



CITY OF NORTH MIAMI BEACH

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

Tuesday, July 5, 2011

7:30 PM

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

City Manager Lyndon L. Bonner
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION** - Rabbi David Lehrfield, Young Israel of Greater Miami
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
 - 5.1 **Plaque Presentation to the Mayor and City Council - Presented by Det. Cora Mann**
6. **APPOINTMENTS** - *None*
7. **CONSENT AGENDA**

7.1 Resolution No. R2011-33

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING AN APPLICATION TO THE DEPARTMENT OF JUSTICE FOR A JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2011, AND AUTHORIZING THE CITY MANAGER TO APPLY FOR THE GRANT.

7.2 Resolution No. R2011-34

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 SUPERIOR LANDSCAPING & LAWN SERVICE, INC., AS THE PRIMARY VENDOR, AND COUNTRY BILL'S LAWN MAINTENANCE, INC., AS BACK-UP AND THE SECONDARY VENDOR, FOR THE CITYWIDE LANDSCAPE MAINTENANCE SERVICES BID NO. 2011-01.

7.3 Resolution No. R2011-35

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 THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TURF AND LANDSCAPE OF ROADSIDE AREAS AND MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY.

7.4 Resolution No. R2011-36

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 WILLIAMS PAVING CO., INC. FOR ROADWAY IMPROVEMENTS ON N.E. 173rd STREET LOCATED BETWEEN N.E. 23rd AVENUE AND WEST DIXIE HIGHWAY.

8. CITY MANAGER'S REPORT

8.1 Budget Transfer Approval (Klausner and Kaufman, Pension Attorney)

9. CITY ATTORNEY'S REPORT

9.1 Litigation List

10. MAYOR'S DISCUSSION

11. PUBLIC COMMENT

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

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

Pledge of Civility

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

12. MISCELLANEOUS ITEMS - None

13. WAIVER OF FEE - *None*

14. BUSINESS TAX RECEIPTS

14.1 Rouge, Inc. d/b/a C - Lounge

3945 NE 163 Street, North Miami Beach, FL

15. LEGISLATION

15.1 Resolution No. R2011-37

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$750,583.00 TO THE DEBT SERVICE FUND FROM THE GENERAL FUND UNRESTRICTED FUND BALANCE, ACCOUNT 010-2710102, IN ORDER TO CLOSE AND TO MEET ALL OF THE CITY'S OBLIGATIONS UNDER THE NEW SERIES 2011 BOND.

15.2 Ordinance 2011-7 (First Reading, by Title Only)

AN ORDINANCE AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ARTICLE II, DEFINITIONS, ARTICLE VI, RETIREMENT BENEFITS; 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.

15.3 Ordinance 2011-8 (First Reading, By Title Only)

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR COMPLIANCE WITH CHAPTER 2009-97, LAWS OF FLORIDA; AMENDING ARTICLE V, MEMBERSHIP; ARTICLE VI, OPTIONAL FORMS OF RETIREMENT INCOME; AMENDING ARTICLE VII, BENEFITS NOT ASSIGNABLE; AMENDING ARTICLE I, TERMINATION OF PLAN; AMENDING ARTICLE IV, ADMINISTRATION OF FUNDS; 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. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, July 19, 2011

18. ADJOURNMENT



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

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Rafael Hernandez, Chief of Police
DATE: Tuesday, July 5, 2011

RE: Resolution No. R2011-33

BACKGROUND: Resolution for Justice Assistance Grant application for \$33,503 for repair and upgrades to the Police Department CCTV system.

RECOMMENDATION: Approval.

FISCAL IMPACT: N/A

CONTACT PERSON(S): Rafael Hernandez, Chief of Police
Thomas Carney, Director of Police Services

ATTACHMENTS:

- ▢ [JAG Program FY 2011 Local Solicitation](#)
- ▢ [Resolution No. R2011-33](#)

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#)' (OJP) [Bureau of Justice Assistance](#) (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2011 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/11jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Registration for this funding opportunity is required prior to application submission, by selecting the "Apply Online" button associated with the solicitation title in [OJP's Grants Management System](#) (GMS). (See "How to Apply," page 11.) All registrations and applications are due by 8:00 p.m. eastern time on July 21, 2011. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The [GMS](#) Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date. You may also contact your State Policy Advisor: www.ojp.gov/BJA/resource/ProgramsOffice.html.

Release date: June 6, 2011

CONTENTS

Overview	4
Deadlines: Registration and Application	4
Eligibility	4
JAG Program—Specific Information	4
Performance Measures	10
Notice of New Post-Award Reporting Requirements	11
How to Apply	11
What an Application Must Include:	13
Application for Federal Assistance (SF-424) (Required)	
Program Narrative (Required)	
Budget and Budget Narrative (Required)	
Review Narrative (Required)	
Abstract (Required)	
Tribal Authorizing Resolution (If Applicable)	
Additional Attachments (If Applicable)	
Other Standard Forms (Optional)	
Review Process	15
Additional Requirements	16
Application Checklist	17

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Registration is required prior to submission. The deadline to register in GMS is 8:00 p.m. eastern time on July 21, 2011 and the deadline for applying for funding under this announcement is 8:00 p.m. eastern time on July 14, 2011. Please see the "How to Apply" section, page 6, for more details.

Eligibility

Please refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

Formula

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's three-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these

local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.ojp.usdoj.gov/BJA/grant/jag.html.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Purpose Areas

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

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

Note: The authorizing statute for the JAG Program provides that funds are to be used for the purposes above and notes that these purposes include all of the purposes previously authorized under the Edward Byrne Memorial State and Local Assistance Program (Byrne Formula) and the Local Law Enforcement Block Grant Program (LLEBG). This provision may be useful to applicants in understanding all of the allowable uses under the above purpose areas. For example, relying on this provision, it can be understood that the JAG Purpose Area "Prosecution and court programs" listed above, provides the states and local units of government with the authority to fund defender, judicial, pretrial, and court administration efforts as well as prosecution programs. For a listing of prior Byrne Formula and LLEBG purpose areas, see www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html. Although these two programs have been eliminated, their prior purpose areas may be useful in appreciating the scope of the JAG purpose areas.

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of the Byrne JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together, including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

As a part of this strategic planning process, we strongly encourage state and local planners to consider programs that are evidence-based and have been proven effective; in a difficult budgetary climate, it is critical that dollars are spent on programs whose effectiveness is proven. However, we recognize that state and local programs can also be excellent laboratories for innovative programs that can be models for other states and localities addressing difficult problems. BJA has made resources available to SAAs and others to provide training and technical assistance in identifying and using evidence-based practices as the outcome of a comprehensive and strategic justice plan in the state or local community. We also strongly encourage SAAs and local recipients to use JAG funding to support, replicate and expand strategic efforts to assess system cost drivers and to make appropriate policy changes that can reduce system costs while not jeopardizing public safety. These efforts include justice reinvestment and court reengineering as well as others.

In addition to these overarching considerations and in addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state to join us in addressing these challenges as a part of our JAG partnership.

Counterterrorism and Information Sharing/Fusion Centers

A key priority for DOJ and, indeed, the entire Administration, is effective counterterrorism and terrorism prevention programs. We recognize that state and local law enforcement are critical partners in detecting, identifying, preventing, and disrupting acts of violence against the United States by both domestic and international extremist organizations. Preventing terrorism remains the first goal of DOJ's strategic plan and remains a priority for BJA. A key priority of the National Strategy on Information Sharing for preventing terrorism includes support for State and Major Urban Area fusion centers (fusion centers) to address gaps in achieving full implementation of Global's Baseline Capabilities for fusion centers. Through the partnership of the U.S. Department of Homeland Security and DOJ the support for these fusion centers also enhances a state's response to "all crimes" by improving information sharing and coordination with local law enforcement agencies.

Evidence-Based Programs or Practices

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

Economic Crime

As our economy shows signs of recovery, it is essential that we not allow this progress to be thwarted by economic crime, including mortgage fraud, financial crimes, fraud, and intellectual property crimes that threaten our economic growth and stability.

Reentry and Smart Probation

In order to lessen the burden on what has been described as an overreliance on incarceration, it is essential that those who have served time can transition back into the community and into crime-free pro-social lives. To do this, we will emphasize smart and effective approaches to offender reentry and will support statewide and local efforts in justice reinvestment, which reduces costly spending on incarceration and reinvests a portion of the savings into other areas of the justice system without sacrificing accountability.

Indigent Defense

Another key priority area is ensuring that justice is truly done in the criminal justice system—the Attorney General has consistently stressed that the crisis in indigent defense reform is a serious concern of his, a concern which is shared by OJP and BJA. As a former prosecutor and judge, however, the Attorney General is also acutely aware that without adequate funding for the courts, prosecution, problem-solving courts, and other innovative, cost-saving alternatives to incarceration, true justice cannot be achieved.

Children Exposed To Violence

Last, but certainly not least, we must ensure that, in the context of our continued focus on addressing violent crime, children who are exposed to violence are responded to effectively so that these experiences do not risk the futures of these children and do not fuel the cycle of violence.

These priorities and others will be the focus of our efforts during FY 2011, and we invite you as a partner and grantee to join us in our efforts to address these critical issues.

Interoperable Communications

Grantees (including sub-grantees) that are using FY 2011 JAG Program funds to support emergency communications activities should comply with the *FY 2011 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov.

Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of

BJA-2011-3031

SWICs for each of the 56 states and territories. Please contact OEC@hq.dhs.gov if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Please note that for future year solicitations (FY 2012), BJA will require that the SWIC provide approval for changes in interoperable communication projects. Grantees should establish communications with the SWIC in their state or territory in the near future in order to ensure seamless coordination on all projects going forward.

Grantees (and sub-grantees) should provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which

jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

Budget Information

Match Requirement

While match is not required with the JAG Program, match can be used as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. Please see BJA's [JAG web page](#) and the updated JAG FAQs for examples of supplanting.

Trust Fund

Award recipients may drawdown JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

*For information related to requesting a waiver to use funds for any prohibited item, please refer to the updated JAG FAQs on BJA's [JAG web page](#).

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual performance reports through [GMS](#).

In addition, applicants who receive funding under this solicitation must provide data that measures the results of their work. Please refer to "Performance Measures" below for further information.

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org. The performance measure can be found at: www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf.**

All JAG recipients should be aware that BJA is currently considering changes to the JAG performance reporting processes, including measures. While state administering agencies will play a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Please refer to the section "What an Application Must Include" (below) for additional information.

Note on project evaluations: Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protections. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” (28 C.F.R. § 46.102(d)). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP Other Requirements for OJP Applications” web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that web page.

Notice of New Post-Award Reporting Requirements

Applicants should anticipate that all recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov/.

Please note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

How to Apply

Applications are submitted through OJP’s Grants Management System ([GMS](#)). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If the applicant experiences technical difficulties at any point during this process, please e-mail GMS.HelpDesk@usdoj.gov or call 888–549–9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a DUNS number.** A DUNS number is required to submit an application in GMS. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS (Data Universal Numbering System) number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life

cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866–705–5711 or by applying online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.
3. **Acquire a GMS username and password.** A new user must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.
4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, please click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the CCR registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Please select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.
6. **Register by selecting the “Apply Online” button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Please select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.
7. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

Note: OJP’s Grants Management System (GMS) does not accept executable file types as application attachments. The disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant’s control that prevent submission of its application by the deadline, the applicant must contact the Bureau of Justice Assistance Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-

mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Must Include

This section describes what an application is expected to include and sets out a number of elements. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision nevertheless be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

1. Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

2. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Budget and Budget Narrative

Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of

how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. Abstract

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to five project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.ojp.usdoj.gov/BJA/grant/jag11/JAGIdentifiers.pdf. The abstract **must not** exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Tribal Authorizing Resolution (if applicable)

If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from

all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions.

7. Additional Attachments (if applicable)

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Other Standard Forms

Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Please note in particular the following forms.

- a. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#) (required to be submitted in GMS prior to the receipt of any award funds).
- b. [Disclosure of Lobbying Activities](#) (required for any applicant that expends any funds for lobbying activities; this form must be downloaded, completed, and then uploaded).
- c. [Accounting System and Financial Capability Questionnaire](#) (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and then uploaded).
- d. [Standard Assurances](#) (required to be submitted in GMS prior to the receipt of any award funds).

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- [Civil Rights Compliance](#)
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of \$5,000,000 – federal taxes certification requirement
- Active CCR Registration

Application Checklist
FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
Local Solicitation

The application checklist has been created to aid assist in developing an application.

Eligibility Requirement:

- _____ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- _____ The federal amount requested is within the allowable limit of the FY 2011 JAG Allocations List as listed on BJA's JAG web page

The Application Contains:

- _____ Standard 424 Form (see page 13)
- _____ Program Narrative (see page 13)
- _____ Budget and Budget Narrative (see page 13)
- _____ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 14)
- _____ Abstract (see page 14)
- _____ Additional Attachment: Memorandum of Understanding (MOU), if in a funding disparity (see page 15)
- _____ Tribal Authorizing Resolution (if applicable) (see page 14)
- _____ Other Standard Forms as applicable (see page 15), including:
 - _____ Disclosure of Lobbying Activities (if applicable)
 - _____ Accounting System and Financial Capability Questionnaire (if applicable)
- _____ DUNS Number (see page 11)
- _____ CCR Registration (see page 12)

RESOLUTION NO. R2011-33

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
SUPPORTING AN APPLICATION TO THE DEPARTMENT
OF JUSTICE FOR A JUSTICE ASSISTANCE GRANT FOR
FISCAL YEAR 2011, AND AUTHORIZING THE CITY
MANAGER TO APPLY FOR THE GRANT.**

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

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

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

WHEREAS, in accordance with the purpose areas of the grant, the City of North Miami Beach is applying to the Department of Justice for a Justice Assistance Grant for FY2011 in the

amount of \$33,503.00 to repair, replace and/or upgrade the damaged and/or non-working police department's Closed Circuit Television Security System; and

WHEREAS, the police department's security system is an essential part of detecting and/or preventing crimes of various natures, including but not limited to, acts of terrorism directed towards police department personnel and property. The North Miami Beach Police Department is also designated by the Miami-Dade County Department of Emergency Management as a Regional Emergency Operations Center responsible for assisting six surrounding municipalities with coordinating emergency services in the event of natural and/or manmade disasters; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach believe that receipt of a Justice Assistance Grant from the Department of Justice for FY2011 will significantly improve the safety and security of police personnel and police department property, as well as the overall safety and security of the City of North Miami Beach community as well as other communities they serve in the event an emergency and/or disaster.

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 application to the Department of Justice for a Justice Assistance Grant for FY2011 is hereby supported.

Section 3. The City Manager is authorized to apply to the Department of Justice for a Justice Assistance Grant for FY2011.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of July, 2011.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Resolution No. R2011-34

BACKGROUND: The City of North Miami Beach requested sealed bids for Landscape Maintenance Services for City buildings and facilities, City parks and public rights-of-way within and outside of the City. The goal is to consolidate all landscape services and have a defined source of qualified vendor(s) to satisfy City's needs.

RECOMMENDATION: The Evaluation Committee recommended that Bid No. 2011-01 be awarded to the lowest, most responsive and responsible bidder, Superior Landscaping & Lawn Service, Inc., as the primary vendor, and the second lowest, most responsive and responsible bidder, Country Bill's Lawn Maintenance, Inc., as the secondary vendor.

FISCAL IMPACT: Expenditure Base Bid (items A, B & C): \$ 236,901
Expenditure Alternate Items (ITEM D): based on as needed basis within established budgets.

