



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue North Miami Beach, FL 33162  
**Tuesday, March 6, 2012**  
**7:30 PM**

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

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

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION** - Reverend Dr. Marta Burke, Fulford United Methodist Church
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
  - 5.1 **Proclamation presentation to Judith Rogoff (Greynolds Park Elementary School), winner of the Race to the Top Program Award (Councilman Frantz Pierre)**
6. **PUBLIC COMMENT**

### **To All Citizens Appearing Under Public Comment**

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

### **Speaking Before the City Council**

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or

elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

### **Pledge of Civility**

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

## **7. APPOINTMENTS**

### **7.1 Economic Development Commission (Councilwoman Marlen Martell)**

Larry Thompson

## **8. CONSENT AGENDA**

### **8.1 Resolution No. R2012-22 (City Attorney Darcee S. Siegel)**

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 ACRE ENGINEERING AND CONSTRUCTION, INC. FOR THE NE 2ND AVENUE WASTEWATER METER INSTALLATION.

### **8.2 Resolution No. R2012-23 (City Attorney Darcee S. Siegel)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH FIRSTSOUTHWEST COMPANY, THE FIRST RANKED FIRM, FOR FINANCIAL ADVISORY SERVICES FOR THE CITY OF NORTH MIAMI BEACH, AND IF UNABLE TO REACH AN AGREEMENT, THEN PROCEED TO NEGOTIATE WITH THE SECOND RANKED FIRM, THE PFM GROUP.

## **9. CITY MANAGER'S REPORT**

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

## **10. CITY ATTORNEY'S REPORT**

### **10.1 Litigation List**

As of March 6, 2012.

## **11. MAYOR'S DISCUSSION**

## **12. MISCELLANEOUS ITEMS - *None***

## **13. WAIVER OF FEE - *None***

## **14. BUSINESS TAX RECEIPTS - *None***

## **15. LEGISLATION**

### **15.1 Resolution No. R2012-21 (Public Services Director Shari Kamali)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE STATE REVOLVING FUND LOAN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SECOND PHASE OF THE FIXED NETWORK AUTOMATED METER READING PROJECT FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$4,253,990; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**15.2 Resolution No. 2012-24 (City Manager Lyndon L. Bonner)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF A FORWARD RATE LOCK IN CONNECTION WITH THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2012 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000 FOR THE PRIMARY PURPOSE OF REFINANCING THE ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS FOR INTEREST COST SAVINGS; AND PROVIDING AN EFFECTIVE DATE.

**15.3 Ordinance No. 2012-4 - First Reading By Title Only (Plan Administrator Martin Lebowitz)**

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 VI, OPTIONAL FORMS OF RETIREMENT INCOME; 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.

**15.4 Ordinance 2012-6 - First Reading By Title Only (City Attorney Darcee S. Siegel)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 2, PARAGRAPH 9, OF ORDINANCE 2006-6 LOWERING THE INTEREST RATE ON EACH MEMBER'S DROP ACCOUNT FROM 6.5% COMPOUNDED MONTHLY TO 3% COMPOUNDED MONTHLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**15.5 Ordinance No. 2012-7 - First Reading By Title Only (Code Compliance Manager Eric Wardle)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XIV SECTION 14-8.22(C) OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ENFORCEMENT OF MUNICIPAL CODES OR ORDINANCES" BY PROVIDING FOR AN APPEAL HEARING PROCESS AND BY PROVIDING A SCHEDULE OF CIVIL PENALTIES FOR CODE ENFORCEMENT CITATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

**15.6 Ordinance No. 2012-2 (Previously No. 2011-17) - Second and Final Reading (City Attorney Darcee S. Siegel)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 2-61 OF THE CODE OF ORDINANCES ENTITLED "POLICE AND FIRE PENSION BOARD" BY SUGGESTING THAT THE FOUR BOARD OF TRUSTEES MEMBERS ON THE POLICE AND FIRE PENSION BOARD CONSIDER THE FIFTH CANDIDATE'S QUALIFICATIONS PRIOR TO SELECTING THE FIFTH MEMBER OF THE BOARD AND FURTHER CLARIFYING WHICH THREE (3) MEMBERS OF THE BOARD CONSTITUTE A QUORUM FOR PURPOSES OF A MEETING; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

- 16. CITY COUNCIL REPORTS**
- 17. NEXT REGULAR CITY COUNCIL MEETING**
- 18. ADJOURNMENT**

The City of North Miami Beach

**NMB**



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**305-947-7581**  
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**MEMORANDUM**

**Print**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**DATE:** Tuesday, March 6, 2012

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**RE:** Economic Development Commission (Councilwoman Marlen Martell)

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**BACKGROUND:**

**RECOMMENDATION:**

**FISCAL IMPACT:**

**CONTACT PERSON(S):** Pamela L. Latimore, City Clerk

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**ATTACHMENTS:**

▣ [Application - Larry Thompson](#)

3057876036

MAYOR AND COUNCIL

MAYOR AND COUNCIL, NMB

03:26:05 a.m. 06-23-2011

3/4



# City of North Miami Beach, Florida

## APPLICATION FOR MUNICIPAL APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE

RECEIVED  
JUL 17 PM 4:45  
CITY CLERK'S OFFICE

CHAPTER 2, SECTIONS 2-55 AND 2-57 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH PROVIDES "RESIDENCY REQUIREMENT: MEMBERS OF ALL BOARDS, COMMISSIONS AND COMMITTEES SHALL BE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED. SHOULD ANY BOARD, COMMISSION OR COMMITTEE MEMBER MOVE OUTSIDE THE CITY LIMITS DURING THE TERM OF HIS/HER APPOINTMENT, HE/SHE SHALL AUTOMATICALLY IMMEDIATELY BE REMOVED FROM THE POSITION HE/SHE HOLDS." (ORD. NO 79-20, § 4, 9-4-79) APPOINTMENTS ARE ALSO SUBJECT TO ORDINANCE 2001-4.

I HEREBY FILE AN APPLICATION FOR APPOINTMENT TO THE FOLLOWING BOARD, COMMISSION OR COMMITTEE:

(PLEASE PRINT CLEARLY)

- NAME: Larry Thompson
- HOME ADDRESS: 1420 N.E. 152<sup>nd</sup>  
CITY: N.M.B STATE: FL ZIP: 33162
- BUSINESS NAME: N/A  
BUSINESS ADDRESS: N/A  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
- TELEPHONE: (HOME) N/A (BUSINESS) N/A (CELL) 786-324-8260
- FAX: \_\_\_\_\_ 6. EMAIL ADDRESS: \_\_\_\_\_
- DO YOU RESIDE IN NORTH MIAMI BEACH DURING ALL TWELVE MONTHS OF THE YEAR?  
 Yes  No
- HAVE YOU EVER BEEN CONVICTED OF A FELONY?  Yes  No
- HIGHEST LEVEL OF EDUCATION:  
(Applicants to the Youth Advisory Board: Please indicate current grade level as well as the name and telephone number of the school you are currently attending.)  
High School
- ARE YOU RELATED TO A CITY EMPLOYEE? Yes  No   
IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: \_\_\_\_\_

Planning & Zoning

10/17/2011 MON 15:37 FAX 3057876026 City of NMB Clerk's Off.

