



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue  
North Miami Beach, FL 33162  
**Tuesday, May 15, 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

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 **Miami Dade League of Cities Presentation by Luis Gonzalez (President, Miami Dade League of Cities) and Mayor Juan Carlos Bermudez (City of Doral)**
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 Appointment of Vice Mayor (City Clerk Pamela L. Latimore)**

## **8. CONSENT AGENDA**

### **8.1 Resolution No. R2012-39 (Public Services Director Shari Kamali)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PBS&J (NOW ATKINS NORTH AMERICA, INC.) FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PATRICIA MISHCON ATHLETIC FIELD EXPANSION PROJECT.

### **8.2 Resolution No. R2012-43 (Finance Director Janette Smith)**

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 FIRST SOUTHWEST COMPANY FOR FINANCIAL ADVISORY SERVICES FOR THE CITY OF NORTH MIAMI BEACH.

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

### **9.1 Budget Calendar**

### **9.2 Budget Transfer Request**

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

### **10.1 Litigation List**

As of May 15, 2012.

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

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

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

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

## **15. DISCUSSION ITEMS - None**

## **16. LEGISLATION**

### **16.1 Resolution No. R2012-37 (Finance Director Janette Smith)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING A FUND BALANCE POLICY TO PROVIDE DEFINITIONS OF FUND BALANCE CLASSIFICATIONS; TO PROVIDE AUTHORITY FOR CHANGES IN CLASSIFICATIONS; AND TO ESTABLISH MINIMUM LEVELS OF UNASSIGNED FUND BALANCE IN THE GENERAL FUND.

**16.2 Resolution No. R2012-38 (Finance Director Janette Smith)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY IN ACCORDANCE WITH SECTION 218.415, FLORIDA STATUTES, ESTABLISHING INVESTMENT OBJECTIVES AND PARAMETERS FOR THE MANAGEMENT OF SURPLUS PUBLIC FUNDS OF THE CITY OF NORTH MIAMI BEACH, FLORIDA.

**16.3 Resolution No. R2012-41 (City Planner Christopher Heid)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING AN AFTER-THE-FACT VARIANCE FROM SECTION 24-44(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TWO FEET (2') OF THE MINIMUM REQUIRED INTERIOR SIDE YARD SETBACK OF FIVE (5'), WHERE INTERIOR SIDE YARD SETBACK OF THREE FEET (3') IS EXISTING ON PROPERTY LEGALLY DESCRIBED AS: LOT 13, BLOCK 9, OF FULFORD BY THE SEA SECTION "E", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL A/K/A 1687 NE 174 Street North Miami Beach, Florida (P&Z Item No. 12-518 of April 9, 2012).

**16.4 Resolution No. R2012-42 (City Planner Christopher Heid)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN MODIFICATION TO A SITE PLAN PREVIOUSLY APPROVED UNDER RESOLUTION NO. R2011-20 FOR THE CONSTRUCTION OF A ONE-STORY DORMITORY BUILDING ON A 126,653 SQUARE FOOT (2.9 ACRE) PARCEL OF LAND, ON PROPERTY LEGALLY DESCRIBED AS: (LENGTHY LEGAL - SEE ATTACHED EXHIBIT ("A")) A/K/A 1055 Miami Gardens Drive North Miami Beach, Florida (P&Z Item No. 12-522 of April 9, 2012).

**16.5 Resolution No. R2012-44 (City Manager Lyndon L. Bonner)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO TRANSFER AN AMOUNT OF \$12,393 FROM THE LEGISLATIVE CONTINGENCY ACCOUNT INTO THE GENERAL FUND LEISURE SERVICES DEPARTMENT TENNIS CENTER UTILITY SERVICES ACCOUNT FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2011.

**16.6 Ordinance No. 2012-4 - First Reading By Title Only (City Attorney Darcee S. Siegel)**

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; AND PROVIDING FOR AN

EFFECTIVE DATE.

**16.7 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.

**16.8 Ordinance No. 2012-10 -First Reading by Title Only (City Planner Christopher Heid)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER 24, ARTICLE V, ENTITLED "ZONING USE DISTRICTS", BY DELETING SUB-SECTION (4) OF SECTIONS 24-41, 24-42, AND 24-43 OF THE CITY'S CODE OF ORDINANCES REGARDING EXCEPTIONS TO SETBACK REQUIREMENTS IN THE RS-1, RESIDENTIAL SINGLE-FAMILY DISTRICT, RS-2 RESIDENTIAL SINGLE-FAMILY DISTRICT, AND THE RS-3 RESIDENTIAL SINGLE-FAMILY DISTRICT; 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.

**17. CITY COUNCIL REPORTS**

**18. NEXT REGULAR CITY COUNCIL MEETING**

**19. ADJOURNMENT**



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, May 15, 2012

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**RE:** Resolution No. R2012-39 (Public Services Director Shari Kamali)

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**BACKGROUND:** The City of North Miami Beach issued a Request for Qualifications (RFQ) No. 2009-23 to contract with a qualified professional architecture and engineering services firm for the Arthur Snyder Tennis Center and Patricia Mishcon Athletic Field expansion projects.

Resolution No. 2009-74 was approved on December 1, 2009, in which the Mayor and Council of the City of North Miami Beach authorized the City Manager to negotiate with PBS&J (now Atkins North America Inc.), the first ranked firm, for professional architectural and engineering services for Arthur Snyder Tennis Center and Patricia Mishcon Athletic Field expansion projects.

Furthermore, the City Council of North Miami Beach authorized the City Manager via Resolution No. 2010-05 on January 19, 2010 to execute an agreement between the City of North Miami Beach and PBS&J (now Atkins North America, Inc.) for design services for the Arthur Snyder Tennis Center Expansion project; however, due to insufficient funding, the Mishcon Field Expansion Project was not part of this negotiation.

The City of North Miami Beach staff did negotiate with PBS&J (now Atkins North America, Inc.) in March 2012 and was able to reach and agreement for professional architecture and engineering services for the Mishcon Field Expansion project.

**RECOMMENDATION:** It is the staff's recommendation to execute a contract with PBS&J (now Atkins North America, Inc) for the professional

architectural and engineering services for the Patricia Mishcon Athletic field expansion project.

**PROPOSED VENDOR:**

PBS&J (now Atkins North America, Inc)  
2001 NW 107 Avenue  
Miami, FL 33172-2507

Notices were electronically mailed to 2,583 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 October 8, 2009. 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:**

Expenditure: \$ 74,672  
Budgeted amount: \$ 75,000  
Account No: 010850-519830  
Project No: 851204-633999

**CONTACT PERSON(S):**

Shari Kamali, Director of Public Services  
Jeff An, Assistant Director  
Brian K. O'Connor, Chief Procurement Officer

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**ATTACHMENTS:**

- ❑ [Scope](#)
- ❑ [Resolution No. R2012-39](#)
- ❑ [2009-23 Agreement](#)

## **SCOPE OF SERVICES**

### **City of North Miami Beach Mishcon Field Construction Documents: Phase II Improvements March 6, 2012**

Pursuant to RFQ 2009-23, this Scope of Services (Scope) includes professional services for: civil engineering, landscape architecture, irrigation system design, site electrical engineering, technical review board site plan review, and permitting.