CONTACT PERSON(S): Shari Kamali, Director of Public Services
Brian O'Connor, Chief Procurement Officer

ATTACHMENTS:

- [Tabulation Summary](#)
- [Tabulation ABC](#)
- [Tab Alternate](#)
- [Admin Review](#)

- ▢ [Agreement 1 Superior](#)
- ▢ [Agreement 2 Country Bills](#)
- ▢ [Resolution No. R2011-34](#)

2011-01 CITYWIDE LANDSCAPE MAINTENANCE SERVICES
Bid Tabulation Summary

LOCATIONS		TOTALS				
	Country Bills Lawn	Everglades	Florida Turf	Ground Keepers	SFM Service	Superior Landscaping
TOTAL A	\$110,345.0000	\$121,635.0100	\$161,849.0000	\$53,375.0000	\$124,623.6000	\$56,028.0000
TOTAL B	\$114,985.0000	\$180,974.5000	\$218,138.0000	\$114,817.0000	\$162,529.0000	\$105,966.0000
TOTAL C	\$120,582.0000	\$151,790.3094	\$225,446.0000	\$279,580.0000	\$103,425.0000	\$74,907.0000
TOTAL A+B+C	\$345,912.0000	\$454,399.8194	\$605,433.0000	\$447,772.0000	\$390,577.6000	\$236,901.0000
GROUP D	Country Bills Lawn	Everglades	Florida Turf	Ground Keepers	SFM Service	Superior Landscaping
	\$7,138.3249	\$5,349.7750	\$8,236.9750	\$1,595.2500	\$1,800.9100	\$8,279.3958

		COUNTRY BILLS LAWN MAINTENANCE, INC			EVERGLADES ENVIRONMENTAL CARE, INC			FLORIDA TURF AND LANDSCAPE HORTICULTURE, INC				
LOCATIONS		PRICE1*	PRICE2**	Price 1+(Price2x28)	PRICE1*	PRICE2**	Price 1+(Price2x28)	PRICE1*	PRICE2**	Price 1+(Price2x28)		
GROUP A												
	CITY BUILDINGS AND FACILITIES	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS		
CB1	City Hall / YES Center / Victory	\$260.00	\$260.00	\$7,540.00	\$455.17	\$455.17	\$13,199.93	\$440.00	\$440.00	\$12,760.00		
CB2	Police Department Complex,	\$215.00	\$215.00	\$6,235.00	\$444.83	\$444.83	\$12,900.07	\$733.00	\$733.00	\$21,257.00		
CB3	Public Services Administration	\$140.00	\$140.00	\$4,060.00	\$227.59	\$227.59	\$6,600.11	\$440.00	\$440.00	\$12,760.00		
CB4	Amphitheater Complex - 16601	\$240.00	\$240.00	\$6,960.00	\$337.59	\$377.59	\$10,910.11	\$293.00	\$293.00	\$8,497.00		
CB5	Library Complex - 1601 NE 164	\$175.00	\$175.00	\$5,075.00	\$227.59	\$227.59	\$6,600.11	\$293.00	\$293.00	\$8,497.00		
CB6	Operations Center - 2101 NE	\$625.00	\$625.00	\$18,125.00	\$227.59	\$227.59	\$6,600.11	\$513.00	\$513.00	\$14,877.00		
CB7	Sanitation / Motor Pool	\$175.00	\$175.00	\$5,075.00	\$127.58	\$127.58	\$3,699.82	\$293.00	\$293.00	\$8,497.00		
CB8	Mall South Parking Lots 1 & 2 -	\$95.00	\$95.00	\$2,755.00	\$300.00	\$300.00	\$8,700.00	\$220.00	\$220.00	\$6,380.00		
CB9	City Nursery Swales - 15900 N	\$20.00	\$20.00	\$580.00	\$50.00	\$50.00	\$1,450.00	\$146.00	\$146.00	\$4,234.00		
CB10	Norwood Water Plant - 19150 N	\$1,140.00	\$1,140.00	\$33,060.00	\$1,305.17	\$1,305.17	\$37,849.93	\$1,010.00	\$1,010.00	\$29,290.00		
CB11	Sewer Treatment Plant - 17820	\$720.00	\$720.00	\$20,880.00	\$452.58	\$452.58	\$13,124.82	\$1,200.00	\$1,200.00	\$34,800.00		
TOTAL GROUP A				\$110,345.00	TOTAL GROUP A			\$121,635.01	TOTAL GROUP A			\$161,849.00
GROUP B												
	CITY PARKS:	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS		
P1	Snyder Tennis Center and Dieffenbach Preserv	\$285.00	\$285.00	\$8,265.00	\$832.75	\$832.75	\$24,149.75	\$660.00	\$660.00	\$19,140.00		
P2	Eastern Shores Tot Lot	\$20.00	\$20.00	\$580.00	\$121.55	\$121.55	\$3,524.95	\$275.00	\$275.00	\$7,975.00		
P3	Allen Park Complex - N.E. 18 A	\$245.00	\$245.00	\$7,105.00	\$227.59	\$227.59	\$6,600.11	\$733.00	\$733.00	\$21,257.00		
P4	Highland Village Park, including	\$145.00	\$145.00	\$4,205.00	\$227.59	\$227.59	\$6,600.11	\$440.00	\$440.00	\$12,760.00		
P5	Washington Park Complex, incl	\$245.00	\$245.00	\$7,105.00	\$377.59	\$377.59	\$10,950.11	\$550.00	\$550.00	\$15,950.00		
P6	Martin Luther King Park - NE	\$145.00	\$145.00	\$4,205.00	\$227.59	\$227.59	\$6,600.11	\$930.00	\$930.00	\$26,970.00		
P7	Miami Drive Parks, including: Hosea Sauls Park	\$195.00	\$195.00	\$5,655.00	\$377.59	\$377.59	\$10,950.11	\$275.00	\$275.00	\$7,975.00		
P8	Mishcon Park, including adja	\$395.00	\$395.00	\$11,455.00	\$832.75	\$832.75	\$24,149.75	\$586.00	\$586.00	\$16,994.00		
P9	Uleta Park Complex - N.E. 4rd Ave. & 16	\$450.00	\$450.00	\$13,050.00	\$605.17	\$605.17	\$17,549.93	\$733.00	\$733.00	\$21,257.00		
P10	Littman Park - East Dr. & NE 6	\$95.00	\$95.00	\$2,755.00	\$150.00	\$150.00	\$4,350.00	\$366.00	\$366.00	\$10,614.00		
P11	Pickwick Lake Park	\$75.00	\$75.00	\$2,175.00	\$300.00	\$300.00	\$8,700.00	\$366.00	\$366.00	\$10,614.00		
P12	Snake Creek Canal Banks -	\$1,375.00	\$1,375.00	\$39,875.00	\$1,432.75	\$1,432.75	\$41,549.75	\$875.00	\$875.00	\$25,375.00		
P13	Taylor Park- Dixie Hwy. & 156	\$295.00	\$295.00	\$8,555.00	\$527.58	\$527.58	\$15,299.82	\$733.00	\$733.00	\$21,257.00		
TOTAL GROUP B				\$114,985.00	TOTAL GROUP B			\$180,974.50	TOTAL GROUP B			\$218,138.00
GROUP C												
	PUBLIC RIGHTS-OF-WAY:	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS		
RW1	NE 171 / 172 Street Medians	\$225.00	\$225.00	\$6,525.00	\$755.17	\$755.17	\$21,899.93	\$890.00	\$890.00	\$25,810.00		
RW2	19th Avenue Medians and Traffic Circles - From	\$425.00	\$425.00	\$12,325.00	\$755.17	\$755.17	\$21,899.93	\$990.00	\$990.00	\$28,710.00		
RW3	Hanford Boulevard, NE 164 Street, Medians an	\$265.00	\$265.00	\$7,685.00	\$527.58	\$527.58	\$15,299.82	\$760.00	\$760.00	\$22,040.00		
RW4	NE 35th Ave. Medians, Guardh	\$290.00	\$290.00	\$8,410.00	\$305.17	\$305.17	\$8,849.93	\$660.00	\$660.00	\$19,140.00		
RW5	NE 13th Ave. Medians - From NE 159 Street sc	\$345.00	\$345.00	\$10,005.00	\$300.00	\$300.00	\$8,700.00	\$400.00	\$400.00	\$11,600.00		
RW6	East Drive Swale- North side	\$225.00	\$225.00	\$6,525.00	\$527.58	\$527.58	\$15,299.82	\$300.00	\$300.00	\$8,700.00		
RW7	SR 826 Medians - from N.W. 2 Avenue east to	\$1,180.00	\$1,180.00	\$34,220.00	\$1,157.75860	\$1,157.75860	\$33,575.00	\$2,034.00	\$2,034.00	\$58,986.00		
RW8	Biscayne Boulevard Medians, V	\$860.00	\$860.00	\$24,940.00	\$377.59	\$377.59	\$10,950.11	\$1,200.00	\$1,200.00	\$34,800.00		
RW9	NE 12 Avenue - West side	\$48.00	\$48.00	\$1,392.00	\$72.96	\$72.96	\$2,115.84	\$150.00	\$150.00	\$4,350.00		
RW10	Miami Gardens Drive Medians	\$295.00	\$295.00	\$8,555.00	\$455.17	\$455.17	\$13,199.93	\$390.00	\$390.00	\$11,310.00		
TOTAL GROUP C				\$120,582.00	TOTAL GROUP C			\$151,790.31	TOTAL GROUP C			\$225,446.00
A+B+C				\$345,912.00	A+B+C			\$454,399.819400	A+B+C			\$605,433.0000

GROUNDKEEPERS, INC			SFM SERVICES, INC			SUPERIOR LANDSCAPING SERVICES, INC			LOCATIONS
PRICE1*	PRICE2**	Price 1+(Price2x28)	PRICE1*	PRICE2**	Price 1+(Price2x28)	PRICE1*	PRICE2**	TOTALS Price 1+(Price2)	
GROUP A									
Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	
\$150.00	\$247.00	\$7,066.00	\$844.80	\$704.00	\$20,556.80	\$252.00	\$252.0000	\$7,308.0000	CB1
\$75.00	\$147.00	\$4,191.00	\$422.00	\$352.00	\$10,278.00	\$168.00	\$168.0000	\$4,872.0000	CB2
\$35.00	\$70.00	\$1,995.00	\$633.00	\$528.00	\$15,417.00	\$126.00	\$126.0000	\$3,654.0000	CB3
\$100.00	\$247.00	\$7,016.00	\$633.00	\$528.00	\$15,417.00	\$294.00	\$294.0000	\$8,526.0000	CB4
\$27.00	\$77.00	\$2,183.00	\$158.00	\$132.00	\$3,854.00	\$126.00	\$126.0000	\$3,654.0000	CB5
\$97.00	\$347.00	\$9,813.00	\$740.00	\$616.00	\$17,988.00	\$210.00	\$210.0000	\$6,090.0000	CB6
\$27.00	\$77.00	\$2,183.00	\$264.00	\$220.00	\$6,424.00	\$168.00	\$168.0000	\$4,872.0000	CB7
\$0.00	\$37.00	\$1,036.00	\$105.00	\$88.00	\$2,569.00	\$210.00	\$210.0000	\$6,090.0000	CB8
\$27.00	\$77.00	\$2,183.00	\$53.00	\$44.00	\$1,285.00	\$126.00	\$126.0000	\$3,654.0000	CB9
\$97.00	\$347.00	\$9,813.00	\$844.80	\$704.00	\$20,556.80	\$126.00	\$126.0000	\$3,654.0000	CB10
\$100.00	\$207.00	\$5,896.00	\$422.00	\$352.00	\$10,278.00	\$126.00	\$126.0000	\$3,654.0000	CB11
TOTAL GROUP A		\$53,375.00	TOTAL GROUP A		\$124,623.60	TOTAL GROUP A		\$56,028.0000	
GROUP B									
Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	
\$75.00	\$447.00	\$12,591.00	\$317.00	\$264.00	\$7,709.00	\$504.00	\$504.0000	\$14,616.0000	P1
\$10.00	\$37.00	\$1,046.00	\$53.00	\$44.00	\$1,285.00	\$168.00	\$168.0000	\$4,872.0000	P2
\$0.00	\$247.00	\$6,916.00	\$211.00	\$176.00	\$5,139.00	\$210.00	\$210.0000	\$6,090.0000	P3
\$0.00	\$27.00	\$756.00	\$211.00	\$176.00	\$5,139.00	\$210.00	\$210.0000	\$6,090.0000	P4
\$0.00	\$27.00	\$756.00	\$264.00	\$220.00	\$6,424.00	\$252.00	\$252.0000	\$7,308.0000	P5
\$0.00	\$247.00	\$6,916.00	\$211.00	\$176.00	\$5,139.00	\$210.00	\$210.0000	\$6,090.0000	P6
\$0.00	\$347.00	\$9,716.00	\$422.00	\$352.00	\$10,278.00	\$210.00	\$210.0000	\$6,090.0000	P7
\$0.00	\$447.00	\$12,516.00	\$370.00	\$308.00	\$8,994.00	\$252.00	\$252.0000	\$7,308.0000	P8
\$0.00	\$447.00	\$12,516.00	\$240.00	\$198.00	\$5,784.00	\$420.00	\$420.0000	\$12,180.0000	P9
\$0.00	\$57.00	\$1,596.00	\$211.00	\$176.00	\$5,139.00	\$252.00	\$252.0000	\$7,308.0000	P10
\$0.00	\$147.00	\$4,116.00	\$317.00	\$264.00	\$7,709.00	\$210.00	\$210.0000	\$6,090.0000	P11
\$0.00	\$1,170.00	\$32,760.00	\$3,643.00	\$3,036.00	\$88,651.00	\$504.00	\$504.0000	\$14,616.0000	P12
\$100.00	\$447.00	\$12,616.00	\$211.00	\$176.00	\$5,139.00	\$252.00	\$252.0000	\$7,308.0000	P13
TOTAL GROUP B		\$114,817.00	TOTAL GROUP B		\$162,529.00	TOTAL GROUP B		\$105,966.0000	
GROUP C									
Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	Initial Service	COST PER CYCLE	TOTALS	
\$0.00	\$1,970.00	\$55,160.00	\$475.00	\$396.00	\$11,563.00	\$210.00	\$210.0000	\$6,090.0000	RW1
\$0.00	\$1,270.00	\$35,560.00	\$633.00	\$528.00	\$15,417.00	\$504.00	\$504.0000	\$14,616.0000	RW2
\$0.00	\$547.00	\$15,316.00	\$422.00	\$352.00	\$10,278.00	\$294.00	\$294.0000	\$8,526.0000	RW3
\$0.00	\$1,070.00	\$29,960.00	\$264.00	\$220.00	\$6,424.00	\$294.00	\$294.0000	\$8,526.0000	RW4
\$0.00	\$447.00	\$12,516.00	\$264.00	\$220.00	\$6,424.00	\$147.00	\$147.0000	\$4,263.0000	RW5
\$0.00	\$647.00	\$18,116.00	\$158.00	\$132.00	\$3,854.00	\$168.00	\$168.0000	\$4,872.0000	RW6
\$0.00	\$2,470.00	\$69,160.00	\$1,267.00	\$1,056.00	\$30,835.00	\$420.00	\$420.0000	\$12,180.0000	RW7
\$0.00	\$1,170.00	\$32,760.00	\$633.00	\$528.00	\$15,417.00	\$126.00	\$126.0000	\$3,654.0000	RW8
\$0.00	\$47.00	\$1,316.00	\$27.00	\$22.00	\$643.00	\$210.00	\$210.0000	\$6,090.0000	RW9
\$0.00	\$347.00	\$9,716.00	\$106.00	\$88.00	\$2,570.00	\$210.00	\$210.0000	\$6,090.0000	RW10
TOTAL GROUP C		\$279,580.00	TOTAL GROUP C		\$103,425.00	TOTAL GROUP C		\$74,907.0000	
A+B+C		\$447,772.0000	A+B+C		\$390,577.6000	A+B+C		\$236,901.0000	

GROUP D		COUNTRY BILLS LAWN MAINTENANCE, INC						EVERGLADES ENVIRONMENTAL CARE INC						FLORIDA TURF AND LANDSCAPE HORTICULTURE, INC					
ALTERNATE BID ITEMS		PRICE PER DESCRIPTION			TOTALS			PRICE PER DESCRIPTION			TOTALS			PRICE PER DESCRIPTION			TOTALS		
3.3.1	TREE AND PALM TRIMMING AND REMOVAL:	UNIT	Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high		Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high		Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high		Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high		
		T&P removed	\$135.00	\$235.00	\$450.00	820.0000	\$150.00	\$350.00	\$650.00	\$1,150.00	\$160.00	\$375.00	\$900.00	\$1,435.00					
		T&P trimmed	\$55.00	\$95.00	\$125.00	275.0000	\$25.00	\$85.00	\$185.00	\$275.00	\$35.00	\$45.00	\$55.00	\$135.00					
3.3.2	IRRIGATION SYSTEM REPAIRS AND MAINTENANCE	LF (+ cost of material)																	
		SERVICE	\$30.00			30.0000	\$32.00			\$70.00				\$70.00					
3.3.3	FERTILIZER APPLICATION	per applied 50lb. bag																	
		TREES AND PALMS	\$33.00	\$25.00	\$22.00	80.0000	\$30.00	\$30.00	\$30.00	\$90.00	\$35.00	\$25.00	\$25.00	\$85.00					
3.3.4	PESTICIDE/FUNGICIDE APPLICATION	SF																	
		TREES AND PALMS	\$58.00	\$0.0090	\$0.0090	58.0180	\$0.25	\$0.0500	\$0.0500	\$0.3500	\$0.08	\$0.0250	\$0.0150	\$0.100					
3.3.5	MULCHING	installed cubid yard																	
		RED MULCH	\$28.50	\$36.50		65.0000	\$35.00	\$38.00		\$138.00	\$75.00	\$90.00		\$165.00					
3.3.6.1	SOD FURNISH AND INSTALLATION****																		
		SMALL JOBS (1-5 PALLETS)	\$185.00	\$175.00	\$170.00	530.0000	\$220.00	\$200.00	\$190.00	\$610.00	\$275.00	\$275.00	\$275.00	\$825.00					
		(St Augustine Floratam)	\$295.00	\$285.00	\$275.00	855.0000	\$275.00	\$230.00	\$210.00	\$715.00	\$550.00	\$550.00	\$550.00	\$1,650.00					
		(Bermuda)	\$125.00	\$145.00	\$135.00	435.0000	\$150.00	\$130.00	\$110.00	\$390.00	\$250.00	\$250.00	\$250.00	\$750.00					
		(Argentina Bahia)																	
3.3.6.2	SOD FURNISH AND DELIVER****																		
		SMALL JOBS (1-5 PALLETS)	\$155.00	\$145.00	\$135.00	435.0000	\$150.00	\$130.00	\$120.00	\$400.00	\$190.00	\$190.00	\$190.00	\$570.00					
		(St Augustine Floratam)	\$215.00	\$205.00	\$200.00	620.0000	\$185.00	\$165.00	\$155.00	\$505.00	\$275.00	\$275.00	\$275.00	\$825.00					
		(Bermuda)	\$125.00	\$115.00	\$100.00	340.0000	\$120.00	\$100.00	\$90.00	\$310.00	\$170.00	\$170.00	\$170.00	\$510.00					
		(Argentina Bahia)																	
3.3.7	BERMUDA TURF AERATION	SF																	
		SMALL JOBS (1-5 PALLETS)	\$0.0069			0.0069	\$0.0300	\$0.0250	\$0.02	\$0.0750	0.0050	0.0050	0.0050	\$0.015					
3.3.8	SPORTS FIELD STRIPING	per field																	
		FOOTBALL FIELD	\$875.00	\$450.00	\$175.00	1,500.0000	\$250.00	\$250.00	\$250.00	\$750.00	\$450.00	\$375.00	\$375.00	\$1,200.00					
3.3.9	GRAFFITI REMOVAL	SF																	
		SERVICE	\$1,000.00			1,000.0000	\$6.50			\$6.50	\$1.80		\$1.80						
3.3.10	PRESSURE CLEANING	SF																	
		SERVICE	\$0.30			0.3000	\$0.35			\$0.35	\$0.06		\$0.06						
3.3.11	PLANTING OF ANNUAL FLOWERS	SY																	
		SERVICE	\$95.00			95.0000	\$9.50			\$9.50	\$15.00		\$15.00						
		TOTAL GROUP D				\$7,138.32490				\$5,349.775				\$8,236.975					