11. ARE YOU RELATED TO A CITY EMPLOYEE?  Yes  No  
IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS:

12. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):  
PRESENT STATUS: clerk  
2006 to 2009 Adventure L-mu  
19\_\_ to 19\_\_  
19\_\_ to 19\_\_

13. HAVE YOU EVER SERVED ON AN ADVISORY COMMITTEE IN THE PAST? IF YES, PLEASE DESCRIBE: n/a

14. IF NOT SELECTED FOR THE BOARD/COMMISSION/COMMITTEE INDICATED ABOVE, PLEASE LIST ANY ADDITIONAL BOARDS/COMMISSIONS/COMMITTEES FOR WHICH YOU WOULD LIKE YOUR APPLICATION SUBMITTED (PLEASE RANK IN ORDER OF PREFERENCE):  
(2) n/a (3) n/a  
(4) n/a (5) n/a

15. DESCRIBE YOUR PROFESSIONAL AND/OR VOLUNTEER EXPERIENCE OR BACKGROUND THAT BEST QUALIFIES YOU FOR APPOINTMENT TO THE BOARD/COMMISSION/COMMITTEE YOU HAVE SELECTED: n/a

16. IF YOU ARE APPLYING FOR A BOARD/COMMISSION/COMMITTEE THAT HAS SPECIFIC REQUIREMENTS, PLEASE DETAIL HOW YOUR BACKGROUND AND/OR EXPERIENCE MEETS THE REQUIRED CRITERIA: n/a

**CERTIFICATION**

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMISSION, COMMITTEE, ETC. OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 10/17/11 APPLICANT'S SIGNATURE: [Signature]

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

*Jan*



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

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

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**RE:** Resolution No. R2012-22 (City Attorney Darcee S. Siegel)

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**BACKGROUND:** The City of North Miami Beach requested sealed bids to contract with a qualified contractor to install a sanitary sewer flow metering station. The Project is located inside the right-of-way of the South Florida Water Management District Canal C-9, behind 19901 NW 2nd Avenue, Miami Gardens, Florida.

**RECOMMENDATION:** It is the evaluation committee's recommendation that the Bid be awarded to the lowest most responsive responsible bidder, Acre Engineering and Construction, Inc. for the installation of a sanitary sewer flow metering station.

**PROPOSED VENDOR:**

Acre Engineering and Construction, Inc.  
2451 NW 109TH AVE UNIT 4 Miami, FL 33172

Notices were electronically mailed to 1595 potential, local and national vendors via DemandStar. Additionally, all local and registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email.

Advertisements were placed in the Daily Business Review on December 8, 2011. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

**FISCAL IMPACT:** FY 12 Budget: \$189,900.

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



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**ATTACHMENTS:**

- ▣ [Resolution No.R2012-22](#)
- ▣ [Agreement](#)
- ▣ [Bid Tabulation](#)

**RESOLUTION NO. R2012-22**

**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 ACRE ENGINEERING AND  
CONSTRUCTION, INC. FOR A WASTEWATER METER  
INSTALLATION AT 19901 NW 2nd AVENUE.**

**WHEREAS**, the City of North Miami Beach issued Invitation to Bid No. 2011-18 to contract with a qualified contractor to install a wastewater flow metering station; and

**WHEREAS**, the project is located inside the right-of-way of the South Florida Water Management District (“SFWMD”) Canal C-9, behind 19901 NW 2nd Avenue, Miami Gardens, Florida and the SFWMD has authorized the metering station installation within its right-of-way; and

**WHEREAS**, Miami-Dade County has requested this project to increase the meter flows of this isolated sewer collection system for 20 customers; and

**WHEREAS**, bid notices were electronically mailed to 1,595 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 six 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. 2011-18; and

**WHEREAS**, the Evaluation Committee recommended that Bid No. 2011-18 be awarded to the lowest, most responsive bidder, Acre Engineering and Construction, Inc.; and

**WHEREAS**, the City Council of North Miami Beach desires to award Bid No. 2011-18 and authorizes the City Manager to execute an Agreement between the City of North Miami Beach and Acre Engineering and Construction, Inc. for the furnishing of all labor, equipment and materials for the installation of a wastewater flow metering station inside the right-of-way of the South Florida Water Management District Canal C-9 behind 19901 NW 2nd Avenue and;

**WHEREAS**, the Public Utilities Commission of the City of North Miami Beach, at their public meeting held on February 22, 2012, unanimously by a vote of 4 to 0 approved and recommended that the City Manager execute an agreement with Acre Engineering and Construction, Inc. for the installation of a wastewater metering station inside the right-of-way of the South Florida Water Management District Canal C-9 behind 19901 NW 2nd Avenue, Miami Gardens, 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. 2011-18 to Acre Engineering and Construction, Inc. for a total amount of \$189,900.

**Section 3.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute an agreement, in a form

acceptable to the City Attorney, between the City and Acre Engineering and Construction, 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 **March, 2012**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK  
(CITY SEAL)

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

APPROVED AS TO FORM:

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

Sponsored by: Mayor and Council

**AGREEMENT No. 2011-18**  
**BETWEEN THE CITY OF NORTH MIAMI BEACH AND**  
**ACRE ENGINEERING AND CONSTRUCTION, INC.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, **2012** by and between **Acre Engineering and Construction Inc.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **2451 NW 109<sup>th</sup> Avenue, Unit 4, Miami, FL 33172** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2011-18**, 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 27, 2012**, 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

**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 attached hereto and incorporated herein as Exhibit "A", and by 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 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 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 \_\_\_\_\_, 2012.

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

**2011-18 NW 2ND AVENUE WASTEWATER METER**

			Name of Bidder	Acre Engineering	C+W Pipeline	David Mancini	Intercounty Engineering	JVA Engineering	RJR Construction
Item No.	Quantity	Description	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
1	Aggregate Sum	For MOBILIZATION and DEMOBILIZATION the aggregate sum amount of:	4,000.00	2,500.00	31,411.00	11,000.00	4,505.00	8,000.00	
2	Aggregate Sum	For all TEMPORARY FACILITIES, including fencing, signage, sanitary units, stormwater management, siltation control, temporary power, fuels, potable water supply, dewatering, sheeting, and removal prior to substantial completion, the aggregate sum of:	2,000.00	2,000.00	9,569.00	4,000.00	10,200.00	6,000.00	
3	Aggregate Sum	For all MISCELLANEOUS costs incurred in bonds, permits, fees, insurance, other miscellaneous costs, the aggregate sum of:	4,000.00	4,500.00	13,980.00	3,700.00	6,230.00	15,000.00	
4	Aggregate Sum	For furnishing and installing all PIPING, valves, fittings, restrained joints, including flushing and testing, required for a complete working installation, except for metering equipment, the aggregate sum of:	25,000.00	40,000.00	67,730.00	35,000.00	58,920.00	38,000.00	
5	Aggregate Sum	For furnishing and installing the WASTEWATER METER, transmitter, receiver, display and recording units, including all wiring, cables, software, testing, and calibration required for a complete working installations, the aggregate sum of:	42,400.00	110,000.00	22,598.00	24,500.00	52,760.00	30,000.00	
6	Aggregate Sum	For furnishing and installing METER VAULT AND VALVE STRUCTURES, including all excavations, dewatering, backfilling, compaction, with top frames and grates and hatches, and all appurtenant fixtures, the aggregate sum of:	20,000.00	16,000.00	29,464.00	32,500.00	20,660.00	24,000.00	
7	Aggregate Sum	For furnishing and installing the CONTROL PANEL, telemetry devices, all electrical equipment and electric power supply, the aggregate sum of:	55,000.00	13,000.00	46,081.00	38,000.00	26,060.00	40,000.00	
8	Aggregate Sum	For performing and coordinating START-UP SERVICES including performance and calibration tests for the meter, electrical equipment and, and telemetry system, the aggregate sum amount of:	10,000.00	1,500.00	706.00	4,000.00	620.00	1,500.00	
9	Aggregate Sum	For performing SITE RESTORATION and clean-up including but not limited to embankment over the force main, sodding, landscaping, painting and any miscellaneous restoration work including all labor, materials and equipment required, the aggregate sum amount of:	2,500.00	4,500.00	12,210.00	17,000.00	23,470.00	2,500.00	
10	Aggregate Sum	Construction Allowance for unforeseen underground conditions as determined by Owner	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
<b>The TOTAL SUM of items 1 through 10, inclusive:</b>			<b>189,900.00</b>	<b>219,000.00</b>	<b>258,749.00</b>	<b>194,700.00</b>	<b>228,425.00</b>	<b>190,000.00</b>	