The basis of this scope will include Phase II Improvements:

- One grass multi-purpose field, including furnishings such as bleachers, goals and netting
- Parking lot demolition under new multipurpose field
- Existing parking lot overlay and striping
- Landscaping, hardscape and irrigation
- Associated site lighting
- Associated grading and drainage
- Fence relocation as necessary
- Stormwater management system

#### **Construction Documents: Phase II**

Construction Documents will be prepared utilizing AutoCAD on base survey information provided by the City. Survey shall be provided in state plane coordinate system and identify locations of all visible surface improvements (stormwater structures, valve covers, manholes, etc.). The plans generally consist of the following information:

1. Key Map/General Notes/Landscape Notes
2. Site/Civil Engineering Plans and Details
3. Hardscape Plans and Details
4. Planting Plans and Details
5. Irrigation Plans and Details
6. Electrical Plans and Details

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

##### **General**

1. Kick off meeting and site visit with City and design team
2. Perform QA/QC review
3. Submit draft outline specifications
4. Submit 60% plans to city staff, attend Technical Review Board (TRB), Planning and Zoning (P&Z) Board, and City Council Meetings for site plan presentations and approvals

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

The 60% design phase includes contacts with all the regulatory agencies in order to advise them of the project and to obtain their preliminary input on permitting requirements. Atkins will attend pre-application meetings with DERM Water Control and South Florida Water

Management District (SFWMD) to discuss stormwater management-design criteria. Atkins will prepare conceptual (60%) site engineering plans addressing permit conditions. Plans will include Site Layout, Demolition, Paving, Grading, Drainage, and Erosion Control Plans. The following is a listing of anticipated tasks:

1. One (1) meeting each with DERM Water Control and SFWMD.
2. One (1) meeting with Miami Dade Public Works.
3. Preparation of design development (60%) site/civil engineering, landscape, irrigation and hardscape plans addressing permit conditions. Plans will include Site Layout, Demolition, Paving, Grading, Drainage, and Erosion Control Plans, including the design of the stormwater management system, and submit to the City for review and comments.
4. Prepare draft of the civil engineering components of the Environmental Resources Permit application (ERP) for submittal to SFWMD and DERM for stormwater management permitting, if necessary
5. Prepare draft of a Class II stormwater management permit application for submittal to DERM, if necessary.

### **Site Electrical Engineering**

The 60% design phase will include a site visit and a coordination meeting with the City on the type of luminaire and light pole to use for the parking lot lighting. Atkins will prepare preliminary lighting calculations, preliminary voltage drop calculations, and will then prepare (60%) site electrical plans. Plans would include light fixture layout, demolition, and proposed lighting plans for the parking lot. The following is a listing of anticipated tasks:

1. Prepare lighting calculations.
2. Prepare voltage drop calculations.
3. Coordination with FPL on the existing electrical service and anticipated modifications (if any).
4. Power and connection to irrigation controllers.
5. Preparation of preliminary (60%) lighting plans for Phase II, including the location of the light poles and underground wiring.
6. Prepare Phase II photometric plan showing maintained foot candle values at the parking lot.

### **Task 2: Construction Documents 100%**

#### **General**

1. Construction Documents 100%.
2. Attend one (1) progress meetings with the city.
3. Perform QA/QC review.
3. Submit 100% plans to the City for review and comments.
4. Submit final specifications.
5. Address all final review comments from the City and permit agencies.



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

1. Address all 60% review comments from the City.
2. Finalize Miami Dade Public Works Utility, Connection, and Drainage permit applications.
3. Advance paving, grading, drainage, landscape, irrigation, and hardscape plans to the 100% design level.
4. Finalize technical specifications.
5. Submit ERP application package for SFWMD and DERM for the stormwater management system, if necessary
6. Submit Class II permit application to DERM, if necessary.

### **Site Electrical Engineering**

1. Address all 60% review comments from the City.
2. Advance Phase II and photometric lighting plans to the 100% design level.

### **Task 3: Permitting**

#### **Engineering Permitting**

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

1. Attend all necessary meeting(s) each with DERM and the SFWMD for stormwater management permit review clarifications, to obtain these permits.
2. Respond to requests for additional information (RAI) from the City of North Miami Beach, DERM, SFWMD, and Miami Dade Public Works, as necessary.

#### **Task 4: Cost Estimating**

An initial cost estimate will be provided at the 60% submittal phase and an update to the initial estimate will be performed at the 100% submittal. The cost estimate will be in Excel format with single unit price inclusive of material, labor, and equipment. Cost estimates will include an Estimate/Design Contingency as applicable. Moreover, cost allowances will be utilized as applicable and appropriate to the stage of design.

#### **Compensation**

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

## SERVICES NOT INCLUDED

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

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

- Development of any specialized FF&E cost estimates, reviews, and comparisons with other cost estimates (from the Owner and/or GC).
- Additional or “In-Between” cost estimates are not included in above-noted scope of work.
- It should be noted that the proposed fees for cost estimate support is contingent upon performing two (2) estimates. If any of the estimates is deducted from the scope of services, the fee of the remaining estimate(s) will increase.

#### ITEMS FURNISHED BY THE OWNER

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

**Exhibit B  
COMPENSATION**

**City of North Miami Beach  
Mishcon Field Construction Documents: Phase II Improvements  
March 6, 2012**

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

<b>Construction Documents: Phase II</b>	
<b>Task 1 : Construction Documents 60%</b>	<b>\$ 35,038</b>
<b>Task 2: Construction Documents 100%</b>	<b>\$ 27,530</b>
<hr/>	
Subtotal: Design Services	\$ 62,568
<b>Task 3: Permitting</b>	<b>\$ 4,993</b>
<b>Task 4: Cost Estimating</b>	<b>\$ 5,611</b>
<hr/>	
Subtotal: Special Services	\$ 10,604
<b>Expenses</b>	<b>\$ 1,500</b>
<hr/>	
<b>Project Lump Sum Total:</b>	<b>\$ 74,672</b>

**RESOLUTION NO. R2012-39**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PBS&J (NOW ATKINS NORTH AMERICA, INC.) FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PATRICIA MISHCON ATHLETIC FIELD EXPANSION PROJECT.**

**WHEREAS**, the City of North Miami Beach ("City") issued a Request for Qualifications (RFQ) No. 2009-23 to contract with a qualified professional architectural and engineering services firm for the Arthur Snyder Tennis Center and the Patricia Mishcon Athletic Field expansion projects; and

**WHEREAS**, on December 1, 2009, the Mayor and City Council approved Resolution No. 2009-74 authorizing the City Manager to negotiate with PBS&J (now Atkins North America Inc.), the first-ranked firm, for professional architectural and engineering services for the Arthur Snyder Tennis Center and Patricia Mishcon Athletic Field expansion projects; and

**WHEREAS**, on January 19, 2010, the Mayor and City Council approved Resolution No. 2010-05 authorizing the City Manager to execute an agreement between the City and PBS&J (now Atkins North America, Inc.) for design services for the Arthur Snyder Tennis Center expansion project only; and

**WHEREAS**, in March, 2012, City staff negotiated with PBS&J (now Atkins North America, Inc.) and was able to reach an agreement for professional architectural and engineering services for the Patricia Mishcon Athletic Field expansion project; and

**WHEREAS**, based on the responses to RFQ No. 2009-23 and subsequent negotiations, the Mayor and City Council authorize the City Manager to execute an agreement between the

**RESOLUTION NO. R2012-39**

City and first-ranked PBS&J (now Atkins North America, Inc.) for engineering and architectural professional services for the Patricia Mishcon Athletic Field expansion 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 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 PBS&J (now Atkins North America, Inc.), in the amount of \$74,672.00 for the Patricia Mishcon Athletic Field expansion project, attached hereto as Exhibit “A” and incorporated herein by reference.

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



**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MISHCON ATHLETIC FIELD EXPANSION**

**RFQ #2009-23**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF NORTH MIAMI BEACH**, a Florida municipal corporation, hereinafter referred to as "**CITY**", and Atkins North America, Inc. (previously PBS&J) with its place of business, located at 2001 NW 107 Avenue, Miami, FL 33172 hereinafter referred to as "**CONSULTANT**".

**WITNESSETH:**

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

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

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

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

**NOW THEREFORE,**

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

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

**SECTION I - GENERAL PROVISIONS**

I.1 The CITY shall provide the following:

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

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

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

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

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

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

I.1.5 The CITY and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this contract. Neither the CITY nor the CONSULTANT shall assign, subcontract, or transfer its interest in this contract without the express written consent of the other.

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

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



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

**2.1 Preliminary Design Phase**

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

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

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

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

**2.2 Final Design/Construction Documents Phase**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.3 Bidding Phase**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 Standard of Care

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

**SECTION 3 - ADDITIONAL SERVICES**

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

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

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

3.2 Making measured drawings of existing construction.

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

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

3.4 Revising previously approved drawings or specifications to accomplish changes.

3.5 Providing Detailed Cost Estimates.

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

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

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

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

etc.