GROUNDKEEPERS, INC				SFM SERVICES, INC				SUPERIOR LANDSCAPING, INC				GROUP D			
PRICE PER DESCRIPTION			TOTALS	PRICE PER DESCRIPTION			TOTALS	PRICE PER DESCRIPTION			TOTALS	ALTERNATE BID ITEMS	UNIT		
Small Trees & Palms 10'-up high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high	\$105.00	Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high	\$700.00	Small Trees & Palms 10'-20' high	Medium Trees & Palms 20'-30' high	Large Trees & Palms 30'-up high	\$1,800.00	3.3.1	TREE AND PALM TRIMMING AND REMOVAL	T&P removed	
\$40.00	\$20.00	\$45.00	\$105.00	\$150.00	\$250.00	\$300.00	\$700.00	\$275.00	\$960.00	\$1,800.00	\$3,035.00			T&P trimmed	
\$50.00	\$100.00	\$150.00	\$300.00	\$25.00	\$30.00	\$35.00	\$90.00	\$28.00	\$65.00	\$165.00	\$258.00				
SERVICE				SERVICE				SERVICE							
\$35.00			\$35.00	\$5.00			\$5.00	\$65.00			\$65.00				
TREES AND PALMS	SHRUBS	LAWN AREAS	\$155.00	TREES AND PALMS	SHRUBS	LAWN AREAS	\$90.00	TREES AND PALMS	SHRUBS	LAWN AREAS	\$138,200.00				
\$25.00	\$25.00	\$105.00	\$155.00	\$30.00	\$30.00	\$30.00	\$90.00	\$49,000.00	\$44,600.00	\$44,600.00					
TREES AND PALMS	SHRUBS	LAWN AREAS	\$150,000.00	TREES AND PALMS	SHRUBS	LAWN AREAS	\$0,300.00	TREES AND PALMS	SHRUBS	LAWN AREAS	\$1,200.00				
\$35.00	\$45,000.00	\$70,000.00	\$150,000.00	\$0.10	\$0.1000	\$0.1000	\$0.3000	\$6.00	\$2,000.00	\$1,200.00					
RED MULCH	PINE CHIPS		\$92.00	RED MULCH	PINE CHIPS		\$100.00	RED MULCH	PINE CHIPS		\$94.00				
\$42.00	\$50.00		\$92.00	\$40.00	\$60.00		\$100.00	\$45.00	\$49.00		\$94.00				
SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.75	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$1.20	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$2.00				
\$0.25	\$0.25	\$0.25	\$0.75	\$0.45	\$0.40	\$0.35	\$1.20	\$290.00	\$260.00	\$245.00	\$795.00				
\$0.30	\$0.30	\$0.30	\$0.90	\$0.55	\$0.50	\$0.45	\$1.50	\$340.00	\$290.00	\$290.00	\$920.00				
\$0.32	\$0.32	\$0.32	\$0.96	\$0.35	\$0.30	\$0.25	\$0.90	\$195.00	\$165.00	\$150.00	\$510.00				
SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.75	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.95	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$1.25				
\$0.25	\$0.25	\$0.25	\$0.75	\$0.35	\$0.30	\$0.30	\$0.95	\$150.00	\$150.00	\$125.00	\$425.00				
\$0.30	\$0.30	\$0.30	\$0.90	\$0.45	\$0.40	\$0.40	\$1.25	\$175.00	\$175.00	\$160.00	\$510.00				
\$0.32	\$0.32	\$0.32	\$0.96	\$0.25	\$0.20	\$0.20	\$0.65	\$125.00	\$125.00	\$105.00	\$355.00				
SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.6000	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.1000	SMALL JOBS (1-5 PALLETS)	MEDIUM JOBS (6-10 PALLETS)	LARGE JOBS (10-UP PALLETS)	\$0.0458				
0.2000	0.2000	0.2000	0.6000	0.0500	0.0300	0.0200	0.1000	0.0180	0.0139	0.0139	0.0458				
FOOTBALL FIELD	SOCCER FIELD	BASEBALL FIELD	\$750.00	FOOTBALL FIELD	SOCCER FIELD	BASEBALL FIELD	\$800.00	FOOTBALL FIELD	SOCCER FIELD	BASEBALL FIELD	\$1,110.00				
\$350.00	\$250.00	\$150.00	\$750.00	\$300.00	\$250.00	\$250.00	\$800.00	\$440.00	\$380.00	\$290.00	\$1,110.00				
SERVICE				SERVICE				SERVICE							
\$0.43			\$0.43	\$4.00			\$4.00	\$9.50			\$9.50				
SERVICE				SERVICE				SERVICE							
\$0.25			\$0.25	\$0.06			\$0.06	\$0.45			\$0.45				
SERVICE				SERVICE				SERVICE							
\$1.75			\$1.75	\$5.00			\$5.00	\$45.00			\$45.00				
TOTAL GROUP			\$1,595.25	TOTAL GROUP			\$1,800.91	TOTAL GROUP D			\$8,279.40				

2011-01 ADMINISTRATIVE REVIEW

VENDOR	Groundkeepers	Superior Landscaping	SFM Services	Country bills Lawn
CRITERIA				
Department of State	✓	✓	✓	✓
Better Business Bureau	✓	✓	✓	✓
Certificate of Insurance	✓	✓	✓	✓
Business Tax Receipt	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓
Professional License	✓	✓	✓	✓
SECTION 5.0 REQUIRED FORMS				
Acknowledgement of Addenda	✓	<input checked="" type="checkbox"/>	✓	✓
Drug-Free Workplace Program	✓	✓	✓	✓
Solicitation, Giving and Acceptance of Gifts Policy	✓	✓	✓	✓
Bid Signature Page for a corporation/ Sole proprietor or partnership	✓	✓	✓	✓
Source of Information	✓	✓	✓	✓
Reference Questionnaire	✓	✓	✓	✓
RFC	✓	✓	✓	✓
*This is an administrative review of the apparent lowest bidders				
<input checked="" type="checkbox"/> Addendum 4 was not submitted				

**AGREEMENT No. 2011-01.1
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
SUPERIOR LANDSCAPING & LAWN SERVICE, INC.**

THIS AGREEMENT made and entered into as of this ____ day of _____, 2011 by and between **Superior Landscaping & Lawn Service, Inc.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **2200 NW 23rd Avenue, Miami, FL 33142** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2011-01**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **January 28, 2011**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

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

WHEREAS, the City designated **Superior Landscaping & Lawn Service, Inc.** as the approved primary vendor for the delivery of material and/or services in this contract for the effective period of the award.

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda as attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms of the attached invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the attached Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this

_____ day of _____, 2011.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Lyndon L Bonner, City Manager

Name: _____
(Print)

Date: _____

Title: _____

Attest: _____
Pamela L. Latimore, City Clerk

Date: _____

Approved as to form
And legal sufficiency

Attest: _____
Corporate Seal/Notary Public

Darcee S. Siegel, City Attorney

Corporate Seal/Notary Seal

AGREEMENT No. 2011-01.2
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
COUNTRY BILL'S LAWN MAINTENANCE, INC.

THIS AGREEMENT made and entered into as of this ____ day of _____, **2011** by and between **Country Bill's Lawn Maintenance, Inc.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **13363 NE 16th Avenue, North Miami, FL 33161** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2011-01**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **January 28, 2011**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

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

WHEREAS, the City designated **Country Bill's Lawn Maintenance, Inc.** as the approved secondary vendor for the delivery of material and/or services in this contract for the effective period of the award.

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda as attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms of the attached invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the attached Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this

_____ day of _____, 2011.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Lyndon L. Bonner, City Manager

Name: _____
(Print)

Date: _____

Title: _____

Attest: _____
Pamela L. Latimore, City Clerk

Date: _____

Approved as to form
And legal sufficiency

Attest: _____
Corporate Seal/Notary Public

Darcee S. Siegel, City Attorney

Corporate Seal/Notary Seal

RESOLUTION NO. R2011-34

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 SUPERIOR LANDSCAPING & LAWN SERVICE, INC., AS THE PRIMARY VENDOR, AND COUNTRY BILL'S LAWN MAINTENANCE, INC., AS BACK-UP AND THE SECONDARY VENDOR, FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES BID NO. 2011-01.

WHEREAS, the City of North Miami Beach issued Invitation to Bid No. 2011-01 for the furnishing of all labor, equipment and materials for citywide landscape maintenance services; and

WHEREAS, Invitation to Bid No. 2011-01 also included alternate bid items, such as tree trimming and removing; irrigation system repairs and maintenance; fertilization; mulching; pesticide/fungicide application; sodding; sports field marking; graffiti removal; pressure cleaning of sidewalks and/or buildings; and planting of annual flowers, all of which will be requested by the City on an as needed basis; and

WHEREAS, in situations where obtaining services from the primary vendor is not in the best interest of the City, the primary vendor cannot deliver material and/or services within 24 hours of date required or if the services are needed on an emergency basis, staff may obtain services from the back-up/secondary vendor; and

WHEREAS, bid notices were electronically mailed to 1,023 potential local and national vendors, as well as advertised in the Daily Business Review, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall; and

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

RESOLUTION R2011-34

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2011-01; and

WHEREAS, the Evaluation Committee recommended that Bid No. 2011-01 be awarded to the lowest, most responsive and responsible bidder, Superior Landscaping & Lawn Service, Inc., as the primary vendor, and to Country Bill's Lawn Maintenance, Inc., the second lowest, most responsive and responsible bidder, as a back-up and secondary vendor to the primary vendor; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach desire to award Bid No. 2011-01 and authorize the City Manager to execute an Agreement between the City of North Miami Beach and Superior Landscaping & Lawn Service, Inc., as primary vendor, and to Country Bill's Lawn Maintenance, Inc., as a back-up and secondary vendor, for the furnishing of all labor, equipment and materials for citywide landscape maintenance services.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2011-01 in the amount of \$236,901.00 to Superior Landscaping & Lawn Service, Inc., as the primary vendor, and to Country Bill's Lawn Maintenance, Inc., as back-up and secondary vendor for citywide landscape maintenance services. The expenditure for the alternate bid items identified above will be established within the budgetary amount for each fiscal year.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute an agreement, in a form acceptable to the City Attorney, between the City and Superior Landscaping & Lawn Service, Inc., as primary vendor,

and Country Bill's Lawn Maintenance, Inc., as back-up and secondary vendor, 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 July, **2011**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Resolution No. R2011-35

BACKGROUND: The State of Florida Department of Transportation (FDOT) has jurisdiction over the SR 5 & SR826 & SR860 within the limits of the City of North Miami Beach. FDOT has created roadside areas and median strips which require landscaping and maintenance services. The City shall provide landscape and maintenance services to these areas and FDOT will reimburse the City \$27,563.21 to perform these services.

RECOMMENDATION: That the City Council of North Miami Beach authorizes the City Manager to execute an agreement between the City and FDOT for the turf and landscape maintenance of the roadside areas and median strips within the City limits in exchange for reimbursement of \$27,563.21.

FISCAL IMPACT: None.

CONTACT PERSON(S): Shari Kamali, Director of Public Services
Brian O' Connor, Chief Procurement Officer

ATTACHMENTS:

▣ [Resolution No. R2011-35](#)

RESOLUTION NO R2011-35

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 THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TURF AND LANDSCAPE OF ROADSIDE AREAS AND MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY.

WHEREAS, the State of Florida Department of Transportation ("Department") has jurisdiction and maintains State Roads 5, 826 and 860 in the City of North Miami Beach, Florida ("City"); and

WHEREAS, the Department, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway Systems within the corporate limits of the City; and

WHEREAS, the Department, at the City's request, has agreed to reimburse the City for the maintenance of turf and landscape on those State Roads; and

WHEREAS, the City recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with the Department's requirements for maintenance responsibilities; and

WHEREAS, the Department has programmed funding for the maintenance of turf and landscape, and has agreed to reimburse the City for these services in the total amount of \$27,563.21 per year; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach, desire to maintain the median strips and roadside areas and authorizes the City Manager to execute an Agreement between the City of North Miami Beach and the State of Florida Department of

Transportation for the turf and landscape maintenance of these roadside areas and median strips within the corporate limits of the City.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute an agreement, in a form acceptable to the City Attorney, between the City and the State of Florida Department of Transportation, 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 **July, 2011**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Resolution No. R2011-36

BACKGROUND: The City of North Miami Beach requested sealed bids for the furnishing of all labor, equipment, and materials for the improvement of approximately 600 linear feet of roadway located in NE 173 Street between NE 23 Avenue and West Dixie Highway, North Miami Beach, Florida. The improvement consists of the road reconstruction, curbing, sidewalk, roundabout, on-street parking, drainage & landscape. This project in part will be federally assisted through the Miami-Dade County Department of Housing and Community Development with CDBG funds.

RECOMMENDATION: It is the evaluation committee's recommendation that the Bid be awarded to the lowest most responsive responsible bidder, being Williams Paving Co., Inc. for NE 173 Street Roadway Improvements.

FISCAL IMPACT: Budgeting: \$300,000
Expenditure: \$267,928.95

CONTACT PERSON(S): Brian O'Connor, Chief Procurement Officer
Shari Kamali, Public Services Director

ATTACHMENTS:

- [Resolution No. R2011-36](#)
- [Bid Tabulation](#)
- [Bid Proposal](#)

RESOLUTION NO. R2011-36

**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 WILLIAMS PAVING CO., INC. FOR
ROADWAY IMPROVEMENTS ON N.E. 173rd STREET
LOCATED BETWEEN N.E. 23rd AVENUE AND WEST
DIXIE HIGHWAY.**

WHEREAS, the City of North Miami Beach issued Invitation to Bid No. 2011-07 for the furnishing of all labor, equipment and materials for the improvement of approximately 600 linear feet of roadway on N.E. 173rd Street between N.E. 23rd Avenue and West Dixie Highway, North Miami Beach, Florida; and

WHEREAS, the improvements consists of road reconstruction, curbing, sidewalk, roundabout, on-street parking, drainage and landscape; and

WHEREAS, this project will be federally assisted in part through the Miami-Dade County Department of Housing and Community with CDBG Funds; and

WHEREAS, the Community Development Block Grant (CDBG) is one the longest-running programs of the U.S. Department of Housing and Urban Development; and

WHEREAS, bid notices were electronically mailed to 838 potential local and national vendors, as well as advertised in the Miami Herald, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall; and

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

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2011-07; and

WHEREAS, the Evaluation Committee recommended that Bid No. 2011-07 be awarded to the lowest, most responsive bidder, Williams Paving Co., Inc.; and

RESOLUTION R2011-36

WHEREAS, the City Council of North Miami Beach desires to award Bid No. 2011-07 and authorizes the City Manager to execute an Agreement between the City of North Miami Beach and Williams Paving Co., Inc. for furnishing all labor, equipment and materials for the improvement of approximately 600 linear feet of roadway on N.E. 173 Street between N.E. 23rd Avenue and West Dixie Highway, North Miami Beach, Florida

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2011-07 to Williams Paving Co., Inc. in the total amount of \$309,557.80.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute an agreement for the road improvements on N.E. 173rd Street between N.E. 23rd Avenue and West Dixie Highway, in a form acceptable to the City Attorney, between the City and Williams Paving Co. Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of **July, 2011**.