The City of North Miami Beach has not checked the bids/proposals for errors or made determinations that any bids/proposals meet requirements. The City makes no claim that the prices listed above are anything other than prices entered and read aloud at the public opening. All bids/proposals will be reviewed by an evaluation committee at a publicly scheduled meeting before being submitted to the City of North Miami Beach City Council for approval (if required).



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

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

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**RE:** Resolution No. R2012-23 (City Attorney Darcee S. Siegel)

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**BACKGROUND:** The City of North Miami Beach issued RFP No. 2012-02 for the purpose of selecting a qualified firm to serve as the City of North Miami Beach's financial advisor.

**RECOMMENDATION:** It is the Evaluation Committee's recommendation that the City Council authorize the City Manager or his designee, to enter into negotiations with the top ranked firm, Firstsouthwest Company, with regards to the above-mentioned RFP. If, for any reason, the top ranked firm is unable to meet the City's needs and requirements, negotiations will then proceed to the 2nd ranked, The PFM Group.  
Upon successful negotiations with the most qualified firm that is able to meet the City's requirements, the City Manager or his designee, will then submit the agreement to the City Attorney's office for approval and placement on the next available City Council agenda for final approval.

### PROPOSED VENDORS:

1st Rank:  
Firstsouthwest Company  
325 N St Paul Street, Ste 800 Dallas, Texas 75201

2nd Rank:  
The PFM Group 300 S Orange Avenue, Ste 1170 Orlando, FL 32801

Notices were electronically mailed to 546 potential, local and national vendors via DemandStar. Additionally, all local and



registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email.

Advertisements were placed in the Daily Business Review on January 18, 2012. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

**FISCAL IMPACT:**

The cost estimate for services related to the bond refunding is about \$51,000 and will be included as part of the cost of issuance of the bond. In other words, the fee will be included as part of the new debt issue. Other services will be negotiated on a per hour, as needed basis.

**CONTACT PERSON(S):**

Janette Smith, CPA, Finance Director  
Brian K. O'Connor, CPO, Chief Procurement Officer

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**ATTACHMENTS:**

- ❑ [Resolution No. R2012-23](#)
- ❑ [Administrative Review](#)
- ❑ [Final ranking](#)

**RESOLUTION NO. R2012-23**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH FIRSTSOUTHWEST COMPANY, THE FIRST RANKED FIRM, FOR FINANCIAL ADVISORY SERVICES FOR THE CITY OF NORTH MIAMI BEACH, AND IF UNABLE TO REACH AN AGREEMENT, THEN PROCEED TO NEGOTIATE WITH THE SECOND RANKED FIRM, THE PFM GROUP.**

**WHEREAS**, the City of North Miami Beach issued RFP No. 2012-02 for the purpose of selecting a qualified firm to serve as the City of North Miami Beach's financial advisor; and

**WHEREAS**, Request for Proposals Notices were electronically mailed to 546 potential local and national vendors, as well as advertised in the Daily Business Review on January 18, 2012; and

**WHEREAS**, a total of five companies responded to the City's Request for Proposals No. 2012-02 by the published deadline; and

**WHEREAS**, the Evaluation Committee composed of employee representatives reviewed and evaluated the proposals and ranked Firstsouthwest Company as the first ranked provider and The PFM Group as the second ranked provider for financial advisory services for the City of North Miami Beach; and

**WHEREAS**, based on the responses to the Request for Proposals No. 2012-02, the City Council of North Miami Beach authorizes the City Manager to negotiate an agreement for financial advisory services between the City of North Miami Beach and first ranked Firstsouthwest Company, and if negotiations fail, then negotiate with the second ranked firm, The PFM Group for financial advisory services.

**RESOLUTION NO. R2012-23**

**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 Manager is hereby authorized to negotiate an agreement for financial advisory services with Firstsouthwest Company, as the first ranked firm, and if unable to reach an agreement, then proceed to negotiate with The PFM Group, the second ranked firm.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of **March, 2012**.

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

**ADMINISTRATIVE REVIEW**

**RFP 2012-02 FINANCIAL ADVISOR SERVICES FOR THE CITY OF NORTH MIAMI BEACH**

<b>VENDOR NAME</b>	<b>Estrada-Hinojosa</b>	<b>Dunlap &amp; Associates</b>	<b>PRAG</b>	<b>The PFM Group</b>	<b>Firstsouthwest</b>
Department of State-Division of Corporations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MSRB*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Better Business Bureau	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
EPLS**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
City required forms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
references	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

\* Municipal Securities Rulemaking Board

\*\*Excluded Parties List System

Review Committee Meeting February 15, 2012 at 10:00am

Proposers		Estrada-Hinojosa			Dunlap & Associates			PRAG			The PFM Group			FirstSouthwest		
Ranking Criteria		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
1	Qualifications of the firm and the key personnel assigned to this engagement	0	0	0	19	8	15	0	0	0	18	15	12	20	20	20
<i>Maximum Points: 20</i>																
2	Experience in similar work, including govermental experience	0	0	0	18	15	20	0	0	0	20	25	18	19	22	20
<i>Maximum Points: 25</i>																
3	Technical ability of the firm to perform the required services	0	0	0	19	10	15	0	0	0	20	15	18	20	20	20
<i>Maximum Points: 20</i>																
4	Independence of proposer in bond dealings	0	0	0	20	20	20	0	0	0	19	20	18	19	15	18
<i>Maximum Points: 20</i>																
5	Schedule of fees	0	0	0	20	15	15	0	0	0	18	12	13	19	12	14
<i>Maximum Points: 15</i>																

TOTAL POINTS	0	0	0	96	68	85	0	0	0	95	87	79	97	89	92
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3

AVERAGE OF TOTAL POINTS	0	83	0	87	92.6666667
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Reviewer No.	Name
1	Janette Smith
2	Barbara Trinka
3	Mac Serda



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

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

---

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

---

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

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

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

**CONTACT PERSON(S):** Larry Gomer, Interim Chief of Police  
Mac Serda, Assistant City Manager

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### ATTACHMENTS:

▣ [LETf Request Feb 2012](#)

**CITY OF NORTH MIAMI BEACH, FLORIDA**

**INTER-OFFICE MEMORANDUM**

TO: Lyndon L. Bonner  
City Manager

DATE: February 24, 2012

SUBJECT: Use of LETF Funds

FROM: Larry Gomer  
Interim Chief of Police

REFERENCES:

ENCLOSURES:

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I respectfully request that you place on the agenda for the next City Council meeting the attached appropriation requests totaling **\$12,000.00** for expenditure from the Law Enforcement Trust Accounts. We will ask for **\$0.00** from the Federal Justice Law Enforcement Trust Fund (Fund 172), **\$0.00** from the Federal Treasury Law Enforcement Trust Fund (Fund 177), and **\$12,000.00** from the State/Local Law Enforcement Trust Fund (Fund 173).

