indicating one is seeking an immediate donation or other thing of value.

6. Public place means an area generally visible to public view and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks and streets open to the general public, including those that serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

7. Unreasonable evasive action means causing a vehicle to depart from the lane of traffic in which it is traveling to change lanes, to straddle lanes, or to enter onto a swale to obtain passage; it also means causing a pedestrian to leave the sidewalk or to make contact with a wall or fence bordering the sidewalk.

(b) Prohibited acts. It shall be unlawful for a person to intentionally:

1. Aggressively beg; or
2. Obstruct pedestrian or vehicular traffic while begging.

(c) Permitted activities. Acts authorized as an exercise of one's constitutional rights include picketing, legal protest, and acts authorized by a permit duly issued by a lawful authority which do not constitute obstruction of pedestrian or vehicular traffic.

(d) Penalties. The first violation of this provision shall be punishable by a fine of not more than \$100.00 and 30 days imprisonment; second and subsequent violations shall be punishable by a fine of not more than \$200.00 and 60 days imprisonment.

(e) Alternative programs. Nothing herein shall limit the discretion of the police, court personnel, and judges from referring individuals suspected, charged, or convicted of a violation of this provision to treatment programs or facilities as an alternative to prosecution or imprisonment, provided that the individual freely consents. For homeless individuals, such alternative programs shall include, but not be limited to, the Miami-Dade County Homeless Assistance Project.

**Section 5.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 6.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 7.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_ day of \_\_\_\_\_, 2010.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2010.

**ATTEST:**

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

**(CITY SEAL)**

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

**APPROVED AS TO FORM**

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

**Sponsored by: Mayor and City Council**

**MEMORANDUM**

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

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

**DATE:       January 5, 2010                   January 19, 2010  
              (First Reading)                   (Second Reading)**

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**RE:    ORDINANCE NO. 2010-1  
          Membership on City Advisory Boards/Commissions/Committees**

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**AN ORDINANCE AMENDING SECTION 2-32.2 OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ALLOWING PERSONS TO SERVE ON MORE THAN ONE CITY ADVISORY BOARD, COMMISSION OR COMMITTEE SIMULTANEOUSLY; DISALLOWING PERSONS TO SERVE ON THE CODE ENFORCEMENT BOARD, THE PLANNING AND ZONING BOARD, THE CIVIL SERVICE BOARD OR THE PUBLIC UTILITIES COMMISSION AT THE SAME TIME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE NO. 2010-1**

**AN ORDINANCE AMENDING SECTION 2-32.2 OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ALLOWING PERSONS TO SERVE ON MORE THAN ONE CITY ADVISORY BOARD, COMMISSION OR COMMITTEE SIMULTANEOUSLY; DISALLOWING PERSONS TO SERVE ON THE CODE ENFORCEMENT BOARD, THE PLANNING AND ZONING BOARD, THE CIVIL SERVICE BOARD OR THE PUBLIC UTILITIES COMMISSION AT THE SAME TIME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Code of Ordinances of the City of North Miami Beach currently disallows a person from serving on more than one City board, commission or committee at the same time; and

**WHEREAS**, many of the people who serve on City boards, commissions or committees are qualified and valuable members with a pulse on the needs of the public; and

**WHEREAS**, many citizens are unwilling or unable to serve their local government creating many vacancies on various City boards, commissions or committees; and

**WHEREAS**, many City boards, commissions or committees are purely advisory in nature and have no power to make policy decisions; and

**WHEREAS**, the Mayor and City Council determine it to be in the best interests of the City to allow members of City boards, commissions or committees to sit on more than one advisory board, commission, or committee simultaneously.



**NOW, THEREFORE,**

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

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

**Section 2.** Section 2-32.2 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 2-32.2**

~~No Any person can serve on more than one City Advisory Board, Commission or Committee simultaneously, etc.; exception.~~

~~No Any person can serve on more than one City Advisory Board, Commission or Committee simultaneously except and the Mayor and members of the City Council, shall serve or be appointed to serve upon on more than one (1) Board, Committee or Commission of the City of North Miami Beach at the same time. However, no person can serve on either the Code Enforcement Board, the Planning and Zoning Board, the Civil Service Board, or the Public Utilities Commission at the same time.~~

**Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

**APPROVED BY TITLE ONLY** on first reading this 5<sup>th</sup> day of January, 2010.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2010.