ATTEST:

JOANNE M. CALLAHAN
INTERIM CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2011-36

SECTION 4.0 BID PAGE

4.1 NE 173 STREET ROADWAY IMPROVEMENTS BID Page No. 2011-07

BASE BID					
ITEM	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
I. GENERAL					
1	MOBILIZATION	1	LS	\$ 5,000	\$ 5,000.00
2	CLEARING AND GRADE SWALE AREA	1	LS	\$ 1,700	\$ 1,700.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,300	\$ 1,300.00
II CIVIL					
A. DEMOLITION/ SITE PREPARATION					
4	MILLING EXISTING ASPHALT (AVG DEPTH 2")	2445	SY	\$ 1.50	\$ 3,667.50
5	REMOVE ASPHALT AND LIMEROCK BASE (10" THICK)	1492	SY	\$ 3.50	\$ 5,222.00
6	REMOVE CONCRETE SIDEWALK	551	SY	\$ 5.50	\$ 3,030.50
7	EXISTING CURB AND GUTTER REMOVAL	1304	LF	\$ 2.50	\$ 3,260.00
8	REMOVE EXISTING FENCE AND REPLACE WITH 5' CHAIN LINK FENCE AT BACK OF SIDEWALK	220	LF	\$ 10.50	\$ 2,310.00
9	REMOVE EXISTING STREET SIGN	4	EA	\$ 25	100.00
10	RELOCATE/ADJUST EXISTING STREET SIGN	0	EA		
11	ABANDON EXIST DRAINAGE STRUCTURES IN PLACE, SALVAGE FRAME & GRATES/COVERS	5	EA	\$ 250	\$ 1,250.00
12	REMOVAL AND DISPOSAL OF EXISTING TREE	6	EA	\$ 500	\$ 3,000.00
13	ADJUST EXISTING MANHOLE TO GRADE	1	EA	\$ 150	\$ 150.00
14	ADJUST EXISTING WATER VALVE/METER	5	EA	\$ 75	\$ 375.00
B. PAVING					
15	TYPE S-III ASPHALTIC CONCRETE PAVEMENT [ROADWAY] (2-IN THICKNESS; 2 LIFTS)	2462	SY	\$ 10.50	\$ 25,851.00
16	TYPE S-III ASPHALTIC CONCRETE PAVEMENT [PARKING] (1.5-IN THICKNESS; 1 LIFT)	1256	SY	\$ 9.45	\$ 11,869.20
17	TYPE B STABILIZATION (12-IN THICKNESS)	1943	SY	\$ 3	\$ 5,829.00
18	LIMEROCK BASE (8-IN THICKNESS)	1886	SY	\$ 12.15	\$ 22,914.90
19	CONCRETE SIDEWALK (4-IN THICKNESS)	815	SY	\$ 28	\$ 22,820.00
20	CONCRETE SIDEWALK (6-IN THICKNESS)	118	SY	\$ 32	\$ 3,776.00
21	CONCRETE VALLEY GUTTER (2-FT)	1257	LF	\$ 16	\$ 20,112.00
22	CONCRETE CURB (TYPE B)	0	LF		
23	CONCRETE CURB (TYPE D)	1362	LF	\$ 13	\$ 17,706.00
24	CONCRETE CURB AND GUTTER (TYPE F)	433	LF	\$ 10	\$ 4,330.00
25	STAMPED CONCRETE (ROADWAY)	0	SY		

26	CONCRETE RAMP W/ DETECTABLE WARNING	4	EA	\$ 165	\$ 660.00
C. DRAINAGE					
27	GUTTER INLET W/ FDOT TYPE C STRUCTURE WITH USF 5112-6143	4	EA	\$ 1,900	\$ 7,600.00
28	GUTTER INLET W/ FDOT TYPE J STRUCTURE WITH USF 5112-6143	2	EA	\$ 3,475	\$ 6,950.00
29	GUTTER INLET W/ FDOT TYPE J STRUCTURE WITH USF 4155-6210	2	EA	\$ 3,270	\$ 6,540.00
30	15-IN HDPE CULVERT	94	LF	\$ 32.50	\$ 3,055.00
31	24-IN HDPE CULVERT	195	LF	\$ 37	\$ 7,215.00
32	24-IN PERFORATED HDPE EXFILTRATION TRENCH	400	LF	\$ 75	\$ 30,000.00
33	CONCRETE INLET APRON	3	EA	\$ 390	\$ 1,170.00
D. STRIPING AND SIGNS					
34	FURNISH AND INSTALL 6-IN WHITE THERMOPLASTIC (SOLID)	1248	LF	\$ 0.75	\$ 936.00
35	FURNISH AND INSTALL 6-IN WHITE THERMOPLASTIC (2-4 SKIP)	0	LF		
36	FURNISH AND INSTALL 8-IN WHITE THERMOPLASTIC (SOLID)	41	LF	\$ 1	\$ 41.00
37	FURNISH AND INSTALL 12-IN WHITE THERMOPLASTIC (SOLID)	115	LF	\$ 1.50	\$ 172.50
38	FURNISH AND INSTALL 18-IN WHITE THERMOPLASTIC (SOLID)	54	LF	\$ 1.75	\$ 94.50
39	FURNISH AND INSTALL 24-IN WHITE THERMOPLASTIC (SOLID)	68	LF	\$ 3.20	\$ 217.60
40	FURNISH AND INSTALL 6-IN YELLOW THERMOPLASTIC (SOLID)	202	LF	\$ 0.75	\$ 151.50
41	FURNISH AND INSTALL 6-IN YELLOW THERMOPLASTIC (10-30 SKIP)	730	LF	\$ 0.75	\$ 547.50
42	FURNISH AND INSTALL 18-IN YELLOW THERMOPLASTIC (SOLID)	0	LF		
43	FURNISH AND INSTALL 6-IN BLUE THERMOPLASTIC (SOLID)	108	LF	\$ 0.75	\$ 81.00
44	FURNISH AND INSTALL ADA SYMBOL (SOLID)	4	EA	\$ 50	\$ 200.00
45	FURNISH AND INSTALL REFLECTIVE PAVEMENT MARKERS (RPM)	33	EA	\$ 3.75	\$ 123.75
46	FURNISH AND INSTALL NEW STREET SIGN	0	EA		
47	FURNISH AND INSTALL NEW PEDESTRIAN SIGN	2	EA	\$ 225	\$ 450.00
48	FURNISH AND INSTALL NEW STOP SIGN	0	EA		
49	FURNISH AND INSTALL NEW ADA SIGN	4	EA	\$ 175	\$ 700.00
E. LANDSCAPING					
50	FURNISH AND INSTALL SOD (BAHIA)	17901	SF	\$ 0.50	\$ 8,950.50
51	FURNISH AND INSTALL SCH 80 2" PVC CONDUIT	0	LF		
F. SPECIAL ITEMS					
52	AS-BUILT (PER CITY STANDARDS)	1	LS	\$ 1,500	\$ 1,500.00
53	ALLOWANCE FOR PERMITS & CONTINGENCY	1	LS		\$ 25,000.00
BASE BID TOTAL					\$ 267,928.95

ALTERNATE BID					
I.	GENERAL				
1	MOBILIZATION	1	LS	\$ 1,000	\$ 1,000.00
2	CLEARING AND GRADE SWALE AREA	1	LS	\$ 925	\$ 925.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,000	\$ 1,000.00
II CIVIL					
A. DEMOLITION/ SITE PREPARATION					
4	MILLING EXISTING ASPHALT (AVG DEPTH 2")	56	SY	\$ 15	\$ 840.00
5	REMOVE ASPHALT AND LIMEROCK BASE (10" THICK)	565	SY	\$ 5	\$ 2,825.00
6	REMOVE CONCRETE SIDEWALK	95	SY	\$ 7.75	\$ 736.25
7	EXISTING CURB AND GUTTER REMOVAL	21	LF	\$ 1	\$ 21.00
8	REMOVE EXISTING FENCE AND REPLACE WITH 5' CHAIN LINK FENCE AT BACK OF SIDEWALK	0	LF		
9	REMOVE EXISTING STREET SIGN	1	EA	\$ 25	\$ 25.00
10	RELOCATE/ADJUST EXISTING STREET SIGN	1	EA	\$ 100	\$ 100.00
11	ABANDON EXIST DRAINAGE STRUCTURES IN PLACE, SALVAGE FRAME & GRATES/COVERS	0	EA		
12	REMOVAL AND DISPOSAL OF EXISTING TREE	0	EA		
13	ADJUST EXISTING MANHOLE TO GRADE	1	EA	\$ 130	\$ 130.00
14	ADJUST EXISTING WATER VALVE/METER	0	EA		
B. PAVING					
15	TYPE S-III ASPHALTIC CONCRETE PAVEMENT [ROADWAY] (2-IN THICKNESS; 2 LIFTS)	474	SY	\$ 10.50	\$ 4,977.00
16	TYPE S-III ASPHALTIC CONCRETE PAVEMENT [PARKING] (1.5-IN THICKNESS; 1 LIFT)	0	SY		
17	TYPE B STABILIZATION (12-IN THICKNESS)	576	SY	\$ 3	\$ 1,728.00
18	LIMEROCK BASE (8-IN THICKNESS)	559	SY	\$ 12.75	\$ 7,127.25
19	CONCRETE SIDEWALK (4-IN THICKNESS)	143	SY	\$ 28.75	\$ 4,111.25
20	CONCRETE SIDEWALK (6-IN THICKNESS)	0	SY		
21	CONCRETE VALLEY GUTTER (2-FT)	0	LF		
22	CONCRETE CURB (TYPE B)	171	LF	\$ 16.50	\$ 2,821.50
23	CONCRETE CURB (TYPE D)	0	LF		
24	CONCRETE CURB AND GUTTER (TYPE F)	244	LF	\$ 13	\$ 3,172.00
25	STAMPED CONCRETE (ROADWAY)	47	SY	\$ 75	\$ 3,525.00
26	CONCRETE RAMP W/ DETECTABLE WARNING	8	EA	\$ 180	\$ 1,440.00
C. DRAINAGE					
27	GUTTER INLET W/ FDOT TYPE C STRUCTURE WITH USF 5112-6143	0	EA		
28	GUTTER INLET W/ FDOT TYPE J STRUCTURE WITH USF 5112-6143	0	EA		
29	GUTTER INLET W/ FDOT TYPE J STRUCTURE WITH USF 4155-6210	0	EA		

30	15-IN HDPE CULVERT	0	LF		
31	24-IN HDPE CULVERT	0	LF		
32	24-IN PERFORATED HDPE EXFILTRATION TRENCH	0	LF		
33	CONCRETE INLET APRON	0	EA		
D. STRIPING AND SIGNS					
34	FURNISH AND INSTALL 6-IN WHITE THERMOPLASTIC (SOLID)	0	LF		
35	FURNISH AND INSTALL 6-IN WHITE THERMOPLASTIC (2-4 SKIP)	72	LF	\$ 0.75	\$ 54.00
36	FURNISH AND INSTALL 8-IN WHITE THERMOPLASTIC (SOLID)	0	LF		
37	FURNISH AND INSTALL 12-IN WHITE THERMOPLASTIC (SOLID)	180	LF	\$ 1.50	\$ 270.00
38	FURNISH AND INSTALL 18-IN WHITE THERMOPLASTIC (SOLID)	0	LF		
39	FURNISH AND INSTALL 24-IN WHITE THERMOPLASTIC (SOLID)	102	LF	\$ 3.25	\$ 331.50
40	FURNISH AND INSTALL 6-IN YELLOW THERMOPLASTIC (SOLID)	220	LF	\$ 0.75	\$ 165.00
41	FURNISH AND INSTALL 6-IN YELLOW THERMOPLASTIC (10-30 SKIP)	0	LF		
42	FURNISH AND INSTALL 18-IN YELLOW THERMOPLASTIC (SOLID)	23	LF	\$ 1.85	\$ 42.55
43	FURNISH AND INSTALL 6-IN BLUE THERMOPLASTIC (SOLID)	0	LF		
44	FURNISH AND INSTALL ADA SYMBOL (SOLID)	0	EA		
45	FURNISH AND INSTALL REFLECTIVE PAVEMENT MARKERS (RPM)	14	EA	\$ 3.75	\$ 52.50
46	FURNISH AND INSTALL NEW STREET SIGN	2	EA	\$ 300	\$ 600.00
47	FURNISH AND INSTALL NEW PEDESTRIAN SIGN	0	EA		
48	FURNISH AND INSTALL NEW STOP SIGN	3	EA	\$ 235	\$ 705.00
49	FURNISH AND INSTALL NEW ADA SIGN	0	EA		
E. LANDSCAPING					
50	FURNISH AND INSTALL SOD (BAHIA)	2583	SF	\$ 0.35	\$ 904.05
51	FURNISH AND INSTALL SCH 80 2" PVC CONDUIT	100	LF	\$ 5	\$ 500.00
F. SPECIAL ITEMS					
52	AS-BUILT (PER CITY STANDARDS)	1	LS	\$ 1,500	\$ 1,500.00
ALTERNATE BID TOTAL					\$ 41,628.85

GRAND TOTAL	\$309,557.80
--------------------	---------------------

WRITTEN GRAND TOTAL: Three hundred Nine thousand Five hundred Fifty-Seven Dollars and Eighty Cents

Note: Number of Calendar days for substantial completion: Ninety (90) days (Max.)

City of North Miami Beach, Florida

ITB No. 2011-07

NAME OF COMPANY:

Williams Paving Co., Inc.

(Name of company submitting bid)

SIGNATURE: _____

(Sign in Ink)

Alan B. Rodriguez

(Print Name)

TITLE: Vice President

E-MAIL ADDRESS: arodriguez@williamspaving.com

ADDRESS: 11300 NW South River Drive Medley, FL 33178

TELEPHONE NO.: (305) 882-1950

FAX NO.: (305) 882-1966

By signing and submitting this bid proposal, we acknowledge having read and agreeing to all times and conditions of these specifications, including, but not limited to, agreeing to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied, or negligence of contractor supplier, his employees, agents, or assigns.

By signing and submitting this bid proposal, we certify that this company has current insurance coverage specified herein. The insurance policy number(s) and expiration date(s) are provided below, or copies of the insurance certificate(s) are enclosed. If awarded the bid, we will provide the City with proof of the required insurance and include the City as an additional insured on our general liability coverage.

Do you give prompt payment discounts?

Yes, Percentage of discount _____ % Term _____

No

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

INSURANCE POLICY NO(S): A4CG37161100, A4CA37161100, SISCCCL00014511, A4CW37161100

EXPIRATION DATE(S): 03/25/2012

INSURANCE CERTIFICATE(S) ENCLOSED:

YES NO

(Sign In Ink)

Alan B. Rodriguez

(Print Name)

WARRANTIES _____



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Budget Transfer Approval (Klausner and Kaufman, Pension Attorney)

BACKGROUND: Requesting a budget transfer in the amount of \$30,000 for legal services to be provided by Klausner and Kaufman, P.A., a professional legal Corporation (Pension Attorney).

The City hired Klausner & Kaufman in March 2010 to perform a comparative analysis of selected retirement plans and to make recommendations to the City regarding possible changes to the City's current retirement program, draft any requested changes and appear before the City Council to present their report and recommendations.

RECOMMENDATION: Approval.

FISCAL IMPACT: Fiscal impact will be \$30,000.00.

CONTACT PERSON(S): Lyndon L. Bonner, City Manager

ATTACHMENTS:

- [Project Proposal](#)
- [Klausner & Kaufman Agreement](#)
- [Invoices](#)

December 18, 2009

To: Roslyn Weisblum
Assistant City Manager

From: Robert D. Klausner

Re: Pension Reform Project

In response to your request, the following is our formal proposal on addressing the pension reform issues facing the City:

Step 1

Review and analyze the plan documents (ordinance code and collective bargaining agreements) to determine legal/constitutional constraints on plan changes, with a particular emphasis on creation of a second tier.

Step 2

Confer with the plan actuary to determine which types of plan changes yield the greatest savings. The emphasis on any proposed change must take account of the City's recruitment and retention needs as well as its economic needs. The City has an obligation to honor promises made to its current employees within the confines of the laws creating the plan.

Step 3

Meet with senior city staff to review proposed areas of change and the resulting financial impact. The impact will also be reviewed from a human resources management perspective. Establish goals and priorities for reform.

Step 4

Hold meetings with stakeholders (employees, plan trustees, union officers, unrepresented employees, city management, elected officials) to review priorities and attempt to reach a consensus on proposed changes. In advance of any meetings, written materials should be prepared to provide an informed starting point for discussion and assist in defusing the anxiety accompanying any such proposed change.

Step 5

Draft the results of any consensus agreement into appropriate ordinance form and submit for actuarial review. Consultation with the Division of Retirement will also be appropriate regarding maintaining compliance with Chapters 175 and 185, Florida Statutes to preserve city receipt of insurance premium tax rebates.

Step 6

Submit final ordinance to City for adoption. Meet with City officials prior to adoption to answer any questions or provide necessary background information needed to permit an informed legislative decision.

Step 7

Develop informational materials for employees to clearly explain any adopted plan changes and the reasons for those changes. Hold "town hall" meetings as deemed necessary.

As previously advised, we propose to perform the above project (except for the actuarial calculations) at the rate of \$300 per hour to a maximum of \$50,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of March, 2010, by and between the CITY OF NORTH MIAMI BEACH (hereinafter referred to as the "CITY") and KLAUSNER & KAUFMAN, P.A., a professional legal corporation (hereinafter referred to as the "PENSION ATTORNEY").

WITNESSETH:

WHEREAS, the CITY is desirous of retaining the services of the PENSION ATTORNEY to provide legal counsel to the CITY on matters relating to a study of comparative retirement plans for the purpose of recommending possible changes to the North Miami Beach retirement plans; and

WHEREAS, the PENSION ATTORNEY is desirous of providing these services to the CITY;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

1. The PENSION ATTORNEY shall perform a comparative analysis of selected retirement plans and make recommendations to the City regarding possible changes to the city's current retirement program; draft any requested changes and appear before the City Council to present the report and recommendations

2. In consideration of the foregoing work, the CITY agrees to compensate the PENSION ATTORNEY at the rate of Three Hundred Dollars (\$300.00) per hour for all work, not to exceed \$50,000. PENSION ATTORNEY shall submit a detailed invoice to CITY for approval of payment on a monthly basis.
3. The PENSION ATTORNEY represents that it has expertise in the area of public employee retirement systems and is competent to perform the duties required by this Agreement.
4. The parties recognize that the role of the PENSION ATTORNEY in representing the CITY is that of a fiduciary and the PENSION ATTORNEY shall act in accordance with generally accepted principles of fiduciary responsibility.
5. This Agreement shall be governed by the laws of the State of Florida and any dispute involving the enforcement or interpretation of this Agreement shall have its venue in Miami-Dade County, Florida.
6. This Agreement may be terminated with or without cause upon thirty (30) days' written notice. The terms of the Agreement shall remain in effect as is unless modified in writing. This Agreement shall supercede all other professional services agreements between the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

CITY OF NORTH MIAMI BEACH

By: _____


KELVIN L. BAKER, CITY MANAGER

KLAUSNER & KAUFMAN, P.A.