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

If you have any questions concerning this request, please contact Interim Chief Gomer at extension 2911 or Mac Serda at extension 2932.

cc: Mac Serda, Assistant City Manager  
Betty Kennedy, Police Finance

**Federal (Justice) LETF (Fund 172):**

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

**Federal LETF Status Report (as of 2/22/2012):**

Surplus Carryover - 10/1/11 ..... \$ 3,888,497.43

FY 2012 to Date:

Revenues .....	124,473.74
Council Expenditure Approvals....	(1,315,571.00)
Appropriations .....	1,653,502.79
Expenditures .....	(711,678.53)
Total of this request .....	0.00

Balance Available for Expenditure .. \$ 3,639,224.43



**Federal (Treasury) LETF (Fund 177):**

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

No Requests.

---

**Federal (Treasury) Status Report (as of 2/22/2012):**

Surplus Carryover - 10/01/11 ..... \$ 752,340.78

FY 2012 to Date:

Revenues .....	2,301.96
Council Expenditure Approvals....	-0-
Appropriations .....	-0-
Expenditures .....	-0-

Balance Available for Expenditure .. \$ 754,642.74

**State and Local LETF (Fund 173):**

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

- 1. Contribution to NMB Little League ..... \$ 12,000.00

This request will provide funds to the baseball league to purchase equipment, supplies, and to provide scholarships for children participating in the baseball programs during the 2012 baseball season.

**State and Local LETF Status Report (as of 2/22/2012):**

Surplus Carryover - 10/1/11 ..... \$ 1,966,097.81

FY 2012 to Date:

Revenues .....	252,539.70
Council Expenditure Approvals....	(693,671.00)
Appropriations .....	695,895.08
Expenditures .....	(161,488.22)
Total of this request .....	12,000.00

Balance Available for Expenditure .. \$ 2,0497,373.37



City of North Miami Beach  
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305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Darcee S. Siegel, City Attorney  
**DATE:** Tuesday, March 6, 2012

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**RE:** Litigation List

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**BACKGROUND:** Litigation List.  
**RECOMMENDATION:** N/A  
**FISCAL IMPACT:** N/A  
**CONTACT PERSON(S):** Darcee S. Siegel, City Attorney

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### ATTACHMENTS:

▣ [Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Darcee S. Siegel, City Attorney**  
**DATE: February 21, 2012**

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**LITIGATION LIST**

**I. Civil Rights: (2)**

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/  
JUDGMENT GRANTED IN FAVOR OF  
CITY AND POLICE OFFICERS  
DEFENDANTS.  
PLAINTIFF HAS FILED A NOTICE  
OF APPEAL.**

**II. Personal Injury: (7)**

Blake, Donna v. CNMB, et al  
Personal Injury

Garcia, Ramona v. CNMB  
Personal Injury

Kassie v. CNMB  
Vehicle Accident

Ordonez Rotavista v. CNMB  
Vehicle Accident

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

Ruiz, Adriel v. CNMB  
Personal Injury

Thomas v. CNMB  
Personal Injury

**III. Other Litigation: (10)**

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

American Pinnacle v. George Vallejo  
Water Fees

**AMENDED TO DISMISS  
VALLEJO AND ADD CNMB**

Asset Acceptance LLC v. Pierre and CNMB  
Writ of Garnishment

CACV of Colorado v. Lubin and CNMB  
Writ of Garnishment

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

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

Progressive American Insurance/Weinblatt v. CNMB  
Property Damage

Richard/Green v. CNMB  
Property Damage

Thomas v. CNMB  
Writ of Garnishment

Weinberg, Bill v. CNMB  
Water Fees

**IV. Forfeitures: (17)**

CNMB v. Alvarado/Paul  
Forfeiture

CNMB v. Andre  
Forfeiture

**DEFAULT ENTERED**

CNMB v. Baez/Cruz  
Forfeiture

CNMB v. Central Auto Service/Fourreau/Guthrie  
Forfeiture

CNMB v. Central Auto Service/Guthrie  
Forfeiture

CNNB v. Desir, F.  
Forfeiture

CNMB v. Desir/Escarment  
Forfeiture  
(Probable Cause Found to Exist by Court)

CNMB v. Garcia/Vargas/Londono/Brito/Selcedo  
Forfeiture

CNMB v. Garcia-Flores/Nieves  
Forfeiture

**PARTIALLY SETTLED**

CNMB v. Georges  
Forfeiture

CNMB v. Jimenez/Martinez  
Forfeiture

**DEFAULT ENTERED**

\* CNMB v. McCray/Sims/Nealy  
Forfeiture

\* CNMB v. Philidor, A.  
Forfeiture

CNMB v. Philidor, A/Philidor, J./VA Leasing Corp.  
Forfeiture  
(Probable Cause Found to Exist by Court)

CNMB v. Soto/Francois/Joseph  
Forfeiture

**SETTLED/DEFAULTED**

CNMB v. Suarez/Suarez  
Forfeiture

\* Vargas/Sevilla  
Forfeiture

**V. Mortgage Foreclosures: (197)**

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

Ajami Carpet Company v. (McCullough, et al.)  
Mortgage Foreclosure

American Airlines Federal Credit Union v. CNMB (Henriquez)  
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 (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. 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 (Betancourt, et al)  
Mortgage Foreclosure

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

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

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

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

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

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

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

\* Bank of America v. CNMB (Jean-Pierre, 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 (Blaustein, et al)

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

Bank of New York v. CNMB (Clancy, et al)  
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 (Pierre/Calixte, 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

Beach Club Villas Condominium v. CNMB (Federal Home Loan)  
Mortgage Foreclosure

Beach Club Villas Condominium v. CNMB (Letizia)  
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

Bejarano, Antonio v. CNMB (Lightsey, et al.)  
Quiet Title

Biberman v. CNMB (Philadelphia Church of God)  
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 (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 (Rojas)  
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

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

Citimortgage v. CNMB (Pena et al)  
Mortgage Foreclosure

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

\* City of Miami Gardens v. CNMB (Beckford, et al)  
Action to Quiet Title

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 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 (James, et al.)  
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Jimenez, L., 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 National v. CNMB (Lobo, 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 (Saint-Jean, et al)  
Mortgage Foreclosure