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

3.8 Providing art work, models, or renderings.

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

AGREEMENT.

3.10 Other related work.

**SECTION 4 - CITY'S RESPONSIBILITIES**

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

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

**SECTION 5 - TIME FOR COMPLETION**

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

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

**SECTION 6 - BASIS OF COMPENSATION**

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

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

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

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



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

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

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

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

**SECTION 7 - PAYMENT**

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

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

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

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

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

**SECTION 8 - RIGHT OF DECISIONS**

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

**SECTION 9 - OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

**SECTION 11 - NOTICES**

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

**CITY**

**CONSULTANT**

City of North Miami Beach  
Attention: Jeff An, Project Manager  
17050 N.E. 19<sup>th</sup> Avenue  
North Miami Beach, Florida 33162  
Telephone: 305-650-0000  
Fax: 305-650-0025

Atkins North America, Inc  
Attention: Kristin Caborn, Project Manager  
482 S. Keller Road  
Orlando, Florida 32810  
Telephone: 407-647-7275  
E-mail: klcaborn@pbsj.com

**SECTION 12 - AUDIT RIGHTS**

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

**SECTION 13 - SUBCONTRACTING**

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

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

**SECTION 14 - WARRANTY**

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

**SECTION 15 - TERMINATION OF AGREEMENT**

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

**SECTION 16 - DEFAULT**

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

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

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

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

**SECTION 18 - ENTIRETY OF AGREEMENT**

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

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

**SECTION 19 - NON-EXCLUSIVE AGREEMENT**

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

**SECTION 20 - CONSTRUCTION OF AGREEMENT**

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

**SECTION 21 - INDEPENDENT CONTRACTOR**

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

**SECTION 22 - NONDISCRIMINATION**

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

**SECTION 23 - AMENDMENTS**

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

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

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

**SECTION 25 - OTHER PROVISIONS**

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

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

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

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

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

WITNESS

CONSULTANT

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

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

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

CITY OF NORTH MIAMI BEACH

\_\_\_\_\_  
LYNDON L. BONNER  
CITY MANAGER

ATTEST

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
PAMELA LATIMORE  
CITY CLERK

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

(CITY SEAL)

**NAME CHANGE AMENDMENT  
FOR PROFESSIONAL SERVICES CONTRACT**

This Name Change Amendment made and effective this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, among Atkins North America, Inc. (formerly known as Post, Buckley, Schuh & Jernigan, Inc., (d/b/a PBS&J) (hereinafter "Atkins") and City of North Miami Beach, Florida, a chartered City and a political subdivision of the State of Florida (hereinafter "City").

WITNESSETH:

WHEREAS, the parties have entered into a Master Services Agreement dated \_\_\_\_\_ ("Agreement") wherein the City retained Atkins to perform professional services;

WHEREAS, Post, Buckley, Schuh & Jernigan, Inc., (d/b/a PBS&J) changed its firm's legal name to Atkins North America, Inc. effective April 1, 2011;

WHEREAS, the name change will have no impact on the Agreement and Atkins will continue to perform all of its obligations under the Agreement;

WHEREAS, it is in the mutual best interests of the City and Atkins to amend the Agreement to reflect this corporate name change; and

WHEREAS, both parties agree to amend said Agreement.

NOW, THEREFORE, for good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Effective April 1, 2011, Post, Buckley, Schuh & Jernigan, Inc., (d/b/a PBS&J) changed only its firm's legal name to Atkins North America, Inc. (there were no changes to the Federal Tax Identification Number (FEIN), corporate business address, bank accounts, wiring instructions, or company management, technical staff and financial personnel).
2. Atkins will continue to perform all of its duties, responsibilities, and obligations under the Agreement.
3. The City hereby consents to continuing the Agreement with Atkins.
4. Where the term Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) appears in the original Agreement, the term shall hereinafter mean and refer to Atkins North America, Inc.
5. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.





**Agreement between City of North Miami Beach, Florida and Atkins North America, Inc.**

**Page 2**

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatures.

**CONTRACTOR**

WITNESSES:

**ATKINS NORTH AMERICA, INC.**

(1) \_\_\_\_\_  
Rene de los Rios,  
Assistant Secretary

BY: \_\_\_\_\_  
David J. Carter

(2) \_\_\_\_\_  
Deborah Lynn Shimel

Name: \_\_\_\_\_  
Senior Vice President

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

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

**(CORPORATE SEAL)**

**STATE OF FLORIDA  
CITY OF MIAMI DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
By David J. Carter, Senior Vice President of Atkins North America, Inc., a Florida corporation, on behalf  
of the corporation.

He/she is personally known to me or has produced \_\_\_\_\_ as  
Identification. (type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if Any

**Agreement between City of North Miami Beach, Florida and Atkins North America, Inc.**

**City of North Miami Beach, Florida**

**BY:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:  
CITY OF NORTH MIAMI BEACH ATTORNEY'S OFFICE**

**BY:** \_\_\_\_\_





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, May 15, 2012

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**RE:** Resolution No. R2012-43 (Finance Director Janette Smith)

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**BACKGROUND:** Resolution No. R2012-23 was approved on March 6, 2012, in which the Mayor and Council of the City of North Miami Beach authorized the City Manager to negotiate with First Southwest Company, the first ranked firm, for financial advisory services.

The City of North Miami Beach was able to reach an agreement with First Southwest Company on April 17, 2012. A summary of services and fees were added to their proposal and these terms are found in Exhibit C.

**RECOMMENDATION:** It is the staff's recommendation to award the top ranked firm, First Southwest Company, with regards to the above-mentioned RFP.

**PROPOSED VENDOR:**  
1st Ranked:  
First Southwest Company  
325 N St Paul Street  
Suite 800  
Dallas, Texas 75201

**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:**

- ▣ [Agreement Exhibit](#)
- ▣ [Agreement w Southwest](#)
- ▣ [Resolution No. R2012-43](#)

**EXHIBIT C- AGREEMENT WITH FIRSTSOUTHWEST COMPANY****SOLICITATION RFP 2012-02 FINANCIAL ADVISOR SERVICES FOR THE CITY OF NORTH MIAMI BEACH****4/17/2012**

Resolution No. R2012-23 was approved on March 6, 2012, in which the Mayor and Council of the City of North Miami Beach authorized the City Manager to negotiate with First Southwest Company, for the purpose of selecting a firm to serve as the City of North Miami Beach's financial advisor.

The City of North Miami Beach was able to reach an agreement with First Southwest Company ("Contractor") on March 23, 2012 after adding the following terms to its proposal:

The City will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, City desires to retain an independent financial advisor.

The City desires to obtain the professional services of FirstSouthwest to advise the City regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the City (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

FirstSouthwest is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by City during the period in which this Agreement shall be effective.

**SECTION I****DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the City, FirstSouthwest agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the City agrees to pay to FirstSouthwest the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of City, FirstSouthwest shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the City to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the City. In the event revenues of existing or projected facilities operated by the City are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the City, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the City's staff and consulting engineers or other experts, if any, employed by the City.
3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the City recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the City. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the City, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the City of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FirstSouthwest will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the City.

B. Debt Management and Financial Implementation. At the direction of City, FirstSouthwest shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
  - a. If the Debt Instruments are to be sold by an advertised competitive sale, FirstSouthwest will:
    - (1) Supervise the sale of the Debt Instruments;
    - (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
    - (3) Assist the staff of the City in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
    - (4) Advise the City regarding the best bid and provide advice regarding acceptance or rejection of the bids.
  - b. If the Debt Instruments are to be sold by negotiated sale, FirstSouthwest will:
    - (1) Recommend for City's final approval and acceptance one or more investment banking firms as

managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FirstSouthwest will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the City's agreement with the underwriters, but shall not be or become an obligation of FirstSouthwest, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FirstSouthwest.