ROBERT D. KLAUSNER

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

February 28, 2010

For Legal Services Rendered Through 02/28/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
02/08/10	CONFERENCE WITH EXECUTIVE STAFF; REVIEW SCOPE OF WORK	2.00	600.00
02/09/10	REVIEW OF DOCUMENTS RE POLICE PLAN	2.00	600.00
02/18/10	REVIEW OF ORDINANCES; LABOR CONTRACT; ACTUARIAL REPORTS	2.00	600.00
02/23/10	REVIEW OF CONTRACT AND ORDINANCE MATERIALS	1.50	450.00
02/24/10	REVIEW OF S.B. 1902 AND IMPACT ON PROPOSED COURSE OF ACTION	1.50	450.00
Total for Services		<u>9.00</u>	<u>\$2,700.00</u>

CURRENT BILL TOTAL AMOUNT DUE

\$ 2,700.00

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 2700

Signed [Signature]

Closed PO

(V 652660)

RECEIVED
2009 MAR -3 PM 4:41
CITY MANAGER'S OFFICE
CITY OF NORTH MIAMI BEACH

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

March 31, 2010

For Legal Services Rendered Through 03/31/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
03/03/09	TELEPHONE CONFERENCE WITH R. WEISBLUM	0.20	60.00
03/08/10	REVIEW OF CONTRACT ISSUE RE PENSION; REVIEW EFFECT OF PENDING BILLS; TELEPHONE CONFERENCE WITH WEISBLUM	1.50	450.00
03/18/10	PREPARATION FOR AND ATTENDANCE AT MEETING; CONFERENCE WITH ACTUARY; RESEARCH RE BARGAINING ISSUE	4.00	1,200.00
03/24/10	FOLLOW UP ON PRESENTATION	1.50	450.00
Total for Services		<u>7.20</u>	<u>\$2,160.00</u>

Costs

Date	Description	Amount
03/18/10	MISCELLANEOUS GROUND TRANSPORTATION *****	585.00
Total Costs		<u>\$585.00</u>

CURRENT BILL TOTAL AMOUNT DUE

\$ 2,745.00

These goods or services have been
received, found to be satisfactory
and this invoice is approved for
payment.

PO/AC# 079912

Pay \$ 2,745.00

Signed C. We

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

April 30, 2010

For Legal Services Rendered Through 04/30/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
04/23/10	PREPARATION FOR AND ATTENDANCE AT MEETING	4.00	1,200.00
04/26/10	REVIEW OF ACTUARIAL REPORT FOR MANAGEMENT PLAN	1.00	300.00
04/29/10	CONFERENCE WITH ACTUARY; WORK ON POWERPOINT	1.00	300.00
Total for Services		<u>6.00</u>	<u>\$1,800.00</u>

CURRENT BILL TOTAL AMOUNT DUE \$ 1,800.00

(V65551a)

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 1,800

Signed R. Weisblum

Closed PO

RECEIVED
62:21 AM
C-- JAN 16 2010
OFFICE OF THE
CITY CLERK
CITY OF MIAMI BEACH
1000 BAYVIEW DRIVE
MIAMI BEACH, FL 33139

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

May 29, 2010

0513-052010

For Legal Services Rendered Through 05/29/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
05/03/10	PREPARATION FOR PRESENTATION	3.50	1,050.00
05/04/10	PREPARATION FOR MEETING	5.50	1,650.00
05/05/10	ATTENDANCE AT MEETING WITH MEMBERS	3.50	1,050.00
05/19/10	ATTENDANCE AT MEETING - CITY HALL; FOLLOW-UP CONFERENCES	3.00	900.00
05/20/10	RESEARCH RE PLAN DESIGN ISSUES FOR MANAGERIAL PLAN	2.50	750.00
Total for Services		18.00	\$5,400.00

CURRENT BILL TOTAL AMOUNT DUE \$ 5,400.00

~~0657976~~

0658104

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 5,400.00

Signed [Signature]

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

June 29, 2010
Bill # 12256

0628-062910

For Legal Services Rendered Through 06/29/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
06/28/10	CONFERENCE WITH CITY; RESEARCH RE MANAGERIAL PLAN	3.00	900.00
06/28/10	REVIEW LINN MEMO; REVIEW CASELAW; RESEARCH REGARDING SUPER-MAJORITY VOTE; CALL TO ROZ; REVIEW PLAN	5.00	1,500.00
06/29/10	REVIEW RDK MEMO; LEGAL RESEARCH RE VALIDITY OF 1.05	1.50	450.00

Total for Services 9.50 \$2,850.00

CURRENT BILL TOTAL AMOUNT DUE \$ 2,850.00

RECEIVED
2010 JUL -7 PM 4:18
CITY MANAGER'S OFFICE
CITY OF NORTH MIAMI BEACH

These goods or services have been
received, found to be satisfactory
and this invoice is approved for
payment.

PO/AC# 079912

Pay \$ 2,850.00

Signed R. Weisblum

Closed PO

0659309

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

RECEIVED
 2010 AUG - 6 AM 11:10
 CITY OF NORTH MIAMI BEACH
 CITY MANAGER'S OFFICE
 www.robertklausner.com
 Tax ID: 65-0774883

0705-071510

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

July 30, 2010
Bill # 12339

For Legal Services Rendered Through 07/30/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

UL661371

Date	Description	Hours	Amount
07/05/10	REVIEW OF ORDINANCE CHANGES; REVIEW CONTRACT ISSUES; E-MAIL TO CITY ATTORNEY	1.00	500.00
07/06/10	CONFERENCE RE ORDINANCE CHANGE	0.30	90.00
07/07/10	CONFERENCE RE ORDINANCE ISSUES; DRAFT ORDINANCE	1.00	300.00
07/08/10	DRAFTING ORDINANCE DELAYING SUPPLEMENTAL CITY CONTRIBUTIONS; REVIEW PLAN AND ORDINANCE 2007-3	1.00	300.00
07/08/10	REVIEW AND REVISE ORDINANCE	0.50	150.00
07/12/10	TELEPHONE CONFERENCE WITH ALL COUNSEL	1.00	300.00
07/13/10	REVIEW OF ISSUES FOR MEETING	1.50	450.00
07/14/10	CALL FROM CITY ATTORNEY; REVIEWED VALUATION; DRAFTED EMAIL AND ORDINANCE REVISIONS	1.00	300.00
07/14/10	CONFERENCES; REVIEW PENDING ORDINANCES; REVIEW LIABILITY ISSUES	2.50	750.00
07/15/10	ATTENDED PENSION BOARD MEETING; CONFERRED WITH CITY AND PENSION ATTORNEYS	7.00	2,100.00
07/15/10	PREPARATION FOR BOARD MEETINGS; REVIEWED FILE AND ORDINANCES; CONFERRED WITH RDK	1.00	300.00
07/15/10	CONFERENCE RE ORDINANCE ISSUES	0.50	150.00
Total for Services		18.30	\$5,490.00

Continued . . .

Client: CITY OF NORTH MIAMI BEACH
Matter: 100012 - CITY OF NORTH MIAMI BEACH - PENSION MATTER

July 30, 2010
Page 2

CURRENT BILL TOTAL AMOUNT DUE

\$ 5,490.00

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 5,490.00

Signed R. Wu

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

August 30, 2010
Bill # 12424

For Legal Services Rendered Through 08/30/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
08/02/10	CONFERENCE WITH SIEGEL; E-MAIL RE EXTRA BENEFITS	0.50	150.00
08/10/10	ATTENDANCE AT PENSION MEETING	3.00	900.00
08/23/10	TELEPHONE CONFERENCE WITH ROSLYN; REVIEW OF LINN OPINION	1.00	300.00
Total for Services		4.50	\$1,350.00

CURRENT BILL TOTAL AMOUNT DUE

\$ 1,350.00

802 - 082310

U662856

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 1,350.00

Signed R. Weisblum

Closed PO.

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

September 30, 2010
Bill # 12506

For Legal Services Rendered Through 09/30/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
08/31/10	CONFERENCE WITH ROZ; CONFERENCE WITH COUNCILMEMBER SPIEGEL; PREPARATION FOR MEETINGS	2.50	750.00
09/01/10	PREPARATION FOR AND ATTENDANCE AT MEETINGS WITH COUNCIL MEMBERS	6.50	1,950.00
09/02/10	CONFERENCES WITH MAYOR AND COUNCIL MEMBERS VIA TELEPHONE AND AT CITY HALL	4.50	1,350.00
09/03/10	DRAFTED EMAIL TO RDK REGARDING PLAN AMENDMENTS AND ACTIONS BY OTHER CITIES	0.10	30.00
09/21/10	TELEPHONE CONFERENCES; DRAFTING OF LEGAL OPINION RE VOTE	2.00	600.00
Total for Services		15.60	\$4,680.00

Date	Description	Costs	Amount
	PHOTOCOPIES thru 09/30/10		25.50
	TELECONFERENCE CHARGES thru 09/30/10		31.90
Total Costs			\$57.40

(V 604745)

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912
Pay \$ 4,737.40
Signed [Signature] 10/6/10

Continued . . .

Closed PO

Client: CITY OF NORTH MIAMI BEACH

September 30, 2010

Matter: 100012 - CITY OF NORTH MIAMI BEACH - PENSION MATTER

Page 2

CURRENT BILL TOTAL AMOUNT DUE

\$ 4,737.40

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel: (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

November 30, 2010
Bill # 12707

For Legal Services Rendered Through 11/30/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
11/02/10	CONFERENCE WITH MANAGER	0.50	150.00
11/21/10	PREPARATION FOR MEETING	1.00	300.00
11/22/10	PREPARATION FOR AND ATTENDANCE AT MEETING	2.50	750.00
Total for Services		4.00	\$1,200.00

CURRENT BILL TOTAL AMOUNT DUE \$ 1,200.00

(V669022)

RECEIVED
2010 DEC -7 PM 3:29
CITY MANAGER'S OFFICE
CITY OF NORTH MIAMI BEACH

These goods or services have been received and found to be satisfactory

Invoice # 079912
Pay \$ 1,200.00
Signed R. Weisblum
Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

December 28, 2010
Bill # 12734

For Legal Services Rendered Through 12/28/10

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
12/26/10	PREPARATION FOR MEETING	1.50	450.00
12/27/10	PREPARATION FOR AND ATTENDANCE AT MEETING; FOLLOW UP REVIEW OF ACTUARIAL REPORTS	3.50	1,050.00
12/28/10	REVIEW OF ACTUARIAL REPORTS; PREPARATION FOR COUNCIL WORKSHOP	2.80	840.00
Total for Services		7.80	\$2,340.00

CURRENT BILL TOTAL AMOUNT DUE	\$ 2,340.00
Past Due Balance	1,200.00
AMOUNT DUE	\$3,540.00

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 079912

Pay \$ 2,340.00

Signed Roslyn Weisblum

Closed PO

19-1

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

January 31, 2011
Bill # 12808

For Legal Services Rendered Through 01/31/11

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
12/29/10	PREPARATION FOR COUNCIL WORKSHOP	1.50	450.00
01/01/11	UPDATE DB/DC MEMO	1.50	450.00
01/03/11	REVIEW ACTUARIAL REPORTS; CONFERENCE WITH SEGAL CO; REVISE MEMO; PREPARATION FOR WORKSHOP	3.50	1,050.00
01/04/11	TELEPHONE CONFERENCE WITH CITY; REVISE MEMO; PREPARATION FOR WORKSHOP; CONFERENCE AND EMAILS WITH ACTUARY	3.50	1,050.00
01/06/11	PREPARATION FOR MEETING; CONFERENCE WITH ACTUARY; CONFERENCE WITH CITY ATTORNEY AND CITY MANAGER; ATTENDANCE AT WORKSHOP	6.50	1,950.00
01/07/11	FOLLOW UP ON DRAFT OF NEW MANAGERIAL PLAN	1.50	450.00
01/13/11	TELEPHONE CONFERENCE WITH CITY ATTORNEY AND CITY MANAGER	0.50	150.00
01/27/11	DRAFT ORDINANCE; TELEPHONE CONFERENCE RE SAME; REVISIONS TO SAME	2.50	750.00
01/31/11	REVIEW COST ISSUES RE ORDINANCE	1.00	300.00
Total for Services		22.00	\$6,600.00

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

CURRENT BILL TOTAL AMOUNT DUE \$ 6,600.00

PO/AC# 082402

Pay \$ 6,600

Signed Roslyn Weisblum

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

February 28, 2011
Bill # 12876

For Legal Services Rendered Through 02/28/11

(V 672963)

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
02/01/11	ATTEND CITY COUNCIL MEETING	1.50	450.00
02/02/11	RESEARCH RE FORFEITURE ISSUES	1.00	300.00
Total for Services		2.50	\$750.00

Costs

Date	Description	Amount
02/09/11	MISCELLANEOUS ACTUARIAL AND CONSULTING SERVICES - THE SEGAL COMPANY	3,125.00
Total Costs		\$3,125.00

CURRENT BILL TOTAL AMOUNT DUE \$ **3,375.00**

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 082402

Pay \$ 3875.00

Signed Roslyn Weisblum

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

March 30, 2011
Bill # 12950

For Legal Services Rendered Through 03/30/11.

CLIENT: CITY OF NORTH MIAMI BEACH
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER

(V674471)
: CNMB
: 100012

Professional Fees

Date	Description	Hours	Amount
03/15/11	PREPARATION FOR WORKSHOP	1.00	300.00
03/18/11	PREPARATION FOR WORKSHOP; REVIEW ORDINANCES	1.50	450.00
03/23/11	REVIEW ORDINANCES REGARDING TAX CHANGES AND 2009-97 AMENDMENTS; DRAFTED LETTER TO CITY ATTORNEY; DRAFTED EMAIL TO SHOEMAKER; RECEIPT AND REVIEW EMAIL FROM SHOEMAKER; DRAFTED EMAIL TO CITY ATTORNEY	2.00	600.00
03/25/11	CONFERENCE WITH SEGAL; PREPARATION FOR WORKSHOP	2.00	600.00
03/28/11	PREPARATION FOR WORKSHOP; MEETING WITH CITY; REVIEW SLIDES; SUGGEST REVISIONS	4.00	1,200.00
03/29/11	CONFERENCE WITH SEGAL; REVISIONS TO POWER POINT; REVIEW BENEFIT CHART FROM CITY; PREPARATION FOR WORKSHOP; ATTEND WORKSHOP	5.50	1,650.00
03/30/11	REVIEW PLAN AND ADOPTION AGREEMENT REGARDING SPIKING, SALARY AND FINAL MONTHLY COMPENSATION; DRAFTED MEMO	2.00	600.00
03/30/11	FOLLOW UP WITH SEGAL; EMAIL TO CITY; DRAFT SECOND TIER PLANS; REVIEW OF BENEFIT SPIKING ISSUE	3.50	1,050.00
Total for Services		21.50	\$6,450.00

Continued . . .

Client: CITY OF NORTH MIAMI BEACH
Matter: 100012 - CITY OF NORTH MIAMI BEACH - PENSION MATTER

March 30, 2011
Page 2

CURRENT BILL TOTAL AMOUNT DUE

\$ 6,450.00

These goods or services have been
received, found to be satisfactory
and this invoice is approved for
payment.

PO/AC# 082403

Pay \$ 6,450.00

Signed [Signature]

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

April 27, 2011
Bill # 13021

For Legal Services Rendered Through 04/27/11

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
03/31/11	DRAFTED EMAIL TO RDK; REVIEWED PLAN REGARDING DEFINITION OF FINAL MONTHLY COMPENSATION	0.50	150.00
04/01/11	PLAN DESIGN DRAFTING	2.50	750.00
Total for Services		3.00	\$900.00

CURRENT BILL TOTAL AMOUNT DUE \$ 900.00

1676131

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.

PO/AC# 082402

Pay \$ 900

Signed R. Weisblum

Closed PO

Klausner & Kaufman

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
10059 Northwest 1st Court
Plantation, Florida 33324

Tel. (954) 916-1202
Fax (954) 916-1232

www.robertdklausner.com
Tax I.D.: 65-0774883

CITY OF NORTH MIAMI BEACH
Attn: ROSLYN WEISBLUM, ASST. CITY MGR.
17011 N. E. 19TH AVENUE
N. MIAMI BEACH, FL 33162

May 31, 2011
Bill # 13093

For Legal Services Rendered Through 05/31/11

CLIENT: CITY OF NORTH MIAMI BEACH : CNMB
MATTER: CITY OF NORTH MIAMI BEACH - PENSION MATTER : 100012

Professional Fees

Date	Description	Hours	Amount
05/11/11	PREPARATION FOR CONFERENCE CALL WITH PENSION COMMITTEE; REVIEW ACTUARIAL ISSUES	3.50	1,050.00
05/12/11	TELEPHONE CONFERENCE WITH PENSION COMMITTEE; FOLLOW UP WITH ACTUARY	2.00	600.00
05/12/11	REVIEW CIVIL SERVICE RULES	1.00	300.00
05/16/11	REVIEW STATS RE EARLY RETIREMENT	1.50	450.00
05/27/11	WORK ON COST ANALYSIS	1.00	300.00
05/31/11	EMAIL WITH ACTUARY	0.30	90.00
Total for Services		9.30	\$2,790.00

Costs

Date	Description	Amount
04/29/11	MISCELLANEOUS ACTUARIAL SERVICES RE CITY COUNCIL PRESENTATION - SEGAL CO.	5,865.00
Total Costs		\$5,865.00

CURRENT BILL TOTAL AMOUNT DUE **\$ 8,655.00**

These goods or services have been received, found to be satisfactory and this invoice is approved for payment.