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

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

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

Doured, LLC v. CNMB (Steele, et al)  
Quiet Title

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

Federal National v. CNMB (Ledesma, et al.)  
Mortgage Foreclosure

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

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

Flagstar Bank v. CNMB (Pena)  
Mortgage Foreclosure

Flagstar Bank v. CNMB (Starlight Investments)  
Mortgage Foreclosure

Flagstar Bank v. CNMB (Haronda Realty)  
Mortgage Foreclosure

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

FNBN I, LLC v. CNMB (Gomez, et al)  
Mortgage Foreclosure

GGH48, LLC v. CNMB (Louis, et al)  
Mortgage Foreclosure

GGH48, LLC v. CNMB (Levy, et al)  
Mortgage Foreclosure

Global Trust v. CNMB (Roth)  
Mortgage Foreclosure

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

Great Florida Bank v. CNMB (Miranda, et al)  
Mortgage Foreclosure

Great Florida Bank v. CNMB (Miranda, et al)  
Mortgage Foreclosure

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

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

JP Morgan v. CNMB (Villanustre)  
Mortgage Foreclosure

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

Kondaur Capital Corp v. CNMB (Rodarte, 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

One West Bank v. CNMB (Allen, Deceased, et al.)  
Mortgage Foreclosure

OneWest Bank v. CNMB (Gutierrez)  
Mortgage Foreclosure



OneWest Bank v. CNMB (Howard, et al.)  
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

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

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

RMS Residential v. CNMB (Heredia)  
Mortgage Foreclosure

\* Shoreland Estates Condominium v. CNMB (Zalezhnew, et al.)  
Condominium Association Lien foreclosure

SunTrust Mortgage v. CNMB (Del Pilar, et al.)  
Mortgage Foreclosure

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

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

The Bank of New York Mellon v. CNMB (Jones, 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

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 (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 (Marcaisse, 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

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

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

**VI. Bankruptcies:**

- \* 17315 Collins Avenue, LLC, dba Sole on the Ocean, dba Alba Mare  
Adeleke, Mary M.  
American LaFrance LLC  
American Home Mortgage Holdings

B&R Property Management, Inc.  
Barros, Carlos D (Fogovivo North Miami)  
Blockbuster  
Cadet, Jean & Marie  
Carcamo, Ana Maritza  
Carl's Furniture, Inc.  
Casa Bonita Garden, LLC  
Chin, Danielle Juliet  
Cimax USA, LLC  
Curbelo, Federico  
Diaz, Leonardo  
Drummond, Errol  
Filene's Basement, Inc.  
Innovida Group  
Jennifer Convertibles  
Kazi Foods of Florida, Inc.  
K&S Foods LLC  
Lauriston, Charles  
Mastellone, Guy  
Phelan, Michael  
Pretel, Joseph  
Ravazzani, Robert  
Rife, Joseph Alan  
Russel Harold  
Siahaya, Jermias  
South Pointe Family and Children Center  
Urruchi, Gloria  
Vartec Telecom, Inc.  
Vitro America  
Ward, Sampson

**DISCHARGED**

**\*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, March 6, 2012

---

**RE:** Resolution No. R2012-21 (Public Services Director Shari Kamali)

---

**BACKGROUND:** In the past two annual cycles, the City has been successful in obtaining funding for the Automated Meter Reading (AMR) Project via the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program. To date, the City is approved for low-interest loan funding in the amount of \$6,284,512.

For the 2012 funding cycle, FDEP has allocated an additional amount of \$4,253,990. This additional funding eligibility will enable the City to complete the entire project. Attached is Amendment 2 to loan agreement DW130130, which requires Council authorization for the City Manager to execute the amendment and receive the additional funding.

**RECOMMENDATION:** It is respectfully recommended that the City Council approve this resolution authorizing the City Manager to accept and execute Amendment 2 to the FDEP SRF loan agreement DW130130, which increases the loan amount by \$4,253,990. This item was approved by the Public Utilities Commission at its February 22, 2012 meeting.

**FISCAL IMPACT:** The city will receive an additional \$4,253,990 from the State Revolving Fund.

**CONTACT PERSON(S):** Shari Kamali, Director of Public Services  
Karl C. Thompson, P.E., Assistant Director of Public Services

---

**ATTACHMENTS:**

□ [Resolution No. R2012-21](#)

**RESOLUTION NO. R2012-21**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE STATE REVOLVING FUND LOAN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SECOND PHASE OF THE FIXED NETWORK AUTOMATED METER READING PROJECT FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$4,253,990; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and City Council, on December 7, 2010, approved Resolution R2010-79 authorizing the City Manager to apply for and enter into State Revolving Fund (“SRF”) Loan Agreement DW 130130 with the Florida Department of Environmental Protection (“FDEP”) in the amount of \$2,434,815 for the first phase of the Fixed Network Automated Meter Reading Project (“AMR”) to convert approximately 10,000 of 34,000 existing meters to a new automated reading system; and

**WHEREAS**, the Mayor and City Council, on December 6, 2011, approved Resolution R2011-64 authorizing the City Manager to execute Amendment 1 to the loan agreement, for an additional \$3,849,697 in funding toward the second phase of the AMR Project; and

**WHEREAS**, for the 2012 funding cycle, the Florida Department of Environmental Protection has allocated an additional \$4,253,990 in available loan funds to be used by the City for the AMR Project, which will enable to City to complete the project in its entirety; and

**WHEREAS**, the continued implementation and completion of the Automated Meter Reading Project will increase efficiency in meter reading and billing, will assist with the City’s

**RESOLUTION R2012-21**



water conservation efforts, and will prevent customers from having substantial bills due to undetected water leaks; and

**WHEREAS**, the City recognizes that there are certain record keeping requirements and goals associated with this funding. Those requirements include adherence with the FDEP's standard supplemental conditions and Davis-Bacon wage rate provisions; and

**WHEREAS**, the Public Utilities Commission of the City of North Miami Beach, at its public meeting held on February 22, 2012, approved by a vote of 3 to 1 to amend the SRF Loan Agreement DW 130130 to be used for the completion of the second phase of the AMR Project.

**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 approve the Amendment to SRF Loan Agreement DW130130 between the City of North Miami Beach and the Florida Department of Environmental Protection, and authorize the City Manager to accept and execute the Amendment to increase the loan amount by \$4,253,990.00 for the continued funding and implementation of the Automated Meter Reading Project.

**Section 3. Designation of City Representative.** The City Manager is hereby designated as the authorized representative to (a) act as the City's representative in carrying out the City's responsibilities under the loan agreement, and (b) delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**Section 4. Authority to Enter Into and Carry Out Loan Requirements.** The Council hereby authorizes the City Manager to execute any loan agreement on behalf of the Council in accordance with and as required by law to secure the loan.

**Section 5. Pledged Revenues.** The Council hereby authorizes the use of water utility system revenues for the repayment of the State Revolving Fund loan, which pledged revenues shall consist of net water revenues remaining after payment of debt service on the City's outstanding water system utility revenue bonds, the water system utility refunding revenue bonds, previously executed SRF low-interest loans, and other such City water system debt instruments as may exist as of the date of this Resolution.

**Section 6. Authority.** The legal authority for the City to borrow money to construct the Project is Chapter 180, Florida Statutes.

**Section 7. Conflicts.** All prior resolutions or portions thereof in conflict with any of the provisions of this Resolution are hereby repealed.

**Section 8. Severability.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**Section 9. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_ day of **March, 2012**.