(3) Assist the staff of the City in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the City as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the City for examination, approval and certification. After such examination, approval and certification, FirstSouthwest shall provide the City with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FirstSouthwest shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the City as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the City, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FirstSouthwest will arrange for such personal presentations, utilizing such composition of representatives from the City as may be finally approved or directed by the City.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the City in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the City, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the

Debt Instruments is required, make arrangements for such services.

8. City Meetings. Attend meetings of the governing body of the City, its staff, representatives or committees as requested at all times when FirstSouthwest may be of assistance or service and the subject of financing is to be discussed.

9. Printing. To the extent authorized by the City, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.

11. Changes in Laws. Provide to the City copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FirstSouthwest becomes aware in the ordinary course of its business, it being understood that FirstSouthwest does not and may not act as an attorney for, or provide legal advice or services to, the City.

12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the City, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the City in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the City a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FirstSouthwest agrees to make available to City the following services, when so requested by the City and subject to the agreement by City and FirstSouthwest regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FirstSouthwest for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FirstSouthwest may purchase such investments as may be directed and authorized by City to be purchased, it being understood that FirstSouthwest will be compensated in the normal and customary manner for each such transaction. In any instance wherein FirstSouthwest may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of City, we will disclose to City the nature and, to the extent such is known, the amount of any such compensation so that City may consider the information in making its investment decision. It is understood and agreed that FirstSouthwest is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. (“FirstSouthwest Asset Management”), a duly registered investment advisor. City may, from time to time, utilize the broker/dealer services of FirstSouthwest and/or the investment advisory services of FirstSouthwest Asset Management with respect to matters which do not involve or affect the financial advisory services referenced in this

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Agreement. The terms and conditions of the engagement of FirstSouthwest and/or FirstSouthwest Asset Management to provide such services shall be determined by mutual agreement at the time such services are requested.

2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
  
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the City.
  
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the City.
  
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the City, Bond Counsel, auditors and other experts and consultants retained by the City and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

**SECTION III  
TERM OF AGREEMENT**

This agreement shall be effective for a period of three (3) years plus two (2) year renewals.

**FEES**

The fees due FirstSouthwest will not exceed those contained in our customary fee schedule as listed below:

**HOURLY FEES**

With respect to compensation on a time and expenses basis, FirstSouthwest’s hourly fee schedule, excluding out-of-pocket expenses is as follows:

Position	Hourly Rate
Senior Vice President	\$195.00
Vice President	\$165.00
Assistant Vice President	\$150.00
Associate/Analyst	\$125.00
Administrative Staff	\$60.00

Due to the nature of financial advisory services and our business, FirstSouthwest bills in half-hour increments. Additionally, the reimbursable out-of-pocket expenses are provided under “Reimbursement of “Out-of-Pocket” Expenses.

**TRANSACTION FEES**

The fees due FirstSouthwest for financial advisory services related to specific issuances of Debt instruments will not exceed those contained in our customary fee schedule as listed below:

<b>Debt Transaction Fee*</b>	
<b>Par Amount</b>	<b>Fee</b>
First \$20 Million of Debt Instrument	\$0.80 per \$1,000
Amounts over \$20 Million	\$0.65 per \$1,000
Minimum Fee	\$16,900
<b>Derivative Transaction Fee*</b>	
<b>Notional Amount</b>	<b>Fee</b>
New Swap or Derivative	\$2.00 per \$1,000
Unwinding of Existing Swap or Derivative	\$1.00 per \$1,000
<b>Other Transaction Fees*</b>	
<b>Description</b>	<b>Fee</b>
Reinvestment of Bond Proceeds/Open Market Escrows/Reserve Funds/etc	FirstSouthwest abides by US Treasury regulations regarding fees as bidding agent which would not exceed the lesser of (i) \$36,000 or (ii) 0.2% of the initial amount invested

These fees are also contingent upon the successful closing of the debt transaction.

**REIMBURSEMENT OF “OUT-OF-POCKET” EXPENSES**

The City shall reimburse for “Out-of-Pocket” expenses upon proper invoice rendered with appropriate receipts attached. Such expenses include long distance telephone, postage, air express charges, fax, reproduction and related costs necessarily incurred as Financial Advisor. Such expenses will be paid from legally available funds of the City. Travel expenses related to performance of the services to the City, and approved in advance by the City, will be reimbursed in accordance with the City’s travel policy. Any costs incurred by Financial Advisor which are not specifically provided for herein shall be the expense of Financial Advisor.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the City.

*The payment of charges for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between FirstSouthwest and City.*

The City shall be responsible for the following expenses, if and when applicable, whether they are charged to the City directly as expenses or charged to the City by FirstSouthwest as reimbursable expenses:

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- Bond counsel
- Bond ratings
- Credit enhancement
- Paying agent/ Registrar/ Trustee
- Verification fees
- Miscellaneous, including copy, delivery, and conference call phone charges
- Bond printing
- CPA fees
- Travel expenses
- Underwriter and underwriters counsel
- Official statement preparation and printing fee
- Other consultant fees

*The payment of reimbursable expenses that FirstSouthwest has assumed on behalf of the City shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by FirstSouthwest.*

**AGREEMENT No. 2012-02  
BETWEEN THE CITY OF NORTH MIAMI BEACH AND  
FIRSTSOUTHWEST COMPANY**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between **First Southwest Company (hereinafter referred to as "FirstSouthwest"**, a corporation organized and existing under the laws of the **State of Delaware**, having its principal office at **325 N St Paul Street, Suite 800, Dallas, Texas 75201** (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 **Request for Proposal (RFP) No. 2012-02**, 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 negotiated terms attached hereto and incorporated herein as Exhibit "C"; and

**WHEREAS**, the Contractor has submitted a written proposal dated **February 1, 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.

**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", and negotiated terms attached hereto and incorporated herein as Exhibit "C".
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", and by the negotiated terms attached hereto and incorporated herein as Exhibit "C".
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", and with the negotiated terms attached hereto and incorporated herein as Exhibit "C".

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", and with the negotiated terms attached hereto and incorporated herein as Exhibit "C".

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

**RESOLUTION NO. R2012-43**

**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 FIRST SOUTHWEST COMPANY  
FOR FINANCIAL ADVISORY SERVICES FOR THE CITY  
OF NORTH MIAMI BEACH.**

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

**WHEREAS**, on March 16, 2012, the Mayor and City Council approved Resolution No. R2012-23 authorizing the City Manager to negotiate with First Southwest Company, the first ranked firm, for financial advisory services for the City of North Miami Beach; and

**WHEREAS**, pursuant to the Scope of Services, First Southwest Company will conduct a survey of the financial resources of the City to determine the extent of its capacity to authorize, issue and service any debt instruments contemplated; and

**WHEREAS**, First Southwest Company will consider and analyze future financing needs as projected by City staff and consulting engineers or others, if any, employed by the City; and

**WHEREAS**, along with the above services, First Southwest Company's primary purpose will be to serve as the City of North Miami Beach's financial advisor; and

**WHEREAS**, the City was able to reach an agreement with First Southwest Company;  
and

**WHEREAS**, based on the responses to RFP No. 2012-02 and subsequent negotiations, the Mayor and City Council authorize the City Manager to execute an agreement between the City and first-ranked First Southwest Company for financial advisory services.

**NOW, THEREFORE,**

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby award RFP No. 2012-02 to First Southwest Company.

**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 First Southwest Company, 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 **May, 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



City of North Miami Beach  
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North Miami Beach, FL 33162  
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## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, May 15, 2012

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**RE:** Budget Calendar

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**BACKGROUND:** Please find attached the calendar for the fiscal year 2013 budget preparation, review and adoption.