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

MEMORANDUM

 **Print**

TO: Mayor & City Council
FROM: Darcee S. Siegel, City Attorney
DATE: Tuesday, July 5, 2011

RE: Litigation List

BACKGROUND: As of July 5, 2011
RECOMMENDATION: N/A
FISCAL IMPACT: N/A
CONTACT PERSON(S): Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: July 5, 2011

LITIGATION LIST

I. Civil Rights: (3)

Joseph, Johnny v. CNMB and City of Aventura
Civil Rights Violation/False Arrest

Madura, Maryla v. CNMB, Antonio Marciante and Tony Sanchez, individually
Civil Rights Violation/False Arrest **PARTIAL SUMMARY JUDGMENT/
PARTIAL DISMISSAL/JURY VERDICT/
POST TRIAL MOTIONS PENDING**

Ruggerio v. CNMB
Civil Rights Violation/False Arrest

II. Personal Injury: (9)

Adams, Loretta v. CNMB **SETTLED**
Slip & Fall/Personal Injury

Garcia, Ramona v. CNMB
Personal Injury

Jones, Zettie & Earnest v. CNMB, et al
Slip & Fall/Personal Injury

* King, Ernst v. CNMB
Negligence/Excessive Force

Rathjens, Margaret v. CNMB
Slip & Fall/Personal Injury

Robinson, Waverly v. CNMB **SETTLED**
Slip & Fall/Personal Injury

Ruiz, Adriel v. CNMB
Personal Injury

Taustein v. CNMB
Personal Injury

Thomas v. CNMB
Personal Injury

III. Other Litigation: (16)

American Pinnacle v. Susan Owens
Writ of Mandamus/Public Records

CACV of Colorado v. Lubin and CNMB
Writ of Garnishment

Citifinancial Services, Inc. v. Gordo and CNMB
Writ of Garnishment

Eastern Financial Florida Credit Union v. Flores and CNMB
Writ of Garnishment

Grouper Partners, Inc. v. Miami-Dade County and CNMB
Water/Sewer Fees

Leme v. CNMB and American Traffic Solutions, LLC
Ordinance No. 2007-13 "Dangerous Intersection Safety Act"
Class Action for Civil Damages

Richard/Green v. CNMB
Property Damage

* NCO Portfolio Management, Inc. v. Rojas and CNMB
Writ of Garnishment

Seay Towing v. CNMB
State Case-Emergency Motion for Temporary Injunction

Seay Towing v CNMB
Federal Case-1983 Civil Rights Violation and Injunctive Relief

Shannon, Brian Palmer v. Lauren Walsh, CNMB and Cora Mann
Negligence/Negligent Hiring and Supervision **CLOSED**

State of Florida Department of Transportation v. McDonald's Restaurants
Eminent Domain

State of Florida Department of Transportation v. Michael A. Raulf, et al.
Eminent Domain

Thomas v. CNMB
Writ of Garnishment

Tropical Chevrolet v. CNMB, et al. **SETTLED**
High Speed Chase/Property Damage

Weinberg, Bill v. CNMB
Water Fees

IV. Forfeitures: (14)

CNMB v. Almendral/Rodriguez/Garcia
Forfeiture **DEFAULT ENTERED**

CNMB v. Bryant/Giraldo/Reed/Reed
Forfeiture

CNMB v. Camejo/Chao
Forfeiture

CNMB v. Castillo
Forfeiture

CNMB v. Cesar/Pearson
Forfeiture

CNMB v. Desir
Forfeiture

CNMB v. Fernandez/Mendoza
Forfeiture **DEFAULT ENTERED**

CNMB v. Goodman
Forfeiture

CNMB v. Guerby
Forfeiture

CNMB v. Hurtado
Forfeiture

APPEAL - CITY PREVAILED

CNMB v. Prophete
Forfeiture

CNMB v. Rodriguez Norat
Forfeiture

CNMB v. Zelka/Ramaj/Ospina
Forfeiture

\$770,100.00 in US Currency
Forfeiture

V. Mortgage Foreclosures: (177)

Aegis Mortgage Corp v. CNMB (Galina Pikh, et al.)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Garcia, et al.)
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 (Martinez, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Perez, et al.)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Rodriguez, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Rodriguez, M., et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Alberto, et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Bonet, et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Berger, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Hernandez, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Jacobi et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Martinez, G. et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Morales, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Nakash, et al)
Mortgage Foreclosure

BAC Home Loans. CNMB (Piedrahita, L. et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Prado, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Sigler)
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 (Torres, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Zephir, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Alvarez, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Coffey, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Dempster, 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 (Hernandez, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Miller, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Pasmanter, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Peck, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Burkhead, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Conley/Williams)
Mortgage Foreclosure

Bank of New York v. CNMB (Fiallo, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Jean, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Lauriston et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Le)
Mortgage Foreclosure

Bank of New York v. CNMB (Mellian, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Valdes et al)
Mortgage Foreclosure

Baron, Marylin S., et al v. CNMB (Campbell, et al)
Mortgage Foreclosure

Beachwalk Properties, LLC v. CNMB (Oceanic Development, et al)
Mortgage Foreclosure

Bayview Loan v. CNMB (Thomas)
Mortgage Foreclosure

Beal Bank v. CNMB (Ramos, et al.)
Mortgage Foreclosure

Biberman v. CNMB (Philadelphia Church of God)
Mortgage Foreclosure

California Bank & Trust v. CNMB (Alan Loren Holdings, et al.)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Bolufer, et al)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Cohen, et al)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (De La Morena, et al)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Marc, et al)
Mortgage Foreclosure

Chase Home Finance, LLC v. CNMB (Panunzio, et al)
Mortgage Foreclosure

Chase Home Finance, LLC. V. CNMB (Rene et al)
Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Santiago et al)
Mortgage Foreclosure

Citibank, N.A. v. CNMB (Anglade, et al)
Mortgage Foreclosure

Citibank, N.A. v. CNMB (Austin, et al)
Mortgage Foreclosure

Citimortgage v. CNMB (Guzman, et al.)
Mortgage Foreclosure

Citifinancial Equity Services, Inc. v. CNMB (Morales)
Mortgage Foreclosure

Citimortgage v. CNMB(Anchava)
Mortgage Foreclosure

Citimortgage v. CNMB (Bilgoray)
Mortgage Foreclosure

Citimortgage v. CNMB (Garcia)
Mortgage Foreclosure

Citimortgage v. CNMB (La Fond, et al.)
Mortgage Foreclosure

Citimortgage v. CNMB (Pena et al)
Mortgage Foreclosure

Citimortgage v. CNMB (Rivaroli, et al)
Mortgage Foreclosure

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)

Mortgage Foreclosure

Countrywide Home Loans, Inc. v. CNMB (Joseph, et al.)

Mortgage Foreclosure

Countrywide Home Loans v. CNMB (Schmidt, et al)

Mortgage Foreclosure

Credit Based Asset Servicing v. CNMB (Rojas)

Mortgage Foreclosure

Credit Based Asset Servicing v. CNMB (Rojas, et al)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Castaneda)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Daniels)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Evans, et al)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Jonace, et al.)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Lindor, et al.)

Mortgage Foreclosure

Deutsche Bank Trust v. CNMB (Marks-Williams)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Martinez, et al.)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (McCullough)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Nascimento)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Perez/Llarena)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Phillips)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Rodriguez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Sanchez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Suhag, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Voltaire, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Watkins, et al)
Mortgage Foreclosure

DYC, LLC v. CNMB (Macala, LLC, et al)
Mortgage Foreclosure

Eastern Shores White House Association v. CNMB (Donoso)
Mortgage Foreclosure

Eastern Shores White House Association v. CNMB (Grimany)
Mortgage Foreclosure

Emmer, Bradford, Trustee v. CNMB (Weston, et al.)
Mortgage Foreclosure

* Fanny Mae v. CNMB (Van Wyk, et al.)
Mortgage Foreclosure

Flagstar Bank v. CNMB (Celiny, et al.)
Mortgage Foreclosure

Flagstar Bank v. CNMB (Pena)
Mortgage Foreclosure

Fiserv ISS & Co., vs. CNMB (Estime)
Mortgage Foreclosure

Global Trust v. CNMB (Roth)
Mortgage Foreclosure

GMAC Mortgage v. CNMB (Calix)
Mortgage Foreclosure

Golden Beach (Town of) v. CNMB (Goodman, et al)
Mortgage Foreclosure

Green Tree Servicing, LLC v. CNMB (Jesurum, et al)
Mortgage Foreclosure

HSBC Bank v. CNMB (Bull)
Mortgage Foreclosure

HSBC Bank v. CNMB (Miller, et al.)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Mora)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Seepersad)
Mortgage Foreclosure

HSBC Bank v. CNMB (Vidal, et al)
Mortgage Foreclosure

HSBC Bank v. CNMB (Ward, et al)
Mortgage Foreclosure

Indymac Federal Bank v. CNMB (Hamami, et al)
Mortgage Foreclosure

Indymac Federal Bank v. CNMB (Hernandez, et al)
Mortgage Foreclosure

JP Morgan v. CNMB (Caceres, et al)
Mortgage Foreclosure

JP Morgan v. CNMB (Carlos)
Mortgage Foreclosure

JP Morgan v. CNMB (Garcia, Ramon et al)
Mortgage Foreclosure

JP Morgan v. CNMB (Garcia)
Mortgage Foreclosure

JP Morgan v. CNMB (Lopez, et al)
Mortgage Foreclosure

JP Morgan v. CNMB (Monsalve, et al.)
Mortgage Foreclosure

JP Morgan v. CNMB (Perez, et al)
Mortgage Foreclosure

Juelle, Perla v. CNMB (Rodriguez, et al.)
Mortgage Foreclosure

Lago Mar Ventures v. CNMB (Oliver)
Mortgage Foreclosure

Metro Bank v. CNMB (Macala, LLC)
Mortgage Foreclosure

Miami-Dade County v. CNMB (Morrobel)
Mortgage Foreclosure

Mortgage Investment Group v. CNMB (Deliford, et al)
Mortgage Foreclosure

Nationstar Mortgage, LLC v. CNMB (Gonzalez et al)
Mortgage Foreclosure

OneWest Bank v. CNMB (Gutierrez)
Mortgage Foreclosure

OneWest Bank v. CNMB (Lopez)
Mortgage Foreclosure

OneWest Bank v. CNMB (McCullough)
Mortgage Foreclosure

OneWest Bank v. CNMB (Rodriguez, et al)
Mortgage Foreclosure

OneWest Bank v. CNMB (Rodriguez, A. et al)
Mortgage Foreclosure

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

PHH Mortgage v. CNMB (Martinez, et al)
Mortgage Foreclosure

PNC Mortgage v. CNMB (Ordonez/Child, et al.)
Mortgage Foreclosure

RMS Residential v. CNMB (Heredia)
Mortgage Foreclosure

Sun American Bank v. CNMB (Lehman Family Holdings, et al.)
Mortgage Foreclosure

SunTrust Mortgage v. CNMB (Garcia, et al.)
Mortgage Foreclosure

SunTrust Mortgage v. CNMB (Solomon, et al.)
Mortgage Foreclosure

Terrabank, N.A. v. CNMB (1985 NE 168th Street LLC, et al.)
Mortgage Foreclosure

Three Seasons Association v. CNMB (Cleary, et al.)
Mortgage Foreclosure

Transatlantic Bank v. CNMB (and/or Expressway Corp., et al.)
Mortgage Foreclosure

Transouth Mortgage Corp v. CNMB (Mozell)
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 NA v. CNMB (Jean-Louis)
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 (Mendez)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Miller, et al)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Otero)
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 (Rosenberg)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Serrano, 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

Vericrest Financial, Inc. v. CNMB (Palmer/ Webb Estate)
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

Wells Fargo Bank N.A. v. CNMB (Amador)
Mortgage Foreclosure

Wells Fargo Bank N.A. v. CNMB (Clozeille)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Campos)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Fil-Aimee)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Frye)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Garcia)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Gonzalez)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Hernandez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Lopez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mendez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Parish, et al.)
Mortgage Foreclosure

Wells Fargo v. CNMB (Roberts)
Mortgage Foreclosure

Wells Fargo v. CNMB (Robinson, et al.)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (16700-01, LLC)
Mortgage Foreclosure

Woodside Apartments Assoc. v. CNMB (Mizrahi)
Mortgage Foreclosure

VI. Bankruptcies:

Adams, Evrol C.	
Adeleke, Mary M.	
American LaFrance LLC	
American Home Mortgage Holdings	
Azadi, Dora	DISCHARGED
Barros, Carlos D (Fogovivo North Miami)	
Blockbuster	
* Cadet, Jean Lesly	
Carcamo, Ana Maritza	
* Carl's Furniture, Inc.	
Cimax USA, LLC	
Curbelo, Federico	
Diversified Displays/Michael Phelan	CLOSED
Divine Square LW, LLC	DISMISSED
Doret, Guy	
Doret, Guy	
Filene's Basement, Inc.	
Fils-Aime, Marie	
Florida Select Insurance	CLOSED
Innovida Group	
Jennifer Convertibles	
Kaplun, Raul E.	
Kazi Foods of Florida, Inc.	
Kidd, Keisha	
Kim, Myung Ja	

K&S Foods LLC	
Lauriston, Charles	
Martins, Debra	
My Tattoo Shop, Inc.	DISMISSED
Nailite International	
Nieves, Richana	
Pettaway, Cristal	
Phelan, Michael	
Porter, Michael and Shanda	CLOSED
(The) New Kosher World Bakery	
* Ravazzani, Robert	
Rife, Joseph Alan	
Rodriguez, Carlos	
* Rodriguez, Jorge A.	
Russel Harold	
SMG Entertainment	
South Pointe Family and Children Center	
* Stanimirovic, Dragoljub	
Sunny Isles Unicenter	DISMISSED
Tweeter Intellectual Property (Sound Advice)	
Vartec Telecom, Inc.	
Verestar, Inc.	
Veliz, Orestes & Sury	DISCHARGED
Villaverde, Olga	DISMISSED
Vitro America	
WCI Communities, Inc.	
Williams, Joseph Malcolm	DISMISSED

***New Cases**



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Rouge, Inc. d/b/a C - Lounge

BACKGROUND: On March 10, 2011, Rouge Inc. d/b/a C-Lounge applied for a Business Tax Receipt (BTR) for a 4 AM to 6 AM Extension of Hours for a Bar & Lounge.

Per the City's Code of Ordinances, this initial application for the six month approval is to be made by the City Council.

RECOMMENDATION: Approval.

FISCAL IMPACT: None.

CONTACT PERSON(S): Shari Kamali, Director of Public Services
Chris Heid, City Planner

ATTACHMENTS:

[Business Tax Receipt Application & Police Background Check](#)

City of North Miami Beach Police Department

Inter-Office Memorandum 11-155

To: Shari Kamali
Public Services Director

Date: 6/6/11

From: Rafael P. Hernandez Jr.
Chief of Police

Subject: Rouge Inc.
d/b/a C-Lounge

Per your Memorandum dated 06/6/2011, requesting an investigation into the listed business of Rouge Inc. d/b/a C-Lounge, 3945 NE 163 St. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that Rouge Inc. Is an "Active" Corporation (P07000104664). The registered agents are: **Aleksandr Podolnyy and Mark Dorfman.**

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, a call for service history was conducted for the time frame of, 04/15/2011 through 06/06/2011. That is the time frame that the establishment has been open for business. There were three (3) calls for service:

- 1) 04/17/2011 @ 0435 hrs disturbance/arrest
- 2) 04/30/2011 @ 2328 hrs disturbance/loud music
- 3) 05/20/2011 @ 2335 hrs disturbance/loud music

At this time there was no evidence found that would prevent the listed business from extending its hours.



Business Tax Receipt Application

Form 513

Please make sure to fill out the application completely and legibly, and that you submit all required documentation to prevent any delays or denial of your application. If a question does not apply, please write N/A for that item. Payment of fees due upon application does not constitute approval. If you open your business prior to receiving your Business Tax Receipt, the City may charge additional penalty fees, place a lien on this property, or shutdown your business.