**ATTEST:**

\_\_\_\_\_  
**SUSAN A. OWENS**  
**CITY CLERK**

**(CITY SEAL)**

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

**APPROVED AS TO FORM**

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

**Sponsored by: Mayor and City Council**

**ORDINANCE NO. 2010-1**

**TO: Mayor and City Council**  
**FROM: Darcee S. Siegel, City Attorney**  
**DATE: January 19, 2010**

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**LITIGATION LIST**

**I. Wrongful Deaths: (2)**

Graham Donald/Smith Sylvia vs. CNMB  
Wrongful Death

Kelly, Estate of v. CNMB  
Wrongful Death

**II. Civil Rights: (2)**

Madura, Maryla vs. CNMB, Antonio Marciante and Tony Sanchez, individually  
Civil Rights Violation/False Arrest **PARTIAL SUMMARY JUDGMENT**

Smith, Louis v. John Richard Renaud, NMBPD, & CNMB  
Civil Rights Violation/False Arrest

**III. Personal Injury: (6)**

Adams, Loretta v. CNMB  
Slip & Fall/Personal Injury

Gilmore, Turner and Frances v. CNMB and Christopher C. Sweigart  
Automobile Accident/Personal Injury

Jones, Zettie & Earnest v. CNMB, et al  
Slip & Fall/Personal Injury

Korakakos, Christian v. City of North Miami Beach  
Automobile Accident/Personal Injury

Martell, Erlinda v. CNMB  
Personal Injury

Rogers, Ethel Mathis v. CNMB  
Automobile Accident/Personal Injury

**IV. Land Use Litigation: (1)**

Donahue, John, et al. v. CNMB, Sol Odenz and Miami-Dade County  
Petition Protest (Height and Density)

**V. Other Litigation: (15)**

Capital One Bank vs. Altiaga and CNMB  
Writ of Garnishment

CACV of Colorado v. Lubin and CNMB  
Writ of Garnishment

Chase Manhattan Bank v. Guiteau and CNMB  
Writ of Garnishment

Citifinancial Services, Inc. v. Vincent and CNMB  
Writ of Garnishment

Eastern Financial Florida Credit Union v. Flores and CNMB  
Writ of Garnishment

National Revenue Service, Inc. v. Bobby Bright and CNMB  
Writ of Garnishment

Pierre, Frantz v Kenneth De Fillipo, Lester Sola, and Solomon Odenz  
Declaratory and Injunctive Relief

Seay Towing v. CNMB  
State Case-Emergency Motion for Temporary Injunction

Seay Towing v. CNMB

Writ of Certiorari (Appeal of City Council's Revocation of BTR)

Seay Towing v CNMB

Federal Case-1983 Civil Rights Violation and Injunctive Relief

Seay Towing v. CNMB

Third-District Court of Appeals

The Poole and Kent Company v. CNMB

Breach of Contract (Water Plant)

The Poole and Kent Company v. CNMB

Operation Center Pumping Station and Storage Tank Project

Tropical Chevrolet v. CNMB, et al.