**RECOMMENDATION:** N/A

**FISCAL IMPACT:** N/A

**CONTACT PERSON(S):** Janette Smith, Finance Director

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### ATTACHMENTS:

 [Budget Calendar](#)



**City of North Miami Beach, Florida**  
**Operating & Capital Budget Fiscal Year 2013**  
**Tentative Budget Calendar**

2012 DATE	REQUIRED ACTIVITY	RESPONSIBILITY
Monday, April 2	Distribution Budget Manual and all pertinent information to prepare FY 2013 Budget –at training session	Finance Department
Monday, April 2	<b>Preliminary</b> Operating Budget Requests are updated in financial system	All Departments
Friday, April 27	<b>Final</b> Operating & 5-Year CIP Budget Requests due to Finance Director	All Departments
Monday, May 14– Friday, May 18	City Manager and Finance Department reviews all departmental submissions including requests for additional personnel.	Finance Department
Monday, May 21- Friday, June 1	City Manager reviews budget and meets with department directors, as necessary, to discuss proposed budget and make revisions	City Manager Assistant City Managers
Friday, June 1	City receives proposed certification of Taxable Property Values from Miami-Dade County Property Appraiser's Office	Property Appraiser
Monday, June 4 – Friday, June 15	Final adjustments and balance Proposed Budget	Finance Department
Monday, June 18 – Friday, June 29	Proposed Document at the Printer	Finance Department
By Monday, July 2	City receives final Certification of Taxable Property Values from Miami-Dade County property Appraiser's Office	Property Appraiser
Friday, July 6	City Manager submits the Proposed FY13 Budget to the Mayor and City Council sets proposed Property Tax Millage Rate and public hearing dates	City Manager City Council
Friday, July 20	Notify Property Appraiser of the proposed millage rate, rolled back Millage rate and the date, time and place of public hearing to consider proposed millage rates and tentative budgets	Finance Director
Three budget Workshops to be determined from July thru August	Mayor and City Council Budget Workshop 5-Year CIP Budget Workshop	City Council City Manager, Assistant City Managers & Directors
Tuesday, September 4	Public hearing on FY13 Proposed Budget and Tax Adoption Capital Improvement Program (CIP) Adoption	City Council
Sunday, September 16	Advertise "TRIM" notice in newspaper on proposed budget, date, time and place of 1 <sup>st</sup> public hearing on FY13 Proposed Budget and Tax Adoption.	Finance Director City Clerk
Thursday, September 20	Conduct second and final public hearing on millage rate and budget. Certify adopted millage rate and statute compliance Send "TRIM" package to the state	City Council Finance Director
Monday, October 1	Adopted budget becomes effective. Budget document distributed city-wide	Finance Department



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## MEMORANDUM

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, May 15, 2012

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**RE:** Budget Transfer Request

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**BACKGROUND:**

**RECOMMENDATION:** Approval.

**FISCAL IMPACT:**

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

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**ATTACHMENTS:**

[Budget Revision Form](#)





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## MEMORANDUM

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Darcee S. Siegel, City Attorney  
**DATE:** Tuesday, May 15, 2012

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**RE:** Litigation List

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**BACKGROUND:**

**RECOMMENDATION:**

**FISCAL IMPACT:**

**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: May 15, 2012**

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**LITIGATION LIST**

**I. Civil Rights: (7)**

Charles, Islande v. CNMB, Nelson Reyes  
Wrongful Death

Grizzle, R. and Wilson, D. v. CNMB, Mayor George Vallejo,  
Jason Williams (Aventura) and Christian Lystad (NMB)  
Civil Rights Violation/False Arrest

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.**

SMG Entertainment v. CNMB  
Constitutionality of Adult Entertainment Ordinances

Smith, T. v. CNMB, Nelson Reyes (NMB), Luis Soto (NMB),  
Nelson Camacho (NMB), and Castronovo Cosimo (Aventura)  
Civil Rights Violation

Young, Chondria v. CNMB  
Employment and Racial Discrimination

**II. Personal Injury: (8)**

Blake, Donna v. CNMB, et al  
Personal Injury

Garcia, Ramona v. CNMB  
Personal Injury

**CITY INDEMNIFIED AND  
HELD HARMLESS**

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

\* United Auto Insurance Co./Almira v. CNMB  
Vehicle Accident

**SETTLED**

**III. Other Litigation: (13)**

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

American Pinnacle v. City of North Miami Beach  
Water Fees

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

Equable Ascent Financial v. Darden and CNMB  
Writ of Garnishment

Hellinger v. CNMB  
Bid Dispute/Breach of Contract

**CITY INDEMNIFIED AND  
HELD HARMLESS**

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

Wells Fargo Bank, N.A. v. Gillis and CNMB  
Writ of Garnishment

**VOLUNTARY DISMISSAL/  
CLOSED**

**IV. Forfeitures: (17)**

CNMB v. Alvarado/Paul  
Forfeiture

CNMB v. Brutus  
Forfeiture

CNMB v. Bullard/Taylor/Paez  
Forfeiture

CNMB v. Central Auto Service/Fourreau/Guthrie  
Forfeiture

CNMB v. Central Auto Service/Guthrie  
Forfeiture

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

CNMB v. Garcia, J/Figueroa/King/Sirmons/Garcia, H  
Forfeiture

CNMB v. Garcia-Flores/Nieves  
Forfeiture

CNMB v. Georges  
Forfeiture

CNMB v. Gomez  
Forfeiture

CNMB v. Hawkins/Caldwell  
Forfeiture

\* CNMB v. Jean/Joseph/Guthrie/Central Auto Sales  
Forfeiture

CNMB v. McCray/Sims/Nealy  
Forfeiture

**PARTIALLY SETTLED**

CNMB v. Perez/Sosa  
Forfeiture

CNMB v. Philidor, A.  
Forfeiture

CNMB v. Unknown Individual (\$587,310.00 in US Currency)  
Forfeiture

CNMB v. Vargas/Sevilla  
Forfeiture

**V. Mortgage Foreclosures: (195)**

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, 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 (Failer, et al)  
Mortgage Foreclosure

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

Bank of America v. CNMB (Feliu)  
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)  
Mortgage Foreclosure

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, Marilyn S., et al v. CNMB (Campbell, et al)  
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

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 (Santiago et al)  
Mortgage Foreclosure

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

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

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

Citimortgage v. CNMB (Bilgoray)  
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 (Rudnick 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

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 (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 (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 (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 (Fernandez, 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 (Seepersad)  
Mortgage Foreclosure

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

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

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

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

James B. Nutter & Co v. CNMB (Drayton Davis, 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

Navy Federal Credit Union v. CNMB (D'Onofrio)  
Mortgage Foreclosure

\* New York Community Bank v CNMB (Lazerson)  
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

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

\* TBOM Mortgage Holding, LLC v. CNMB (Robiou, et al.)  
Mortgage Foreclosure

The Bank of New York Mellon v. CNMB (Jones, et al.)  
Mortgage Foreclosure

The Bank of New York Mellon v. CNMB (Riderelli, 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 (Mathieu, et al)  
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 (Morcillo)  
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

U.S. Century Bank v. CNMB (Martinez, 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 (Campos, et al.)  
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

Barros, Carlos D (Fogovivo North Miami)

Blockbuster

Cadet, Jean & Marie

Carcamo, Ana Maritza

Carl's Furniture, Inc.

Casa Bonita Garden, LLC

Contract Research Solutions, Inc. (dba Allied Research)

Cimax USA, LLC

Curbelo, Federico

Drummond, Errol

Filene's Basement, Inc.

Greater Miami Neighborhoods, Inc.

Henao, Luz Stella

Idowu, Linda Eneas

Innovida Group

Jennifer Convertibles

Kazi Foods of Florida, Inc.

K&S Foods LLC

Lauriston, Charles

Martinez, Galina Oquendo

Phelan, Michael

Ravazzani, Robert

Rife, Joseph Alan

Russel Harold

Sandy Segall

Siahaya, Jermias

South Pointe Family and Children Center

United Retail Group, Inc.

Vartec Telecom, Inc.

Vitro America

**\*New Cases**



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, May 15, 2012

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**RE:** Resolution No. R2012-37 (Finance Director Janette Smith)

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**BACKGROUND:**

The attached Fund Balance Policy is designed to address the requirements of a new Governmental Accounting Standard and best practice guidance provided by the Government Finance Officers Association.