RECEIVED
11 MAR 09 PM 5:04
COMMUNITY DEVELOPMENT DIVISION
CITY OF NORTH MIAMI BEACH

New Business

PENDING APPROVAL

Transfer of Location From: _____

Transfer of Ownership From: _____

Date Applied: 3/10/11	Date Opening: 4/15/11	Hours & Days of Operation: 4AM - 6AM
Trade/DBA Name: C-LOUNGE	Corporate Name: Rouge inc	
Business Address: 3945 NE 163st NMB 33160	Mailing Address: same	
Business Phone: 305-354-9300	Alternate Phone: cell 848-467-6717 MARK DORFMAN	
Business Fax: N/A	Plaza/Building Name: intrawastal mall	
E-mail: RougeMiami@gmail.com	Website: CLOUNGEMiami.com	
Name, Title and Home Address of All Persons Associated With the Business: (If additional space is needed, please attach.)		
1. Alex Podolnyx President		
2. 72 Money lane, Staten Island, NY 10307		
3. MARK DORFMAN, VP 16275 Collins ave #1703, Sunny Isles 33160		
4. _____		

Complete Information Below, if applicable:

Fictitious Name Registration (Please submit a copy of your registration with the application.) **OR** check the appropriate box below: This certifies that the above-named business is exempt from registering for a fictitious name for the following reason: (check one)

- It is a registered legal entity with the State of Florida.
- I am licensed by the Department of Business & Professional Regulation or the Department of Health.
- It is operated under the legal name(s) of the owner(s).

Federal Tax Id #: 223 968 632 Incorporation Reg #: P07000104664
State Certificate #: _____ (Please submit a copy with the application.) Square Footage of Space: 2100

- Is this business location on septic service? Yes No
- Previous Business Use of Property: existing 600 lounge Previous Business's Name: CLOUNGE
- Is this a minority-owned business? (optional) Yes No
- Are you interested in receiving information from the City regarding economic development opportunities, programs or grants? Yes No

Property Owner/Landlord Name: (if different from business owner) Gina	Trade/DBA Name: Woolbright Development
Mailing Address:	Business Phone: 954-579-0851

3/11/11

DETERMINATION OF BUSINESS TAX FEES

Nature of Business: Please provide a detailed description of what products will be sold and what services will be rendered.

Request for extension of hours - 4:00 AM 6:00 AM

1. Are you sharing space with another business? Yes No - If YES, Business Name: _____
(Please submit a letter from this Business verifying same.)
2. Will you be serving alcohol on the premises? Yes No - If YES, do you have a 2COP 4COPSRX 4COP
3. Are you requesting an extension of hours? Yes No - If YES, select: 2:00 am - 4:00 am 4:00 am - 6:00 am
4. Is this business going to have retail or wholesale? Yes No - If YES, provide the Cost of Inventory: \$ _____
5. Is this a home-based business? Yes No - If YES, indicate your vehicle: Make: _____ Model: _____ Year: _____
6. Are you designated by the IRS as a 501(c)3? Yes No - If YES, please submit documentation of status.
7. Are you claiming any exemptions per F.S. Chapter 205? Yes No - If YES, please submit documentation of status.

I, MARK DORFMAN, as authorized agent for the above-referenced business do hereby certify that:

1. I have read, understand and will comply with all applicable ordinances of the City of North Miami Beach as it may relate directly to the nature of this business.
2. I will not open a business prior to paying for and receiving my City Business Tax Receipt and my Miami-Dade County Business Tax Receipt (if applicable).
3. I understand that any false or misleading information or failure to comply with the Code of Ordinances of the City of North Miami Beach at anytime could result in the shutdown of my business, a lien being placed on the property, revocation of my City Business Tax Receipt, and additional fines, penalties, and cost collection fees.
4. I acknowledge that my Business Tax Receipt expires on September 30th of each year and that I am responsible for annually submitting all required documents and applicable fees prior to that date or I will be responsible for ALL additional fines, penalties, and cost collection fees provided for by the Code of the City of North Miami Beach and ALL applicable Florida Statutes.
5. I will immediately notify the City, in writing, if this business has any change(s) of ownership, location, contact information, nature of business and/or when this business ceases operations.

M. Dorfman
 Signature of Authorized Agent
M. DORFMAN
 Print Name

Date: 3/10/11
 Title: VP

4:00-6:00 AM EXT OF HOURS

Fees & Payment Information (For City Clerk's Office Use Only)					
Class Code: <i>1050.00</i>	Application Fee	<i>35.00</i>	Total Due:	<i>560.00</i>	
Class Code: <i>4175</i>	Certificate of Zoning Use Fee		PALD	Account#: <i>792913</i>	
Class Code:	Building Inspection Fee			Payment Type: <i>Check</i>	
Class Code:	Penalties/Late Fees			CRA: _____ Zone: _____	
Class Code:	Transfer Fee		Received By: <i>jc</i>	Date: <i>3/10/11</i>	

Administrative Approvals (For Review Departments Use Only)			
Department	Approved/Denied	Date	Conditions



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Resolution No. R2011-37

BACKGROUND: On June 10, 2011, the City of North Miami Beach (City) closed on a Series 2011 Promissory Note (Bond) Issue in the amount of \$14,835,000 with JP Morgan Chase. This bond issue replaces the Series 2000B municipal tax-exempt bond issue, which was issued to the City by the Florida League of Cities in the amount of \$17,305,000 with a useful life of 30 years. The debt service payments of each bond issue call for both principal and interest payments to be made on November 1 and interest only payments to be made on May 1; therefore, the November 1 payment of \$750,583.13 will be due.

Due to **an irrevocable** stipulation of the new Series 2011 Bond, the City is responsible for and has levied a debt service millage to pay the \$750,583.13 payment due on November 1, 2011. The redemption notice provisions require a minimum of 30 or a maximum of 60 days notification to the bondholders of the Florida Municipal Loan Council Series 2000B Bonds. Due to these advance notification requirements, it is necessary to close this bond issue by September 1, 2011 **and pay the Series 2000B bondholders two months early**; therefore, the City will be responsible for making this \$750,583.13 payment on September 1, 2011 and will be reimbursed from ad valorem taxes collected after November 1, 2011.

The Series 2011 bond issue was not considered or provided for in the 2010-2011 Budget; therefore, the \$750,583.13 payment will require a budget amendment transferring the monies from the General Fund Unrestricted Fund Balance **to the Bond Debt Service Fund** to provide for payment of the September 1, 2011

Bond Debt Service payment.

RECOMMENDATION: Approval.

FISCAL IMPACT: For the current Fiscal Year (2011), there will be a reduction in the General Fund Unrestricted Fund Balance of \$750,583.13. As this is a timing issue, this amount will be immediately returned to the General Fund Unrestricted Fund Balance in the next Fiscal Year (2012).

CONTACT PERSON(S): Marcia Fennell, Interim Finance Director

ATTACHMENTS:

☐ [Resolution No. R2011-37](#)

RESOLUTION NO. R2011-37

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$750,583.00 TO THE DEBT SERVICE FUND FROM THE GENERAL FUND UNRESTRICTED FUND BALANCE, ACCOUNT 010-2710102, IN ORDER TO CLOSE AND TO MEET ALL OF THE CITY'S OBLIGATIONS UNDER THE NEW SERIES 2011 BOND.

WHEREAS, the City Council of the City of North Miami Beach approved and adopted the annual budget of the City of North Miami Beach for the fiscal year 2010-2011 by Ordinance No. 2010-25 ("Budget Ordinance"); and

WHEREAS, the Mayor and City Council approved Ordinance No. 2011-6 ("Refinancing of Acquisition and Construction of Various Capital Improvements") authorizing the issuance of new Series 2011 Bond to accomplish such issuance and to pay off the City's obligations under the 2000B bonds approved by the Mayor and Council on July 18, 2000 under Resolution No. 2000-30; and

WHEREAS, pursuant to Resolution No. 2011-27 the City was able to achieve a lock in rate that is favorable and at a cost savings to the City for the issuance of the new Series 2011 Bond; and

WHEREAS, based on that favorable, cost savings rate, the new Series 2011 Bond must close by September 1, 2011; and

WHEREAS, while that debt is normally paid on November 1, 2011, in order to pre-pay the 2000B bond on September 1, 2011, the payment was not contemplated in the 2011 budget ordinance and thus, must be accelerated to accomplish that obligation; and

RESOLUTION R2011-37

WHEREAS, the current balance in the Debt Service Fund for the remainder of the fiscal year based on the current budget is insufficient to pay the amounts required for the City's contributions to the Series 2011 Bond Issue; and

WHEREAS, to meet all of the City's obligations under the New Series 2011 Bond, the payment is a necessary circumstance that requires the transfer of funds from one fund, account or department to another and the resulting amendment or modification of the City's annual adopted budget.

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 City of North Miami Beach is authorized to transfer funds in the amount of Seven Hundred and Fifty Thousand Five Hundred and Eighty-Three Dollars (\$750,583.00) from the General Fund Unrestricted Fund Balance to the Debt Service Fund, in order to close and meet all of the City's obligations under the new Series 2011 Bond.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of July, 2011.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council

RESOLUTION R2011-37



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Ordinance 2011-7 (First Reading, by Title Only)

BACKGROUND: Recent changes to federal laws and regulations require that various amendments be made to the Plan in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code.

RECOMMENDATION: That the Mayor and City Council approve the Ordinance to be in compliance with Section 401(a) of the Internal Revenue Code.

FISCAL IMPACT: None.

CONTACT PERSON(S): Lyndon L. Bonner, City Manager
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- ▣ [General Employees Retirement Plan Actuarial Impact Statement](#)
- ▣ [Ordinance 2011-7](#)

November 9, 2010

Mr. Martin Lebowitz
Plan Administrator
City of North Miami Beach
17011 NE 19th Avenue – Room 311
North Miami Beach, Florida 33162-3100

Re: Actuarial Impact Statement

Dear Marty:

As requested, we have performed an actuarial review of the proposed Ordinance (copy attached) for the Retirement Plan for General Employees of the City of North Miami Beach.

Based upon our review, the proposed Ordinance:

1. Updates definition of compensation for purposes of IRC 415 and 401(a)(17).
2. Deletes expired temporary restrictions on the 25 highest paid employees.
3. Provides maximum benefit limits under IRC Section 415 previously incorporated by reference.
4. Provides minimum required distributions under IRC 401(a)(9).
5. Updates eligible rollover distribution options.
6. Provides for conforming paragraph renumbering.
7. Repeals all Ordinances in conflict herewith.
8. Provides for severability.
9. Provides for codification.
10. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2009 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State funding requirements.

We are available to respond to any questions concerning the above.

Sincerest regards,



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

Enclosure

cc: Ken Harrison, Esq.

ORDINANCE NO. 2011-7

AN ORDINANCE AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING ARTICLE II, DEFINITIONS, ARTICLE VI, RETIREMENT BENEFITS; 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, recent changes to federal laws and regulations require that various amendments be made to the Plan in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, the City Council has received an actuarial impact statement from the Plan's actuary relating to the amendments set forth herein.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article II, Definitions, of the Retirement Plan for General Employees of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

Basic Compensation means base pay to be interpreted as the compensation actually paid to a participant by the City, exclusive of commissions, bonuses, overtime pay, expense allowances and all other extraordinary compensation. For the purposes of applying the limitations

ORDINANCE NO. 2011-7

under Sections 415 and 401(a)(17) of the Internal Revenue Code, Basic Compensation shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Subsection 6.08(a) hereof, Basic Compensation shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code.

Section 3. The heading of Section 6.05, Limitations of Benefits, shall be amended to read LIMITATION OF BENEFITS UNDER STATE LAW as follows:

S.6.05 LIMITATIONS OF BENEFITS UNDER STATE LAW.

Section 4. Section 6.08, Temporary Limitations on Benefits Required by the Internal Revenue Service, of the Retirement Plan for General Employees of the City of North Miami Beach is hereby deleted in its entirety and amended to read as follows:

~~S.6.08 TEMPORARY LIMITATIONS ON BENEFITS REQUIRED BY THE INTERNAL REVENUE SERVICE~~ COMPLIANCE WITH INTERNAL REVENUE CODE.

~~The term "employee" as used in this Section 6.08 shall include all employees who are participants in the Plan on the applicable effective date as hereinafter described and all employees who may later become participants in the Plan.~~

~~Notwithstanding any provision of any other section of the Plan to the contrary, the retirement income or retirement benefit in any form attributable to the City's contributions for any participant within the applicable group of the 25 highest-paid employees, as hereinafter described, shall not exceed an amount which is equal in value to (or which is actuarially equivalent to) the amount specified below with respect to the period for which the limitations described herein shall be applicable.~~

~~(A) With respect to any employee who is in the group of the 25 highest-paid employees of the City, determined as of July 1, 1957, who is a~~

~~participant under the plan and whose monthly retirement income under the plan will exceed \$125, and who is not in the group of the 25 highest-paid employees determined as of October 1, 1965 (to whom the provisions of Section 6.08(B) below shall be applicable), the benefits in any form attributable to City contributions, which any participant to whom this Section 6.08(A) is applicable may receive prior to July 1, 1967, shall not exceed an amount which is equal in value (or which is actuarially equivalent to) the larger of the following amounts:~~

~~(1) — \$20,000 and~~

~~(2) An amount computed by multiplying the number of years elapsed since July 1, 1957, for which the full current costs have been met, by the smaller of the following amounts:~~

~~(a) — \$10,000; and~~

~~(b) — An amount equal to 20% of the participant's average regular annual compensation received from the City for the five years immediately preceding the date of such determination, or for a participant whose service has terminated, who has retired prior to his normal retirement date or who has attained his normal retirement age whether or not he has retired under the plan, the date of termination of service, the date of retirement or the normal retirement date, respectively.~~

~~Provided, however, if the full current costs have not been met as of July 1, 1967, the above restrictions will continue to apply until the full current costs have been funded for the first time.~~

~~(B) — With respect to any employee who is in the group of the 25 highest-paid employees of the City, determined as of October 1, 1965, and whose monthly retirement income under the plan will exceed \$125, the benefits in any form attributable to City contributions which any participant to whom this Section 6.08(B) is applicable may receive prior to October 1, 1975 shall not exceed an amount which is equal in value (or which is actuarially equivalent to) the largest of the following amounts:~~

~~(1) — The amount attributable to City contributions which would have been applied to provide the benefits for such participant if the plan, as in effect on September 30, 1965, had been continued without change;~~

~~(2) — \$20,000; and~~

~~(3) — The sum of:~~

~~(a) — The amount attributable to City contributions which would have been applied to provide benefits accrued to the participant under the plan on September 30, 1965; and~~

~~(b) — An amount computed by multiplying the number of years elapsed since October 1, 1965 for which the full current costs of the plan have been met by the smaller of the following amounts:~~

~~(i) — \$10,000; and~~

~~(ii) — An amount equal to 20% of the participant's average regular annual compensation received from the City for the five years immediately preceding the date of such determination, or for a participant whose service has terminated, who has retired prior to his normal retirement date or who has attained his normal retirement age whether or not he has retired under the plan, the date of termination of service, the date of retirement or the normal retirement date, respectively.~~

~~Provided, however, if the full current costs have not been met as of October 1, 1975, the above limitations will continue to apply until the full current costs have been funded for the first time.~~

~~The foregoing conditions will not restrict the payment of the full benefits to a beneficiary after the death of a participant whose benefits are subject to the provisions of this Section 6.08 if, at the time of such death, the Plan is in full effect and the full current costs thereof have been met.~~

~~The provisions of this Section 6.08 will not apply to the retirement income payable in the normal form, or under Option 1, Option 2 or any other optional form which does not provide a larger monthly income to any participant retiring or receiving benefits during any period in which the Plan is in full effect and the full current costs have been met.~~

~~The limitations will not apply to the payment of any survivorship income with respect to any deceased participant or retired participant who dies prior to the termination of the Plan and while the full current costs thereof have been met.~~

~~In the event of the termination of the Plan prior to the end of the 10-year period that next follows the effective date of the Plan, that portion of the assets of the trust fund arising from contributions made by the City with respect to those participants to whom the provisions of this Section 6.08 are applicable which is in excess of the foregoing limitations will be apportioned to the other participants, including retired participants, in accordance with the provisions contained in Section 8.06 hereof.~~

~~(C) **Application of Code Section 415 Limitations**~~

~~Defined contribution plan limits of IRC Section 415(c) and regulations thereunder, and combined plan limits of IRC Section 415(e) and regulations thereunder, are hereby incorporated by reference to the extent that such provisions may apply to this plan.~~

~~If, as a result of this allocation of forfeitures, a reasonable error in estimating a member's compensation or other facts and circumstances to which Regulation 1.415-6(b)(6) shall be applicable, the annual additions under this plan would cause the maximum annual additions to be exceeded for any member, the administrator shall (1) return any employee contributions credited for the "limitation year" to the extent that the return would reduce the excess amount in the member's accounts; (2) hold any "excess amount" remaining after the return of any employee contributions in a "Section 415 suspense account"; (3) use the "Section 415 suspense account" in the next limitation year (and succeeding limitation years if necessary) to reduce employer contributions for that member if that member is covered by the plan as of the end of the limitation year; or (4) reduce employer contributions to the plan for such limitation year by the amount of the "Section 415 suspense account" allocated and reallocated during such "limitation year". For purposes of this section, "excess amount" for any member for a limitation year shall mean the excess, if any, of (1) the annual additions which would be credited to his account under the terms of the plan without regard to the limitations of IRC Section 415 or (2) the maximum annual additions determined pursuant to the previous paragraph.~~

~~For purposes of this section, "Section 415 suspense account" shall mean an unallocated account equal to the sum of "excess amounts" for all members in the plan during the limitation year. The "Section 415 suspense account" shall not share in any earnings or losses of the fund.~~

~~The foregoing shall not apply if Section 415 of the Internal Revenue Code is made inapplicable to this Plan either by statute or regulation.~~

(a) Maximum Pension.

Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a Member shall not exceed the Dollar Limitation set forth below. If the benefit the Member would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.