High Speed Chase/Property Damage

Troutman v. North Miami Beach Police Department

Replevin

**VI. Forfeitures: (32)**

CNMB v. Abarca/Tablas/Vazquez-Casimiro/Nunes/Perez/Romero

Forfeiture

CNMB v. Almendral/Rodriguez/Garcia

Forfeiture

CNMB v. Amayaquintero/Valle/Smith

Forfeiture

CNMB v. Beauvior/Daring

Forfeiture

CNMB v. Bolden/Rosemond

Forfeiture

CNMB v. Camejo

Forfeiture

CNMB v. Clerveau/Bryant

Forfeiture

CNMB v. Colon  
Forfeiture

CNMB v. Freyde-Piratova/Cespedes  
Forfeiture

CNMB v. Giordano  
Forfeiture

CNMB v. Goodman  
Forfeiture

CNMB v. Gyden  
Forfeiture

CNMB v. Harryton/Cunningham/Furbush  
Forfeiture

CNMB v. Higgs  
Forfeiture

CNMB v. Hurtado  
Forfeiture

CNMB v. Infante-Ruiz/Paule  
Forfeiture

CNMB v. Jaramillo/Zapata/Harden  
Forfeiture

CNMB v. Johnson/Murat  
Forfeiture

CNMB v. Louis  
Forfeiture

CNMB v. Mullins/Holmes/Upshaw  
Forfeiture

CNMB v. Ottoni/Silva  
Forfeiture

**SETTLED/CASE DISMISSED**

CNMB v. Orr  
Forfeiture

CNMB v. Parker/Lewis/Santos  
Forfeiture

CNMB v. Poitier/Jean-Pierre  
Forfeiture

CNMB v. Ramirez/Martinez  
Forfeiture

CNMB v. Reategui/Bianco  
Forfeiture

CNMB v. Puentes/Romero  
Forfeiture

CNMB v. Rodriguez  
Forfeiture

CNMB v. St Hilaire/Mazard/Donaldson  
Forfeiture

CNMB v. Turbides/Nicholas/Rincon/Abreu  
Forfeiture

CNMB v. Urena/Rodriguez/Mathieux  
Forfeiture

CNMB v. Virgile  
Forfeiture

**VII. Mortgage Foreclosures: (190)**

Accredited Home Lenders, Inc. v. CNMB (Funes)  
Mortgage Foreclosure

Aegis Mortgage Corp v. CNMB (Galina Pikh)  
Mortgage Foreclosure

Aegis Mortgage Corp v. CNMB (Galina Pikh, et al.)  
Mortgage Foreclosure

Allied Mortgage & Financial Corp. vs. CNMB (Sorota)  
Mortgage Foreclosure

Ameriquet Funding vs. CNMB (Caraballo)  
Mortgage Foreclosure

Argent Mortgage Company v. CNMB (Harmitt)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (George)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Gomez, et al)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Hernandez)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Manser, et al)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Martinez, et al)  
Mortgage Foreclosure

Aurora Loan Services, LLC. v. CNMB (Rivera, et al)  
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Rodriguez, et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Berger, et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Prado, et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Jacobi et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Morales, et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Temirao, et al)  
Mortgage Foreclosure

Bac Home Loans v. CNMB (Torain, et al)  
Mortgage Foreclosure



Bac Home Loans v. CNMB (Zephir, et al.)  
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Bank of America v. CNMB (Aguilar, et al)  
Mortgage Foreclosure

Bank of America v. CNMB (Coffey, et al)  
Mortgage Foreclosure

Bank of America v. CNMB (Escalante, et al)  
Mortgage Foreclosure

Bank of America v. CNMB (Failer, et al)  
Mortgage Foreclosure

Bank of America v. CNMB (Failer, et al)  
Mortgage Foreclosure

Bank of America v. CNMB (Fortun, et al.)  
Mortgage Foreclosure

Bank of America v. CNMB (Gonzalez, et al.)  
Mortgage Foreclosure

Bank of America v. CNMB (Jimenez, et al.)  
Mortgage Foreclosure

Bank of America v. CNMB (Miller, et al.)  
Mortgage Foreclosure

Bank of America v. CNMB (Otero, et al.)  
Mortgage Foreclosure

Bank of America v. CNMB (Pasmanter, et al)  
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Bank of America v. CNMB (Peck, et al)  
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Bank of America v. CNMB (Tamir, et al)  
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Bank of New York v. CNMB (Apiau, et al.)  
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Bank of New York v. CNMB (Ben-Dov, et al)  
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Bank of New York v. CNMB (Conley/Williams)  
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Bank of New York v. CNMB (Fiallo, et al)  
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Bank of New York v. CNMB (Jean, et al)  
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Bank of New York v. CNMB (Johnson, Nick, et al)  
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Bank of New York v. CNMB (Lima, et al)  
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Bank of New York v. CNMB (Mellian, et al)  
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Baron, Marylin S., et al v. CNMB (Campbell, et al)  
Mortgage Foreclosure

Bayview Loan Servicing, LLC v. CNMB (Avin)  
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Beal Bank v. CNMB (Ramos, et al.)  
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Chase Home Finance LLC v. CNMB (Bolufer, et al)  
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Chase Home Finance LLC v. CNMB (Cohen, et al)  
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Chase Home Finance LLC v. CNMB (Marc, et al)  
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Chase Home Finance LLC v. CNMB (Meisels)  
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Chase Home Finance LLC v. CNMB (Rua, et al)  
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Chase Home Finance LLC v. CNMB (Saiz, et al.)  
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Citibank, N.A. v. CNMB (Anglade, et al)  
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Citibank, N.A. v. CNMB (Austin, et al)  
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Citifinancial Equity Services, Inc. v. CNMB (Morales)  
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Citimortgage v. CNMB(Anchava)  
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Citimortgage v. CNMB (Bilgoray)  
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Citimortgage v. CNMB (Dmiczak)  
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Citimortgage v. CNMB (Garcia)  
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Citimortgage v. CNMB (La Fond, et al.)  
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Citimortgage v. CNMB (Rivaroli, et al)  
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Cong Vo v. CNMB (Perroti, Miranda)  
Action to Quiet Title