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor and City Council

**RESOLUTION R2012-21**



City of North Miami Beach  
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**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

---

**RE:** Resolution No. 2012-24 (City Manager Lyndon L. Bonner)

---

**BACKGROUND:** On February 21, 2012, the Council authorized by way of Ordinance Number 2012-3, the Mayor, the City Clerk, the City Attorney and the officers and agents of the City to perform all acts necessary to effectuate the issuance of not to exceed \$9,000,000 for the purpose of refinancing a loan agreement with the Florida Municipal Loan Council dated May 1, 2002. In order to limit the risk that interest rates will increase between today and the closing date, staff is requesting authorization for the City Manager to enter into an interest-rate lock with the approved lender.

**RECOMMENDATION:** Staff recommends that Mayor and Council approve the resolution to authorize the City Manager to enter into the interest-rate lock agreement with JPMorgan Chase Bank, N.A.

**FISCAL IMPACT:** There is no way of knowing the fiscal impact of locking in current interest rates versus future interest rates. There is however, a risk of loss associated with entering into the agreement. If the ordinance fails to pass second reading scheduled for March 20, 2012, the City would be required to pay a breaking fee that could be as high as 10% of the loan amount for every 10 basis point increment decrease in interest rates between the locked rate and the rate at the date the lock is broken.

**CONTACT PERSON(S):** Lyndon L. Bonner, City Manager  
Janette Smith, Finance Director

---

**ATTACHMENTS:**

- ▣ [Resolution No. R2012-24](#)
- ▣ [Exhibit A.](#)

**RESOLUTION NO. R2012-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF A FORWARD RATE LOCK IN CONNECTION WITH THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2012 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000 FOR THE PRIMARY PURPOSE OF REFINANCING THE ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS FOR INTEREST COST SAVINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach, Florida (the “City”) intends to issue a General Obligation Refunding Bond, Series 2012 (the “Bond”) in the principal amount of not to exceed \$9,000,000 for the primary purpose of refinancing its obligations pursuant to a Loan Agreement dated as of May 1, 2002, between the Florida Municipal Loan Council and the City (the “Refunded Loan”) to achieve interest cost savings; and

**WHEREAS**, the City adopted Resolution No. R2012-18 authorizing the City Manager to negotiate an agreement for direct purchase of the Bond with JPMorgan Chase Bank, N.A. (the “Bank”); and

**WHEREAS**, it is anticipated that an Ordinance authorizing the issuance and setting forth the terms and covenants of the Bond will be approved at a meeting of the City Council on March 20, 2012; and

**WHEREAS**, in order to lock in an attractive interest rate and associated interest cost savings prior to March 20, 2012, and given the volatility of the financial markets, the City desires to enter into a Forward Rate Lock, in substantially the form attached hereto as Exhibit A, in which case the City shall be subject to the terms and conditions therein, including the payment of a breakage fee under certain circumstances if the transaction is not closed.

**NOW THEREFORE,**

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

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

**Section 2. Approval of the Forward Rate Lock.** The City Manager is hereby authorized to approve, execute and deliver the Forward Rate Lock, in substantially the form attached hereto as Exhibit A, so long as the interest rate is not greater than 2.5% per annum.

**Section 3. Severability.** If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

**Section 4. Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

**Section 5. Rules of Interpretation.** Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 6. Captions.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 7. Members of the City Council Not Liable.** No covenant, stipulation, obligation or agreement contained in this Resolution or the Forward Rate Lock shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any Person executing the Forward Rate Lock shall be liable personally on the Forward Rate Lock or this Resolution or shall be subject to any personal liability or accountability by reason of the execution of the Forward Rate Lock or this Resolution.

**Section 8. Authorizations.** The members of the City Council of the City, the Mayor, the City Manager and the City's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Forward Rate Lock and this Resolution. All action taken to date by the officers, attorneys and any other agents and employees of the City in furtherance of the execution and delivery of the Forward Rate Lock is hereby approved, confirmed and ratified.

**Section 9. Repealer.** This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

**Section 10. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** BY THE City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_\_ day of **March, 2012**.

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

**EXHIBIT A**

**FORM OF FORWARD RATE LOCK**



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**Exhibit III**
**Forward Rate Lock**


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**This forward-starting fixed rate lock-in is attached to and made a part of that certain Commitment Letter dated \_\_\_\_\_, 20\_\_ issued by the Bank, JPMorgan Chase Bank, N.A., and accepted by the Borrower, \_\_\_\_\_.**

Rate Lock Date: \_\_\_\_\_, 20\_\_

Rate Lock Funding Date: \_\_\_\_\_, 20\_\_

Rate Lock Amount \$ \_\_\_\_\_

Rate \_\_\_\_\_%

In order to lock the rate for this transaction, Borrower agrees that if for any reason (other than Bank's gross negligence or willful misconduct) the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay to Bank a Reinvestment Premium within 5 business days of Bank's written request. "Reinvestment Premium" means the difference of:

- (i) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report effective on the Rate Lock Date and
- (ii) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report as effective on the Rate Lock Funding Date.

If (ii) is greater than (i) then, no Reinvestment Premium is due. If (i) is greater than (ii), the difference shall be paid to Bank as stated above. "Scheduled Payments" means \_\_\_\_\_ (number and frequency of payments excluding the balloon, if applicable) installments of \$ \_\_\_\_\_ each and a \$ \_\_\_\_\_ (amount of the balloon payment) final installment of \$ \_\_\_\_\_ scheduled to be paid on \_\_\_\_\_, 20\_\_ (maturity date).

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City of North Miami Beach  
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## MEMORANDUM

 Print

---

**TO:** Mayor and City Council

**FROM:** Police Officers & Firefighters Pension Board

**DATE:** Tuesday, March 6, 2012

---

**RE:** Ordinance No. 2012-4 - First Reading By Title Only (Plan Administrator Martin Lebowitz)

---

**BACKGROUND:** Recent changes to State Statute require several amendments to the Police Officers and Firefighters' Retirement Plan in order to maintain eligibility for receipt of state premium tax revenues. An amendment to the City Code is necessary to permit such new obligations and conditions.

**RECOMMENDATION:** Approval of this Ordinance is recommended.

**FISCAL IMPACT:**

**CONTACT PERSON(S):** Martin Lebowitz, Plan Administrator

---

### ATTACHMENTS:

- ❑ [Ordinance No. 2012-4](#)
- ❑ [Actuarial Impact Statement](#)

**ORDINANCE NO. 2012-4**

**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 VI, OPTIONAL FORMS OF RETIREMENT INCOME; 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 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 a majority of trustees 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. 2012-4**

**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 VI, Section 6.06, Optional Forms of Retirement Income, 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:

**Changes of Joint Pensioner, Beneficiary or Beneficiaries** - If a participant has elected an option with a joint pensioner or beneficiary (or beneficiaries) and his or her retirement income benefits have commenced, he or she may thereafter change his or her designated joint pensioner or beneficiary (or beneficiaries) provided, He or she may do so only in the case where the designation to be changed is one involving a joint pensioner, if the joint pensioner last previously designated by him or her is alive and evidence of good health provided when he or she files with the Retirement Committee his or her request for such change. The consent of a participant's joint pensioner or beneficiary (or beneficiaries) to any such change shall not be required. In the alternative, a participant may change his or her designated joint pensioner or beneficiary up to two times as provided in Section 175.333, and Section 185.161, Florida Statutes, without the approval of the board of trustees or the current joint survivor or designated beneficiary. The member need not provide proof of the good health of the joint survivor or beneficiary being removed, and the joint survivor or beneficiary being removed need not be living. The amount of the retirement income payable to the member upon the designation of a new joint survivor or beneficiary shall be actuarially determined taking into account the age and sex of the former joint pensioner, the new joint pensioner, and the member, with the new benefit actuarially equivalent to the original benefit. Each such designation shall be made in writing on a form prepared by the board of trustees, and the completed form must be received and accepted by the board of trustees in order to take effect.