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" effective for periods beginning after June 15, 2010. GAS B Statement No. 54 establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Certain of the fund balance classifications require Council action or authorization in order to commit or assign amounts to be used for specific purposes.

In addition to establishing the fund balance classifications required by GASB Statement No. 54, the Government Finance Officers Association (GFOA) recommends that governments develop minimum fund balance levels in the general fund as a best practice.

Finally, GASB Statement No. 54 provides additional guidance for governments to develop a policy that determines the order of fund balance reduction when restricted and unrestricted funds are available. The attached fund balance policy addresses all of these elements.

**RECOMMENDATION:**

Staff recommends that Mayor and Council adopt the attached fund balance policy and approve the attached resolution.



**FISCAL IMPACT:** None

**CONTACT PERSON(S):** Janette Smith, Finance Director

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**ATTACHMENTS:**

- ▣ [Resolution No. R2012-37](#)
- ▣ [Fund Balance Policy](#)

**RESOLUTION NO. R2012-37**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING A FUND BALANCE POLICY TO PROVIDE DEFINITIONS OF FUND BALANCE CLASSIFICATIONS; TO PROVIDE AUTHORITY FOR CHANGES IN CLASSIFICATIONS; AND TO ESTABLISH MINIMUM LEVELS OF UNASSIGNED FUND BALANCE IN THE GENERAL FUND.**

**WHEREAS**, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54 "*Fund Balance Reporting and Governmental Fund Type Definitions*" effective for periods beginning after June 15, 2010; and

**WHEREAS**, GASB Statement No. 54 establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds; and

**WHEREAS**, some of the fund balance classifications require Council action or authorization in order to commit or assign amounts to be used for specific purposes; and

**WHEREAS**, the Government Finance Officers Association (GFOA) recommends that governments develop minimum fund balance levels in the general fund as a best practice; and

**WHEREAS**, GASB Statement No. 54 provides additional guidance for governments to develop a policy that determines the order of fund balance reduction when restricted and unrestricted funds are available.

**NOW, THEREFORE,**

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

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

**Section 2.** The Fund Balance Policy attached hereto as Exhibit "A" has been reviewed, prepared and recommended for approval by the City's Finance Director.

**Section 3.** The Mayor and City Council of the City of North Miami Beach, Florida, hereby adopt the Fund Balance Policy in its entirety and attached hereto as Exhibit "A".

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



# **City of North Miami Beach, Florida**

## **FINANCE DEPARTMENT**

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### **FUND BALANCE POLICY**

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PREPARED BY: Janette Smith, CPA  
Finance Director

EFFECTIVE DATE: \_\_\_\_\_

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#### **I. PURPOSE**

The purpose of this policy is to set forth the objectives and parameters for the classification and management of the fund balances of the City of North Miami Beach, Florida (the City). This policy is designed to define the City's existing fund balances, provide for changes to the elements of the classifications and establish minimum levels of unassigned fund balance in the General Fund.

#### **II. SCOPE**

This policy applies exclusively to the fund balances of all governmental funds. Proprietary funds and fiduciary funds are exempt from the provisions of this policy.

#### **III. BACKGROUND**

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54 "*Fund Balance Reporting and Governmental Fund Type Definitions*" effective for periods beginning after June 15, 2010. The City implemented the Statement for the fiscal year ended September 30, 2011.

This Statement enhances the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. The Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered non-spendable, such as fund balance associated with inventories. The Statement provides for additional classification of spendable amounts as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent. Fund classifications are defined as follows:

##### **A. Nonspendable fund balance**

Nonspendable fund balances are amounts that cannot be spent because they are either:

1. Amounts that are not in spendable form such as inventory or prepaid costs; or
2. Amounts that are legally or contractually required to be maintained intact such as a trust that must be retained in perpetuity.

##### **B. Restricted fund balance**

This classification reflects the constraints imposed on spendable resources either:

1. Externally by creditors, grantors, contributors, or laws or regulations of other governments; or
  2. Imposed by law through constitutional provisions or enabling legislation.
-

**C. Committed fund balance**

These amounts can only be spent for specific purposes pursuant to constraints imposed by formal resolutions or ordinances of the City Council. Committed amounts cannot be used for any other purpose unless the Council removes the specified use by taking the same action that imposed the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying the obligations.

**D. Assigned fund balance**

This classification reflects the amounts constrained by the City's "intent" to be spent for specific purposes, but are neither restricted nor committed. The City Council and designee(s) have the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining amounts (except negative balances) that are reported in governmental funds, other than the General Fund, that are not classified as nonspendable, restricted nor committed.

**E. Unassigned fund balance**

This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

**IV. OBJECTIVES**

**A. Current Fund Balance Classifications**

The City reported the following classifications of fund balances and their elements in the Comprehensive Annual Financial Report dated September 30, 2011:

1. Nonspendable
  - a. Inventory
  - b. Prepaid costs
2. Restricted
  - a. Grant related
  - b. Debt service
  - c. Community Redevelopment
  - d. Interlocal agreements
  - e. Public safety
3. Committed
  - a. Impact fees
  - b. Alley restoration
4. Assigned
  - a. Encumbrances
  - b. Liability claims
  - c. Workers' compensation claims
  - d. Land acquisition
5. Unassigned

## **B. Changes to the Elements of Classifications**

The City's fund balance classifications shall require the following action in order to be changed:

1. Nonspendable – This classification is defined by the GASB.

Changes to this classification will be made by the Finance Director in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*.

2. Restricted - This classification is defined by the GASB.

Changes to this classification will be made by the Finance Director in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*.

3. Committed

Changes to this classification require a resolution of the City Council.

4. Assigned

Changes to this classification may be made by the City Council or the City Manager.

5. Unassigned

This is a residual classification consisting of amounts not previously classified or negative amounts.

## **C. Minimum Unassigned General Fund Balance**

In order to mitigate the risk of future revenue shortfalls and unexpected expenditures associated with economic cycles, natural disasters and similar events, the City shall maintain an amount equal to at least ten percent of total budgeted revenues of the general fund as originally adopted as unassigned fund balance in the General Fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use externally restricted resources first, then unrestricted resources—committed, assigned, and unassigned—in order as needed.

## **V. REPORTING**

The Finance Director shall, as part of the quarterly financial reports, present the impact of the results of operations for the quarter-to-date on the total fund balance as of the date of the last Comprehensive Annual Financial Report.

## **VI. POLICY ADOPTION AND AMENDMENTS**

The policy shall be reviewed on an annual basis. The Finance Director and the City Manager shall recommend any material changes to the City Council for approval.



City of North Miami Beach  
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## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Lyndon L. Bonner, City Manager  
**DATE:** Tuesday, May 15, 2012

---

**RE:** Resolution No. R2012-38 (Finance Director Janette Smith)

---

**BACKGROUND:** Pursuant to Chapter 218.415, Florida Statutes, municipalities are limited with respect to the types of financial instruments in which surplus funds may be invested unless a written investment plan is adopted by the governing body. In order to increase investment earnings, it is necessary to diversify the instruments in which the City is authorized to invest. The attached policy is designed to safeguard the City's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

**RECOMMENDATION:** Staff recommends that Mayor and Council adopt the attached investment policy and approve the attached resolution.

**FISCAL IMPACT:** If the City's portfolio was invested in a manner to meet or exceed comparable market indices as indicated in the attached investment policy, approximately \$85,000 of additional investment earnings could be generated over the next fiscal year.