Consumers Alliance Corp. v. CNMB (Haronda Realty)  
Action to Quiet Title

Countrywide Home Loans, Inc. v. CNMB (Gilles)  
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Countrywide Home Loans, Inc. v. CNMB (Joseph, et al.)  
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Countrywide Home Loans, Inc. v. CNMB (Monroy, et al)  
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Countrywide Home Loans v. CNMB (Rodriguez, et al)  
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Countrywide Home Loans v. CNMB (Schmidt, et al)  
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Credit Based Asset Servicing v. CNMB (Rojas)  
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Credit Based Asset Servicing v. CNMB (Rojas, et al)  
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Deutsche Bank National v. CNMB (Adelson)  
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Deutsche Bank National v. CNMB (Angelillo)  
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Deutsche Bank Trust v. CNMB (Barksdale)  
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Deutsche Bank Trust v. CNMB (Barksdale)  
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Bien-Aime, et al)  
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Deutsche Bank National v. CNMB (Calix, et al)  
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Deutsche Bank National v. CNMB (Gonzalez)  
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Deutsche Bank National v. CNMB (Johnson)  
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Joseph)  
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Deutsche Bank National v. CNMB (Lindor, et al.)  
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Deutsche Bank National v. CNMB (Martinez, et al.)  
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Deutsche Bank National. v. CNMB (Mejia)  
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Deutsche Bank v. CNMB (Oratz, et al)  
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Deutsche Bank National v. CNMB (Perez/Llarena)  
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Deutsche Bank National v. CNMB (Rodriguez)  
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Deutsche Bank National v. CNMB (Sanchez)  
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Deutsche Bank National v. CNMB (Sierra, et al)  
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Deutsche Bank National v. CNMB (Suhag, et al  
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Voltaire, et al)  
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Deutsche Bank National v. CNMB (Watkins, et al)  
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Whittle, et al)  
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Eastern Financial v. CNMB (Diaz, et al)  
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Eastern Shores White House Association v. CNMB (Donoso)  
Mortgage Foreclosure

Eastern Shores White House Association v. CNMB (Grimany)  
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EMC Mortgage Corp. v. CNMB (Gordon)  
Mortgage Foreclosure

Flagstar Bank v. CNMB (Pena)  
Mortgage Foreclosure

First Central Savings Bank v. CNMB (Meimoun)  
Mortgage Foreclosure

Fiserv ISS & Co., vs. CNMB (Estime)  
Mortgage Foreclosure

Florida Title Company v. CNMB (Dali-Bey)  
Mortgage Foreclosure

Fremont Investment & Loan v. CNMB (Rubes)  
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Global Trust v. CNMB (Roth)  
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GMAC Mortgage v. CNMB (Alvarez)  
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GMAC Mortgage v. CNMB (Calix)  
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GMAC Mortgage v. CNMB (Melendez, et al.)  
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GMAC Mortgage v. CNMB (Platel, et al)  
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Golden Beach (Town of) v. CNMB (Goodman, et al)  
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Greenfield, Chaim v. CNMB (2101 Holdings LLC, et al)  
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Greenpoint Mortgage v. CNMB (Global Properties Investment et al)  
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Happy Home Lending Corp. vs. CNMB (Shon Furman)  
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Horowitz v. CNMB (Marcellus, et al)  
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HSBC Bank v. CNMB (Gomez)  
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HSBC Bank v. CNMB (Hernandez)  
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HSBC Bank v. CNMB (Miranda)  
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HSBC Bank, N.A. v. CNMB (Mora)  
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HSBC Bank, N.A. v. CNMB (Perera)  
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HSBC Bank, N.A. v. CNMB (Pintero)  
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HSBC Bank, N.A. v. CNMB (Saint-Fart)  
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HSBC Bank, N.A. v. CNMB (Seepersad)  
Mortgage Foreclosure

HSBC Bank v. CNMB (Vidal, et al)  
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HSBC Bank, N.A. v. CNMB (Westgate)  
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Indymac Federal Bank v. CNMB (Hamami, et al)  
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Indymac Federal Bank v. CNMB (Hernandez, et al)  
Mortgage Foreclosure