**ORDINANCE NO. 2012-4**

**Section 3.** 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 affect 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 4.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or 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 5.** This Ordinance shall take effect upon adoption.

APPROVED BY TITLE ONLY on first reading this \_\_\_\_ day of March, 2012.

APPROVED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM

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

Sponsored by: Mayor & Council

**ORDINANCE NO. 2012-4**

February 24, 2012

Mr. Martin Lebowitz  
17011 NE 19<sup>th</sup> Ave.  
Room #311  
North Miami Beach, Florida 33162

*Re: City of North Miami Beach Police  
and Fire Retirement Plan – Actuarial  
Impact Statement*

Dear Marty:

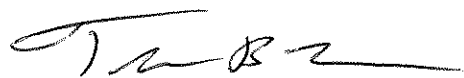
I have reviewed the proposed Ordinance amending Article VI Optional Forms of Retirement Income and I have the following comments:

I expect that this change will add approximately \$85,000 to the City's annual contribution. This is based on an estimated increase of 1.5% in active member liabilities and 0.4% in retiree liabilities. This is my best estimate of the antiselection cost associated with this change and represents approximately 10% of the maximum cost. The maximum cost is unlikely to occur and coming up with a more refined estimate is difficult without any experience. If you need more information, please see my earlier correspondence to the Board on this topic.

I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this letter.

Sincerely,

**BOLTON PARTNERS, INC.**



Thomas B. Lowman, FSA, EA, MAAA



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

## MEMORANDUM

 Print

---

**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

---

**RE:** Ordinance 2012-6 - First Reading By Title Only (City Attorney Darcee S. Siegel)

---

**BACKGROUND:** In April 2006, Council created a Deferred Retirement Option Program ("DROP") for the General Employees Retirement Plan at an annual interest rate of 6.5% compounded monthly. The retirement plan provides that the interest rate of the DROP accounts may be changed by the Retirement Committee. In a pension meeting held on February 16, 2012, the Committee voted to reduce the interest rate on each member's DROP account to 3% compounded monthly effective April 1, 2012.

**RECOMMENDATION:** Council approval is respectfully requested.

**FISCAL IMPACT:** This Ordinance will have no immediate fiscal impact to the City in FY 2012, but will reduce the future liability of the General Employees Retirement Plan.

**CONTACT PERSON(S):** Darcee S. Siegel, City Attorney  
Mac Serda, Assistant City Manager

---

### **ATTACHMENTS:**

- ▣ [Ordinance No. 2012-6](#)

**ORDINANCE NO. 2012-6**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 2, PARAGRAPH 9, OF ORDINANCE 2006-6 LOWERING THE INTEREST RATE ON EACH MEMBER'S DROP ACCOUNT FROM 6.5% COMPOUNDED MONTHLY TO 3% COMPOUNDED MONTHLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 4, 2006, the Mayor and City Council adopted on second reading the creation of a Deferred Retirement Option Program ("DROP") for the City of North Miami Beach Retirement Plan that's covers the City's general employees; and

**WHEREAS**, as a condition of the DROP, each member's DROP account was to be credited with interest at the rate of 6.5% compounded monthly; and

**WHEREAS**, the General Employees Retirement Plan ("Plan") provides that the interest rate of the DROP account may be changed from time to time by the Retirement Committee; and

**WHEREAS**, a majority of Plan participants had approved by referendum that the interest rate on DROP accounts would be subject to change periodically; and

**WHEREAS**, at the regularly-scheduled General Employees Pension Meeting on February 16, 2012, the Retirement Committee (Board of Trustees), after reviewing the investment performance of the Plan's investment portfolio in which the DROP account assets are invested and conferring with the Plan's investment consultant, voted to reduce the interest rate on each member's DROP account; and

**WHEREAS**, at the February 16, 2012 General Pension Meeting, the Board of Trustees further agreed to review the rate of interest on a yearly basis and to determine at that time what the appropriate rate should be; and

**ORDINANCE NO. 2012-6**



**WHEREAS**, the Mayor and City Council recommend that the Board of Trustees' vote to reduce the interest rate of DROP accounts from 6.5% compounded monthly to 3% compounded monthly be adopted.

**NOW, THEREFORE,**

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

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

**Section 2.** Section 2, Paragraph 9 of Ordinance No. 2006-6 is hereby amended as follows:

9. The DROP account is a bookkeeping account within the Fund. The money that is credited to a member's DROP account will be commingled with all other monies in the Fund. Each member's DROP account will be credited with interest at the rate of 6.5% through March 31, 2012, and reduced to 3.0% effective April 1, 2012, compounded monthly. The amount may be changed from time to time by the Retirement Committee. Any change will be prospective only. The interest credited to the DROP account may never be greater than the investment return actuarial assumption.

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

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

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

**Section 6.** This Ordinance shall take effect April 1, 2012.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_ day of March, 2012.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2012.

**ATTEST:**

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

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

**APPROVED AS TO FORM**

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

Sponsored by: Mayor & City Council



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

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, March 6, 2012

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**RE:** Ordinance No. 2012-7 - First Reading By Title Only (Code Compliance Manager Eric Wardle)

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**BACKGROUND:** The code citation will provide the Code Enforcement Office with an additional tool to quickly resolve code violations that can be easily corrected and the violation resolved without the needed delay of a Code Board hearing. The citation process will also assist in reducing the backload of cases and provide quicker resolution to Code Violations needing a Code Board hearing. Anyone has the ability to appeal a code citation and request a hearing of the Code Board.

**RECOMMENDATION:** Approval.

**FISCAL IMPACT:** N/A

**CONTACT PERSON(S):** Eric Wardle, Code Compliance Manager

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### ATTACHMENTS:

 [Ordinance No. 2012-7](#)

**ORDINANCE NO. 2012-7**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XIV SECTION 14-8.22(C) OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED “ENFORCEMENT OF MUNICIPAL CODES OR ORDINANCES” BY PROVIDING FOR AN APPEAL HEARING PROCESS AND BY PROVIDING A SCHEDULE OF CIVIL PENALTIES FOR CODE ENFORCEMENT CITATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Code allows for the issuance of citations for Code violations; and

**WHEREAS**, a corresponding fee schedule is required in the City Code to allow these citations to be issued; and

**WHEREAS**, the Mayor and City Council recognize this process allows the violator to pay a civil penalty to avoid appearing before the Code Board or Special Magistrate; and

**WHEREAS**, the Mayor and City Council find this process will greatly reduce the time needed to conduct hearings; and

**WHEREAS**, the Mayor and City Council realize that violators who correct the violation and pay the fine will not have to take time from their schedules to attend a hearing; and

**WHEREAS**, the Mayor and City Council desire to make addressing Code violations as convenient for the violator as possible; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach acknowledge the need to streamline the Code enforcement process by making it easier for violators to correct and pay for their violations without having the added pressure of fines and liens accruing against their property.