**CONTACT PERSON(S):** Janette Smith, Finance Director

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### ATTACHMENTS:

- [Resolution No. R2012-38](#)
- [Investment Policy](#)

**RESOLUTION NO. R2012-38**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY IN ACCORDANCE WITH SECTION 218.415, FLORIDA STATUTES, ESTABLISHING INVESTMENT OBJECTIVES AND PARAMETERS FOR THE MANAGEMENT OF SURPLUS PUBLIC FUNDS OF THE CITY OF NORTH MIAMI BEACH, FLORIDA.**

**WHEREAS**, pursuant to Section 218.415, Florida Statutes, the City of North Miami Beach, Florida, (the City) is authorized to make provision for the investment of surplus public funds in its control or possession; and

**WHEREAS**, from time to time, surplus funds are available for investment; and

**WHEREAS**, the purpose of the investment policy is to safeguard the City's funds, provide for the availability of operating and capital funds when needed, and to promote an investment return competitive with comparable funds and financial market indices; and

**WHEREAS**, in an effort to accomplish these objectives, the proposed investment policy will identify various portfolio parameters addressing classes of investment instruments, issuer diversification, maturity and duration limits, investment ratings and liquidity; and

**WHEREAS**, since the City is currently not authorized to invest surplus monies in certain instruments which would be economically advantageous to the City, an investment policy is warranted and needed.

**NOW, THEREFORE,**

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

**Section 1.** The Investment Policy included as Exhibit A is hereby adopted in its entirety.



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

ATTEST:

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

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

(CITY SEAL)

APPROVED AS TO FORM:

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

Sponsored by: Mayor & Council



# ***City of North Miami Beach, Florida***

## **FINANCE DEPARTMENT**

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### **INVESTMENT POLICY**

PREPARED BY: Janette Smith, CPA  
Finance Director

EFFECTIVE DATE: \_\_\_\_\_

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#### **I. PURPOSE**

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of North Miami Beach, Florida (the City). This policy is designed to safeguard the City's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices. In an effort to accomplish these objectives, this policy identifies various portfolio parameters addressing classes of investment instruments, issuer diversification, maturity and duration limits, investment ratings and liquidity.

#### **II. SCOPE**

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City not otherwise classified as restricted assets requiring segregation. Any future proceeds which have statutory investment requirements conflicting with this Investment Policy and funds held in escrow on behalf of the City are not subject to the provisions of this policy.

##### **A. Pension Investments**

The City does not manage the cash or investments of the City's pension systems. Each pension system has elected or appointed members to its pension Board of Trustees who exercise oversight over money managers engaged to manage pension fund investments in accordance with policies and guidelines established by each pension system. The Boards, therefore, have oversight authority over investments for pension systems and the City does not actively participate in the process.

##### **B. Debt Proceeds**

Notwithstanding anything to the contrary contained in these investment guidelines, the provisions pertaining to investment of monies under all ordinances, resolutions, trust indentures and agreements adopted or entered into by the City in connection with bonds issued by the City or other debt incurred by the City will control and supersede the provisions herein contained with respect to the investment of such monies.

#### **III. INVESTMENT OBJECTIVES**

##### **A. Safety of Capital**

The foremost objective of the City's investment program is to ensure the safety of principal. Investment transactions shall seek to avoid capital losses, whether they are from securities defaults (credit risk) or erosion of market value (interest rate risk). To attain this objective, this policy establishes minimally acceptable credit ratings, limits on the portfolio's duration and maturity, and establishes maximum and target diversification strategies. Sections XIII and XIV of this policy

specify authorized investments and portfolio composition and establish terms and conditions to ensure the safety of principal.

1. **Credit Risk**

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- a. Limiting investments to the safest types of securities;
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City conducts investment transactions; and
- c. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. **Interest Rate Risk**

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity; and
- b. Investing operating funds primarily in shorter-term securities.

**B. Liquidity of funds**

The City's investment portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active secondary markets. Alternatively a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Section XIII of this policy establishes specific maturity and liquidity requirements to meet this objective.

**C. Investment Income**

The City's investment portfolio shall be designed with the objective of maximizing a market rate of return throughout budgetary and economic cycles commensurate with the risk level and liquidity requirements of the City. Investment income is important and can make a significant contribution to the City's operations and capital projects. Therefore, every effort is made to select the most advantageous investment vehicle and term of investment to maximize earnings. However, safety and liquidity objectives, in that order, take precedence over investment returns.

**IV. PERFORMANCE MEASUREMENT**

In order to assist in the evaluation of the portfolio's performance, the City's goal is to regularly exceed the average rate of return on 90-day U.S. Treasury Bills, which is considered to be a benchmark for risk-free investment transactions.

**V. PRUDENCE AND ETHICAL STANDARDS**

The standard of care to be applied by those individuals involved in the investment process shall be the "Prudent Person Rule" which states: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment." The "Prudent Person Rule" shall be applied in the context of managing the overall portfolio. The Finance Director or Investment Manager performing the investment functions, acting in accordance with written policies and procedures,

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and that appropriate action is taken to control adverse developments.

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

## **VI. DELEGATION OF AUTHORITY**

The Finance Director and the Assistant Finance Director (the Investment Officers), are authorized to make investments under this policy as required or appropriate. No person may engage in an investment transaction except as authorized under the terms of this investment policy. In accordance with Article XII of the City of North Miami Beach Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Finance Director. The day to day management responsibility for all City funds in the investment program and investment transactions is delegated to the authorized Investment Officers. The City may employ an Investment Manager by written contract to assist in managing City funds. Such Investment Manager must be registered under the Investment Advisors Act of 1940 and certify that this investment policy has been reviewed and that reasonable efforts will be taken to preclude imprudent transactions involving City funds.

## **VII. INTERNAL CONTROLS**

Besides this policy, the City has established a number of internal controls to prevent loss of funds by fraud, employee error, misrepresentation by third parties, or imprudent actions by City. The internal controls are as follows:

- A. Authority to conduct investment transactions is limited to the Investment Officers.
- B. Every investment transaction requires the approval of the Investment Officers.
- C. Monthly reports are reviewed by the Investment Officers and reconciled with the City's general ledger by the Chief Accountant on a monthly basis.
- D. Finance Coordinators reconcile the City's general depository account on a monthly basis by comparing the City's general ledger with applicable bank statements. This reconciliation will reveal any differences between the investment transaction records and the actual movement of funds.
- E. Custodial statements are reconciled with City records on a monthly basis.
- F. Independent auditors, as a normal part of the annual financial audit or any other audit initiated by the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures and to advise as to its effectiveness to detect and prevent misstatements whether caused by errors or fraud.
- G. All transactions where applicable will be executed by delivery vs. payment (DVP). This ensures securities are deposited with the proper financial institution prior to the release of funds.

## **VIII. CONTINUING EDUCATION**

The Finance Director, Assistant Finance Director and appropriate staff shall complete annually eight (8) hours of continuing education in subjects or courses of study related to investment practices and products in accordance with Florida Statute Chapter 218.415 (14).

## **IX. REPORTING**

The Finance Director shall, as part of the quarterly financial reports, present the quarterly and annual results of operations of the City's portfolio. Should circumstances require, i.e. unexpected variations in market values, liquidity concerns, etc., a timely report shall be prepared for the City Council as soon as possible.

## **X. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS**

The Finance Director shall establish and maintain a list of approved broker/dealers and financial institutions who must certify that this investment policy has been reviewed and that reasonable efforts will be taken to preclude imprudent transactions involving City funds before engaging in investment transactions. The City or its Investment Managers will buy and sell securities using only broker/dealers registered with the Federal Reserve Bank of New York's list of "Primary Dealers", regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), through the Florida State Board of Administration (SBA), or through banks or savings and loan associations including subsidiaries that are included on the list of public depositories qualified by the Division of Treasury of the State of Florida, in accordance with Chapter 280, Florida Statutes.

## **XI. THIRD-PARTY CUSTODIAL AGREEMENTS**

A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. All securities purchased by the City under this section shall be properly designated as an asset of the City of North Miami Beach and held in safekeeping by a third party custodial bank or other third party custodial institution. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities from safekeeping, in whole or in part shall be permitted unless by such a duly authorized person. At least quarterly, the custodian shall provide the Investment Officers with safekeeping receipts that provide detailed information on the securities held by the custodian.

## **XII. MASTER REPURCHASE AGREEMENT**

A "Master Repurchase Agreement" has been developed, reviewed and accepted by the City and is part of the contract established with the City's main depository bank. This agreement is a standard Public Securities Association ("PSA") form agreement offering all recommended protection to the City. This agreement is scheduled to be in effect for the duration of the contract with the City's depositories. All repurchase agreements shall be fully collateralized and the collateral is held in the City's name by a third party custodian.