Indymac Federal Bank v. CNMB (McCullough, et al)  
Mortgage Foreclosure

JP Morgan v. CNMB (Abraham)  
Mortgage Foreclosure

JP Morgan v. CNMB (Fils-Aime)  
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JP Morgan v. CNMB (Garcia)  
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JP Morgan v. CNMB (Lopez, et al)  
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JP Morgan v. CNMB (McCullough, et al)  
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Lago Mar Ventures v. CNMB (Oliver)  
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LaSalle Bank Midwest v. CNMB (Gomez)  
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LaSalle Bank, N.A. v. CNMB (Hernandez)  
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LaSalle Bank, N.A. v. CNMB (Jean-Baptiste)  
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LaSalle Bank National v. CNMB (Rodriguez)  
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LaSalle Bank National v. CNMB (Rodriguez)  
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Litton Loan Servicing LP v. CNMA (Gonzalez, et al)  
Mortgage Foreclosure

Miami-Dade County v. CNMB (Morrobel)  
Mortgage Foreclosure

Mortgage Electronic Registration System, Inc. vs. CNMB (Miller)  
Mortgage Foreclosure

Mortgage Investment Group v. CNMB (Deliford, et al)  
Mortgage Foreclosure

Nationstar Mortgage LLC f/k/a Centex Home Equity v. CNMB (Hechevarria, et al)  
Mortgage Foreclosure

Novastar Mortgage v. CNMB (Montas)  
Mortgage Foreclosure



OneWest Bank v. CNMB (Lopez)  
Mortgage Foreclosure

OneWest Bank v. CNMB (Rodriguez, et al)  
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OneWest Bank v. CNMB (Ward, et al.)  
Mortgage Foreclosure

OneWest Bank v. CNMB (Wright, et al)  
Mortgage Foreclosure

Owen Federal Bank v. CNMB (Bain)  
Mortgage Foreclosure

Parklane Equity v. CNMB(Beaubien-Cordon)  
Mortgage Foreclosure

PHH Mortgage v. CNMB (Martinez, et al)  
Mortgage Foreclosure

PNC Mortgage v. CNMB (Ordonez/Child, et al.)  
Mortgage Foreclosure

Primary Residential Mortgage v. CNMB (Miranda, et al.)  
Mortgage Foreclosure

Private Capital Group LLC v. CNMB (Giraldo)  
Mortgage Foreclosure

Sazant v. CNMB(Pluviose)  
Mortgage Foreclosure

Sun American Bank v. CNMB (Lehman Family Holdings, et al.)  
Mortgage Foreclosure

Transatlantic Bank v. CNMB (Andor Expressway Corp., et al.)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Cabrera)  
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Gonzalez, et al)  
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Gonzalez, J., et al.)  
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Hernandez, et al)  
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Hernandez, et al)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Island Place Apts., et al)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Jean-Louis)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Jimenez)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Joseph, et al.)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Marin)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Martinez)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Michel)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Oratz, et al)  
Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Perez)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Robinson, et al)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rodriguez, et al)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rodriguez, Maria A., et al)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Suarez, et al.)  
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Torres, et al.)  
Mortgage Foreclosure

Venice Isle, Inc. v. CNMB (Suhag)  
Claim of Lien Foreclosure

Wachovia Mortgage v. CNMB (Campos)  
Mortgage Foreclosure

Wachovia Mortgage Corp v. CNMB (Diaz)  
Mortgage Foreclosure

Wachovia Bank v. CNMB (Martinez)  
Mortgage Foreclosure

Wachovia Bank v. CNMB (Rodriguez, D)  
Mortgage Foreclosure

Washington Mutual Bank, F.A. v. CNMB, Sandra T. Porter, et al  
Mortgage Foreclosure

Washington Mutual Bank v. CNMB (Schmidt)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Bonilla)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Frye)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Hernandez, et al  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Jackson)  
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mendez, et al)  
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mohr, et al)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Rand)  
Mortgage Foreclosure

Wells Fargo v. CNMB (Roberts)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Sacco)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Torres)  
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (16700-01, LLC)  
Mortgage Foreclosure

**VIII. Bankruptcies:**

Adams, Evrol C.  
American LaFrance LLC  
American Home Mortgage Holdings  
Cimax USA, LLC  
Diversified Displays/Michael Phelan  
Filene's Basement, Inc.  
Florida Select Insurance  
Kaplun, Raul E.  
Kim, Myung Ja  
K&S Foods LLC  
Porter, Michael and Shanda  
The New Kosher World Bakery  
Rodriguez, Carlos  
SMG Entertainment  
South Pointe Family and Children Center  
Sunny Isles Unicenter  
Tweeter Intellectual Property (Sound Advice)  
Vartec Telecom, Inc.  
Verestar, Inc.  
Veliz, Orestes & Sury  
Villaverde, Olga  
WCI Communities, Inc.

**\*New Cases**