(1) Definitions Used in this Section

(A) "Annual Pension" means the benefits received by a Member under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:

(i) The annual amount of the straight life annuity (if any) payable to the Member under the plan commencing at the same annuity starting date as the form of benefit payable to the Member; or

(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the

inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Section, and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection 6.08(a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(B) “Dollar Limitation” means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the Member when benefits begin, as follows:

(i) Except with respect to a Member who is a “Qualified Participant” as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--

(l) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the Member’s age based on completed calendar months as of the annuity starting date); and

(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.

(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the Member's age based on completed calendar months as of the annuity starting date); and

(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the Member, computed disregarding the Member's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied

to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical Member who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the Member receiving the distribution (determined disregarding the Member's accruals after age 65 and without applying the rules of section 415).

(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.

(2) The limitations set forth in this Subsection 6.08(a) shall not apply if the Annual Pension does not exceed \$10,000 provided the Member has never participated in a Defined Contribution Plan maintained by the City.

(3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.

(4) In the case of a Member who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(5) Any portion of a Member's benefit that is attributable to mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(6) Should any Member participate in more than one defined benefit plan maintained by the City, in any case in which the Member's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the Member's benefit under this Plan shall be reduced so that the Member's combined benefits will equal the Dollar Limitation.

(7) For a Member who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(8) The determination of the Annual Pension under Paragraph (a)(1) of this Subsection 6.08(a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection 6.08(a) of the Plan and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection 6.08(a) shall be used to decrease future employer contributions.

(b) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a Member's retirement benefits under the Plan shall commence not later than the Member's Required Beginning Date, which is defined as the later of:

-April 1 of the calendar year that next follows the calendar year in which the Member attains or will attain the age of 70½ years; or

-April 1 of the calendar year that next follows the calendar year in which the Member retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date as defined in Subsection (b) of this Section 6.08.

(2) Death of Member Before Distributions Begin.

(A) If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

(ii) If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year

containing the fifth anniversary of the Member's death.

(B) The Member's entire interest shall be distributed as follows:

(i) Member Survived by Designated Beneficiary. If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(A) above, over the life of the designated beneficiary or over a period certain not exceeding:

(I) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the Member dies before the date distribution of his or her

interest begins, (ii) the Member's surviving spouse is the Member's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the Member.

(3) Requirements For Annuity Distributions That Commence During Member's Lifetime.

(A) Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse. If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary, annuity payments to be made on or after the Member's Required Beginning Date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(B) Period Certain Annuities. Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of

distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Subparagraph (3)(B), or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(A), (4)(B) and (4)(C) below. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(A) General Annuity Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (c);

(iii) once payments have begun over a period certain, the period certain will not be changed even if

the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(III) to provide cash refunds of employee contributions upon the Member's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(B) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's Required Beginning Date (or, if the Member dies before distributions begin, the date distributions are required to begin under Subparagraph (2)(A)(i) or (2)(A)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity

payments for payment intervals ending on or after the Member's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the Member's Required Beginning Date. If annuity payments irrevocably commence to the Member (or to the Member's Surviving Spouse) before the Member's Required Beginning Date (or, if to the Member's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) Definitions.

(A) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(B) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (c).

(C) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) (1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions

The following definitions apply to this Section:

(A) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan

described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(5) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(f) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each Member taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

Section 5. Section 6.11, Election for Direct Rollover of Eligible Distributions Required by Internal Revenue Service, of the Retirement Plan for General Employees of the City of North Miami Beach is hereby repealed in its entirety and reserved for future use. All references to Section 6.11 shall be amended to refer to Section 6.08.

~~S. 6.11 ELECTION FOR DIRECT ROLLOVER OF ELIGIBLE DISTRIBUTIONS REQUIRED BY INTERNAL REVENUE SERVICE~~Reserved.

~~(A) This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.~~

~~(B) **Definitions**~~

~~(1) **Eligible rollover distribution**: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee,~~

~~except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.~~

~~(2) — **Eligible retirement plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.~~

~~(3) — **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.~~

~~(4) — **Direct rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.~~

Section 6. Conforming Amendments.

Subsection (e) of Section 3.05 is hereby amended by striking “6.11” and inserting “6.08”.

Section 7. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. If any section, subsection, clause or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect

without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 9. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 10. This Ordinance shall take effect upon adoption.

APPROVED BY TITLE ONLY on first reading this ___ day of July, 2011.

APPROVED AND ADOPTED on second reading this _____, 2011

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored: Mayor & Council

ORDINANCE NO. 2011-7



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

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, July 5, 2011

RE: Ordinance 2011-8 (First Reading, By Title Only)

BACKGROUND: This ordinance proposes four (4) amendments to the Police Officers and Firefighters Retirement Plan. Two (2) of the amendments were mandated by the 2009 Florida Legislature with the enactment of Chapter 2009-97, Florida Statutes, in order to maintain eligibility for receipt of state premium tax revenue. Two (2) of the amendments are optional, but have been approved by the Plan's Board of Trustees and in a ballot by the members received an overwhelming vote in favor of the provisions. The Trustees have requested the amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan.

RECOMMENDATION: That the Mayor and City Council approve the two (2) statutorily mandated amendments in order to maintain eligibility for the receipt of state premium tax revenue. That the Mayor and City Council make a determination on the adoption of the two (2) optional amendments, which similarly to the other amendments have no fiscal impact.

FISCAL IMPACT: None.

CONTACT PERSON(S): Lyndon L. Bonner, City Manager
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- [Police & Fire Retirement Plan Actuarial Impact Statement](#)
- [Ordinance 2011-8](#)

**BOLTON
PARTNERS, INC.**

June 23, 2011

Mr. Martin Lebowitz
City of North Miami Beach
17011 NE 19th Ave.
Room #428
North Miami Beach, Florida 33162

*RE: City of North Miami Beach Police and Fire
Retirement Plan*

Dear Marty:

We have reviewed the attached draft Ordinance which was prepared to comply with changes to Chapter 2009-97 of the Law of Florida. The Ordinance does not directly impact any benefits. The Ordinance would have no actuarial impact.

Please let me know if you have any questions.

Sincerely,

BOLTON PARTNERS, INC.



Thomas B. Lowman, FSA

Enc.

ORDINANCE NO. 200__

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR COMPLIANCE WITH CHAPTER 2009-97, LAWS OF FLORIDA; AMENDING ARTICLE V, MEMBERSHIP; AMENDING ARTICLE VII, BENEFITS NOT ASSIGNABLE; AMENDING ARTICLE I, TERMINATION OF PLAN; AMENDING ARTICLE IV, ADMINISTRATION OF FUNDS; 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 2009 Florida Legislature enacted Chapter 2009-97, Law of Florida, which mandates certain amendments to the City Police Officers and Firefighters' Retirement Plan; and

WHEREAS, recent changes to State statutes require several amendments to the Plan in order to maintain eligibility for receipt of state premium tax revenues; and

WHEREAS, an amendment to the City code is necessary to permit such new obligations and conditions; and

WHEREAS, the police officer participants, in a ballot conducted pursuant to plan provisions, have voted overwhelmingly in favor of the optional provisions incorporated in the proposed plan amendments; and

WHEREAS, the trustees of the City of North Miami Beach Retirement Plan for Police and Firefighters' have requested and approved such an amendment as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, these amendments have been approved by a majority of the Plan's active participants voting in a referendum,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article V, Section 5.01, Membership, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

Membership - There is hereby created a Retirement Committee for the Plan which shall be solely responsible for administering the Plan. Effective January 1, 1990 and thereafter, the Committee shall consist of five members: (a) two of whom, unless otherwise prohibited by law, shall be legal residents of the City who shall be elected officials or original appointment designees. The designees shall have no direct or indirect vested interest in the Plan; (b) two of whom shall be police officers, including participants in the DROP, and/or firefighters as defined in Article II who shall be elected by a majority of the police officers, including DROP participants and firefighters who are members of the Plan. Provided that there are no firefighters available or capable of serving as a member, the remaining board members may elect an individual to serve in the firefighter member position. Upon receipt of such persons' names, the City Council shall, as a ministerial duty, appoint such persons to the committee; and (c) the fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the City Council. Upon receipt of the fifth person's name, the City Council shall, as a ministerial duty, appoint such person to the committee as its fifth member. The fifth member shall have the same rights as each of the other four members appointed or elected as herein provided and may succeed himself in office. The priority of the four members shall be to choose the fifth member to the Committee. Thereafter, the chosen fifth member will serve concurrent terms with the other four members. Each resident member shall serve as trustee for a period of four (4) ~~two (2)~~ years, unless sooner replaced by the City Council at whose pleasure he or she shall serve, and may succeed himself or herself as a committee member. Each police officer and/or firefighter member shall serve as committee member for a period of four (4) ~~two (2)~~ years, unless he or she sooner leaves the employment of the City as a police officer and/or firefighter, whereupon the City Council shall

choose his or her successor in the same manner as an original appointment. Each police officer and/or firefighter may succeed himself or herself in office. The committee shall meet at least quarterly each year. The committee shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description.

Section 3. Article VII, Section 7.05, Benefits Not Assignable, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

In General - No benefits, rights or accounts shall exist under the plan which are subject in any manner to voluntary or involuntary anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; and any attempt to so anticipate, alienate, transfer, assign, pledge, encumber or charge the same shall be void, except a retiree receiving any monthly benefit may authorize the board of trustees to withhold from the monthly benefit those funds necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, and to make any payments for child support or alimony. The Board of Trustees may, upon the written request of the retiree of the pension plan, authorize the plan administrator to withhold from that retiree's benefit payment those funds that the retiree directs to pay for premiums for accident, health, and long-term care insurance for the retiree and the retiree's spouse and dependents. The pension plan, and its Board of Trustees, shall not incur any liability for participation in this permissive program for actions taken in good faith. The actual cost of this program may be deducted from the retiree's benefit payment.

Section 4. Article I, Section 1.06, Termination of Plan, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

(c) In the event of termination or partial termination of the plan, each participant's accrued pension benefit shall become nonforfeitable (100 percent vested). The board shall determine the date of distribution and the asset value required to fund all nonforfeitable benefits after taking into account the expenses of such distribution. The board shall inform the then current Plan sponsor if additional assets are required in which event the then current Plan sponsor shall continue to financially support the pension plan until all nonforfeitable benefits have been funded. At such time, the funds shall be appropriated and distributed in accordance with the provisions of Section 175 and 185, Florida Statutes.

Section 5. Article IV, Section 4.04, Administration of Funds, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

(d) The Retirement Committee shall establish a written investment policy, with the advice and counsel of such advisors as the Retirement Committee deems necessary, and said investment policy shall set forth the types of securities and other types of investments into which shall be placed the assets of the fund. The policy shall further set forth appropriate limitations on those investments, including, but not limited to, anticipated rate of return, quality of investment, class of investment and acceptable risk. The Retirement Committee shall identify and publicly report any direct or indirect holdings it may have in any scrutinized company, as defined in Florida Statutes, Section 215.473, and proceed to sell, redeem, divest, or withdraw all publicly traded securities it may have in such company beginning January 1, 2010 and shall thereafter be prohibited from purchasing or holding such securities. The divestiture of any such security must be completed by September 30, 2010. In accordance with Ch. 2009-97, Laws of Florida, no person may bring any civil, criminal, or administrative action against the board or any employee, officer, director, or advisor of such board based upon the divestiture of any security pursuant to this paragraph. The board shall have the authority to invest and reinvest the assets of the plan in such securities or property, real or personal, as the board deems appropriate.

Section 6. If any section, subsection, clause or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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.

Section 8. This Ordinance shall take effect upon adoption.

PASSED, FIRST READING, this _____ day of _____, 2011.

PASSED, SECOND READING, this _____ day of _____, 2011.

MAYOR

ATTEST:

City Clerk

I HEREBY CERTIFY that I have approved this
ORDINANCE as to form.

City Attorney

ORDINANCE NO. 2011-8

AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR COMPLIANCE WITH CHAPTER 2009-97, LAWS OF FLORIDA; AMENDING ARTICLE V, MEMBERSHIP; AMENDING ARTICLE VII, BENEFITS NOT ASSIGNABLE; AMENDING ARTICLE I, TERMINATION OF PLAN; AMENDING ARTICLE IV, ADMINISTRATION OF FUNDS; 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 2009 Florida Legislature enacted Chapter 2009-97, Law of Florida, which mandates certain amendments to the City Police Officers and Firefighters' Retirement Plan; and

WHEREAS, recent changes to State statutes require several amendments to the Plan in order to maintain eligibility for receipt of state premium tax revenues; and

WHEREAS, an amendment to the City code is necessary to permit such new obligations and conditions; and

WHEREAS, the police officer participants, in a ballot conducted pursuant to plan provisions, have voted overwhelmingly in favor of the optional provisions incorporated in the proposed plan amendments; and

WHEREAS, the trustees of the City of North Miami Beach Retirement Plan for Police and Firefighters' have requested and approved such an amendment as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

ORDINANCE NO. 2011-8

WHEREAS, these amendments have been approved by a majority of the Plan's active participants voting in a referendum,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article V, Section 5.01, Membership, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language:

Membership - There is hereby created a Retirement Committee for the Plan which shall be solely responsible for administering the Plan. Effective January 1, 1990 and thereafter, the Committee shall consist of five members: (a) two of whom, unless otherwise prohibited by law, shall be legal residents of the City who shall be elected officials or original appointment designees. The designees shall have no direct or indirect vested interest in the Plan; (b) two of whom shall be police officers, including participants in the DROP, and/or firefighters as defined in Article II who shall be elected by a majority of the police officers, including DROP participants and firefighters who are members of the Plan. Provided that there are no firefighters available or capable of serving as a member, the remaining board members may elect an individual to serve in the firefighter member position. Upon receipt of such persons' names, the City Council shall, as a ministerial duty, appoint such persons to the committee; and (c) the fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the City Council. Upon receipt of the fifth person's name, the City Council shall, as a ministerial duty, appoint such person to the committee as its fifth member. The fifth member shall have the same rights as each of the other four members appointed or elected as herein provided and may succeed himself in office. The priority of the four members shall be to choose the fifth member to the Committee. Thereafter, the chosen fifth member will serve concurrent terms with the other four members. Each resident member shall serve as trustee for a period of four (4) ~~two~~ (2) years, unless sooner replaced by the City Council at whose pleasure he or she shall serve, and may succeed himself or herself as a committee member. Each police officer and/or firefighter member shall serve as committee member for a

ORDINANCE NO. 2011-8

period of ~~four (4) two (2)~~ years, unless he or she sooner leaves the employment of the City as a police officer and/or firefighter, whereupon the City Council shall choose his or her successor in the same manner as an original appointment. Each police officer and/or firefighter may succeed himself or herself in office. The committee shall meet at least quarterly each year. The committee shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description.

Section 3. Article VII, Section 7.05, Benefits Not Assignable, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

In General - No benefits, rights or accounts shall exist under the plan which are subject in any manner to voluntary or involuntary anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; and any attempt to so anticipate, alienate, transfer, assign, pledge, encumber or charge the same shall be void, except a retiree receiving any monthly benefit may authorize the board of trustees to withhold from the monthly benefit those funds necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, and to make any payments for child support or alimony. The Board of Trustees may, upon the written request of the retiree of the pension plan, authorize the plan administrator to withhold from that retiree's benefit payment those funds that the retiree directs to pay for premiums for accident, health, and long-term care insurance for the retiree and the retiree's spouse and dependents. The pension plan, and its Board of Trustees, shall not incur any liability for participation in this permissive program for actions taken in good faith. The actual cost of this program may be deducted from the retiree's benefit payment.

Section 4. Article I, Section 1.06, Termination of Plan, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

(c) In the event of termination or partial termination of the plan, each participant's accrued pension benefit shall become nonforfeitable (100 percent vested). The board shall determine the date of distribution and the asset value required to fund all nonforfeitable benefits after taking into account the expenses of such distribution. The board shall inform the then current Plan sponsor if additional assets are required in which event the then current Plan sponsor shall continue to financially support the pension plan until all nonforfeitable benefits have been funded. At such

time, the funds shall be appropriated and distributed in accordance with the provisions of Section 175 and 185, Florida Statutes.

Section 5. Article IV, Section 4.04, Administration of Funds, of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the stricken language.

(d) The Retirement Committee shall establish a written investment policy, with the advice and counsel of such advisors as the Retirement Committee deems necessary, and said investment policy shall set forth the types of securities and other types of investments into which shall be placed the assets of the fund. The policy shall further set forth appropriate limitations on those investments, including, but not limited to, anticipated rate of return, quality of investment, class of investment and acceptable risk. The Retirement Committee shall identify and publicly report any direct or indirect holdings it may have in any scrutinized company, as defined in Florida Statutes, Section 215.473, and proceed to sell, redeem, divest, or withdraw all publicly traded securities it may have in such company beginning January 1, 2010 and shall thereafter be prohibited from purchasing or holding such securities. The divestiture of any such security must be completed by September 30, 2010. In accordance with Ch. 2009-97, Laws of Florida, no person may bring any civil, criminal, or administrative action against the board or any employee, officer, director, or advisor of such board based upon the divestiture of any security pursuant to this paragraph. The board shall have the authority to invest and reinvest the assets of the plan in such securities or property, real or personal, as the board deems appropriate.

Section 6. If any section, subsection, clause or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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.

Section 8. This Ordinance shall take effect upon adoption.

APPROVED BY TITLE ONLY on first reading this ___ **day of July, 2011.**

APPROVED AND ADOPTED on second reading this _____, 2011

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored: Mayor & Council

ORDINANCE NO. 2011-8

ORDINANCE NO. 2011-8