**ORDINANCE NO. 2012-7**

**NOW, THEREFORE,**

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

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

**Section 2.** Chapter XIV, Section 14-8.22 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section -14-8.22(c) Enforcement of Municipal Codes or Ordinances.**

**3. A citation issued by a Code Enforcement Officer shall include:**

- (a) The date and time of issuance.**
- (b) The name and address of the person to whom the citation is issued.**
- (c) The date and time the violation was committed.**
- (d) A statement of facts.**
- (e) The section number or ordinance violated.**
- (f) The procedure to follow in order to pay the civil penalty or contest the citation.**
- (g) The civil penalty if the person either elects to contest the citation or elects not to contest the citation.**
- (h) A statement indicating that failure to pay the civil penalty within the time allowed or failure to appear to contest the citation shall waive the right to contest the citation and judgment may be entered against the person.**

**4. Any person who willfully refuses to sign and accept a citation issued by a Code Enforcement Officer shall be guilty of a misdemeanor of the second degree, punishable as prescribed under Florida Statutes.**

**5. Any person who elects to contest the citation shall submit a written request to the Code Compliance Division and a hearing will be scheduled before the Code Enforcement Board or a Special Master appointed by the City, pursuant to sections 14-8.13 thru 14-8.21 of this code.**

**6. Schedule of Civil Penalties:**

**(a) 1<sup>st</sup> offense: \$100**

**(b) 2<sup>nd</sup> Offense: \$200**

**(c) 3<sup>rd</sup> and subsequent offenses: \$500**

**Each day a violation exists shall be considered a separate offense.**

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

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

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

**APPROVED BY TITLE ONLY** on first reading this 6<sup>th</sup> day of March, 2012.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2012.

**ATTEST:**

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

**(CITY SEAL)**

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

**APPROVED AS TO FORM**

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

**Sponsored by: Mayor and City Council**

**ORDINANCE NO. 2012-7**



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## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Darcee S. Siegel, City Attorney  
**DATE:** Tuesday, March 6, 2012

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**RE:** Ordinance No. 2012-2 (Previously No. 2011-17) - Second and Final Reading (City Attorney Darcee S. Siegel)

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**BACKGROUND:** Section 2-61.2 of the City's Code of Ordinances entitled "Membership" clearly sets forth criteria for four of the five trustees on the Police and Fire Pension Board, however, the Code is silent as to any criteria for the fifth Board member. By creating criteria for the fifth Board member, the Board will have a better working knowledge of pension issues and will be better able to serve as a Board Trustee. In addition to creating criteria for the fifth Board member, confusion has arisen as to which three of the Board members constitute a quorum, thus requiring a need to amend Section 2-61.5 of the Code of Ordinances entitled "Quorum" to further clarify which three Board members constitute a quorum of the Board.

**RECOMMENDATION:** Approval.  
**FISCAL IMPACT:** None.  
**CONTACT PERSON(S):** Darcee S. Siegel, City Attorney

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### ATTACHMENTS:

❑ [Ordinance 2012-2](#)

**ORDINANCE NO. 2012-2**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 2-61 OF THE CODE OF ORDINANCES ENTITLED “POLICE AND FIRE PENSION BOARD” BY SUGGESTING THAT THE FOUR BOARD OF TRUSTEES MEMBERS ON THE POLICE AND FIRE PENSION BOARD CONSIDER THE FIFTH CANDIDATE'S QUALIFICATIONS PRIOR TO SELECTING THE FIFTH MEMBER OF THE BOARD AND FURTHER CLARIFYING WHICH THREE (3) MEMBERS OF THE BOARD CONSTITUTE A QUORUM FOR PURPOSES OF A MEETING; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, this Ordinance was passed on first reading by the Mayor and City Council on October 4, 2011; and

**WHEREAS**, prior to adopting the amendments on second reading, an Attorney General Opinion was sought; and

**WHEREAS**, the Attorney General has rendered an opinion consistent with the new proposed amendments to Section 2-61 of the Code of Ordinances entitled "Police and Fire Pension Board"; and

**WHEREAS**, the trustees of the Police and Fire Pension Board (“Board”) play an integral role regarding the Police and Firefighters Pension Plan; and

**WHEREAS**, while Section 2-61.2 of the City’s Code of Ordinances entitled “Membership” clearly sets forth criteria for four of the five trustees on the Board (i.e. two Plan members and two City residents), the Code is silent as to any criteria for the fifth Board member; and

**ORDINANCE NO. 2012-2**



**WHEREAS**, in order to serve the Police and Firefighters Pension Plan better, the Mayor and City Council believe that the four Board of Trustees members on the Police and Fire Pension Board should consider the fifth candidate's potential qualifications prior to selecting that individual; and

**WHEREAS**, such potential qualifications could include expertise in accounting or financial planning an actuarial background, and being totally independent of the Plan; and

**WHEREAS**, the Mayor and City Council further believe that the creation of criteria for the fifth Board member will provide the Board with a better working knowledge of pension issues and will enable the Board to better serve as trustees; and

**WHEREAS**, in addition to the need for creation of criteria for the fifth Board member, confusion has arisen as to which three of the Board members constitute a quorum, thus requiring a need to amend Section 2-61.5 of the Code of Ordinances entitled “Quorum” to clarify further which three (3) Board members constitute a quorum of the Board; and

**WHEREAS**, by clearly stating which three (3) Board members constitute a quorum, any ambiguity and confusion that exist will be eliminated; and

**WHEREAS**, the Mayor and City Council recognize that the Police and Fire Pension Board would function more effectively if the qualifications of the fifth Board member were considered by the Board of Trustees prior to choosing the fifth member, and if the quorum of the board was clearly defined.

**NOW, THEREFORE,**

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

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

**Section 2.** Section 2-61.2 entitled "Membership" and Section 2-61.5 entitled "Quorum", of the Code of Ordinances of the City of North Miami Beach, are hereby amended as follows:

**Section 2-61.2 Membership**

The Board of Trustees shall consist of five members. ~~Two of whom~~ Board members, unless otherwise prohibited by law, shall be legal residents of the City who shall be elected officials or original appointment designees. ~~Two of whom~~ Board members 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. The four Board of Trustees members should consider the fifth Board member's potential qualifications prior to selecting the fifth member. Such qualifications as expertise in either accounting or financial planning, an actuarial background, and being totally independent of the Plan should be considered.

The fifth Board member shall be chosen by a majority of the previous four members. Upon receipt of the fifth person's name, the City Council shall, as a ministerial duty, appoint such person to the Board as its fifth member.

**Section 2-61.5 Quorum**

Each member of the Retirement Committee shall be entitled to one vote on the Committee. Three (3) concurring votes shall be necessary for a decision by the members of any meeting of the Board. ~~and~~ Three (3) members shall constitute a quorum of the Police and Fire Pension Board, one of whom must be a legal resident of the City and one of whom must be a member of the Plan.

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

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

**Section 5.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this

Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

**APPROVED BY TITLE ONLY** on first reading this **21<sup>st</sup> day of February, 2012.**

**APPROVED AND ADOPTED** on second reading this \_\_\_ **day of \_\_\_\_\_, 2012.**

**ATTEST:**

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

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

**APPROVED AS TO FORM**

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

Sponsored by: Mayor & Council