## **XIII. SELECTION OF INVESTMENT INSTRUMENTS**

The investment security that provides the highest rate of return within the parameters of this policy shall be selected for purchases and sales. To achieve this objective, the City will solicit quotes from a minimum of three firms. In rare instances where competitive bidding isn't practical, the current market price will be compared to one of the market pricing resources, such as Bloomberg or the Wall Street Journal or to an independent appraisal. This might occur when:

- Time constraints due to unusual circumstances preclude the use of competitive bidding procedures.
- A Security is unique to a single dealer, for example, a private placement.
- The Transaction involves new issues.

When using the competitive bid process, all bids shall become part of the record of the specific security involved. When selection is made based on comparison to current market price, the following information shall become part of the record of the security involved:

- Reason for use of this method
- Source of the current market value used.
- Price and/or interest rate quoted by said source.

**A. Maturity**

To the extent possible, the City will attempt to match its investments with overall anticipated cash flow requirements. The weighted average maturity of the portfolio as a whole may not exceed five (5) years. Unless matched to a specific cash flow requirement, the City will not directly invest in securities with an expected duration of more than ten (10) years from the date of purchase. No more than 20% of the City's total investment portfolio shall be placed in securities with an expected duration of more than five (5) years.

**B. Liquidity**

To meet the day-to-day operating needs of the City and to provide the ready cash to meet unforeseen temporary cash requirements, the City shall maintain a minimum of \$5,000,000 in liquid investments defined as repurchase agreements purchased under the terms of the City's depository contract, negotiable certificates of deposit, banker's acceptances, commercial paper, U.S. Treasury direct and agency obligations all having a maturity of 90 days or less, the Florida Local Government Surplus Funds Trust Fund (SBA), or the Florida Municipal Investment Trust Fund (FMiVT), all as purchased in accordance with this policy.

**C. Diversification**

Assets held shall be diversified to control the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, a specific instrument, a class of instruments, and a dealer or bank through whom these investments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary.

**XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION**

The City has established a list of authorized types of investments. The authorized duration of each investment and the allowable percentage of the total portfolio are as follows:

1.	Time Deposits		
	Duration		N/A
	Maximum Percentage of Portfolio		100%
2.	Certificates of Deposit		
	Duration		0-5 years
	Maximum Percentage of Portfolio		100%
3.	U.S. Treasury Bills and Notes		
	Duration		N/A
	Maximum Percentage of Portfolio		100%
4.	U.S. Government Agency Securities		
	Duration		0-7 years
	Maximum Percentage of Portfolio		75%
5.	Obligations issued by any state or territory of the United States, which are fully insured or rated in one of the two highest rating categories by Moody's, Standard & Poor's or Fitch		
	Duration		0-7 years
	Maximum Percentage of Portfolio		50%

6.	Fixed Term Repurchase Agreements	
	Duration	0-3 years
	Maximum Percentage of Portfolio	20%
7.	Overnight Repurchase Agreements	
	Duration	N/A
	Maximum Percentage of Portfolio	100%
8.	Banker's Acceptances	
	Duration	N/A
	Maximum Percentage of Portfolio	20%
9.	Commercial Paper with the highest rating by Moody's, Standard & Poor's, or Fitch	
	Duration	N/A
	Maximum Percentage of Portfolio	20%
10.	Corporate notes or bonds rated in one of the two highest rating categories by Moody's, Standard & Poor's or Fitch	
	Duration	0-7 years
	Maximum Percentage of Portfolio	30%
11.	Money market or fixed income mutual trust funds such as:	
	Florida Local Government Surplus Funds Trust Fund	
	Funds sponsored by the Florida League of Cities	
	Private funds backed entirely by U.S. Government securities	
	Duration	N/A
	Maximum Percentage of Portfolio	100%

Derivative investments are defined as financial instruments, the value of which depends on or is derived from, the value of one or more underlying assets or index of asset values. Derivative investments shall be utilized only if specifically authorized as part of the investment plan and the Finance Director or designee has sufficient understanding and expertise to invest in derivatives. All proposed derivative investments will be analyzed by the City's Financial Advisor and will be presented to the City Council for approval.

#### **XV. UNAUTHORIZED INVESTMENTS**

Any investment not specifically listed above is an unauthorized investment. This policy specifically prohibits investments in the following instruments:

Common & Preferred Stock	Convertible Bonds	Venture Capital
Options & Futures	Warrants	Commodities
Short Selling	Real Estate	Oil & Gas Wells
Stock Margin Trading	Foreign Exchange	Limited Partnerships
Inverse Floating Rate Securities	IO or PO Strips	

#### **XVI. INVESTMENT POLICY ADOPTION AND AMENDMENTS**

The policy shall be reviewed on an annual basis. The Finance Director and the City Manager shall recommend any material changes to the City Council for approval.



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, May 15, 2012

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**RE:** Resolution No. R2012-41 (City Planner Christopher Heid)

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**BACKGROUND:** The applicants, Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco, request an after-the-fact variances for an existing addition to a single-family house at 1687 NE 174 Street.

**RECOMMENDATION:** Approval.

**FISCAL IMPACT:** None.

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

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### ATTACHMENTS:

- ❑ [Staff Report](#)
- ❑ [P&Z Minutes - April 9, 2011](#)
- ❑ [Resolution No. R2012-41](#)





# ***City of North Miami Beach, Florida***

## **COMMUNITY DEVELOPMENT DEPARTMENT**

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### **STAFF REPORT**

### **CITY COUNCIL MEETING**

**TUESDAY, MAY 15, 2012**

<b>ITEM # 12-518</b>	<b>ADDITION (SINGLE-FAMILY HOUSE)</b>
<b>OWNER OF PROPERTY</b>	Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco
<b>ADDRESS OF PROPERTY</b>	1687 NE 174 STREET
<b>LEGAL DESCRIPTION</b>	LOT 13, BLOCK 9, OF FULFORD BY THE SEA SECTION "E", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL
<b>EXISTING ZONING</b>	RS-4, RESIDENTIAL SINGLE-FAMILY ZONING DISTRICT
<b>EXISTING LAND USE</b>	SINGLE-FAMILY HOUSE
<b>FUTURE LAND USE DESIGNATION</b>	RESIDENTIAL LOW DENSITY

The applicants, Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco, request an after-the fact variance for an existing addition to a single-family house at 1687 NE 174 Street, in the RS-4, Residential Single-Family Zoning District.

Variance requested is as follows.

1. Request variance from Section 24-44 (D) (3) to waive 2' the minimum required interior side yard setback of 5'. (Interior side yard setback of 3' existing.)

**ZONING** – All surrounding properties are zoned RS-4, Residential Single-Family. (See attached Exhibit #1 for a Zoning Map of the subject property).

**EXISTING LAND USE** - The subject property, as well as all surrounding properties, are single-family houses. (See attached exhibit #2 for a Land Use Map of the subject property).

**FUTURE LAND USE** - The subject property, as well as all surrounding properties, have a future land use designation of Residential Low Density. (See attached exhibit #3 for a Future Land Use Map of the subject property.)

**THE SITE** – The subject property is rectangular in shape measuring 50 feet wide and 116 feet deep, containing 5,800 square feet (0.13 acre).

**THE PROJECT** – The project proposes the legalization of an existing 300 square foot addition which extends into the required 5 foot western interior side yard set back by 2 feet.

**REVIEW BY OTHER CITY DEPARTMENTS –**

**Building Department**

1. A permit must be obtained to legalize the after-the-fact addition.

**COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS**

The addition was originally built as a screen porch with a two foot high knee wall. The current property owners replaced the screen enclosure with windows about 20 years ago. No evidence can be found for permit(s) for either the screen porch or the subsequent enclosure.

Staff has not objection to the applicant’s request. The addition has been in existence for well over 20 years with no complaints from the surrounding properties and the property is well maintained.

**PLANNING & ZONING BOARD HISTORY**

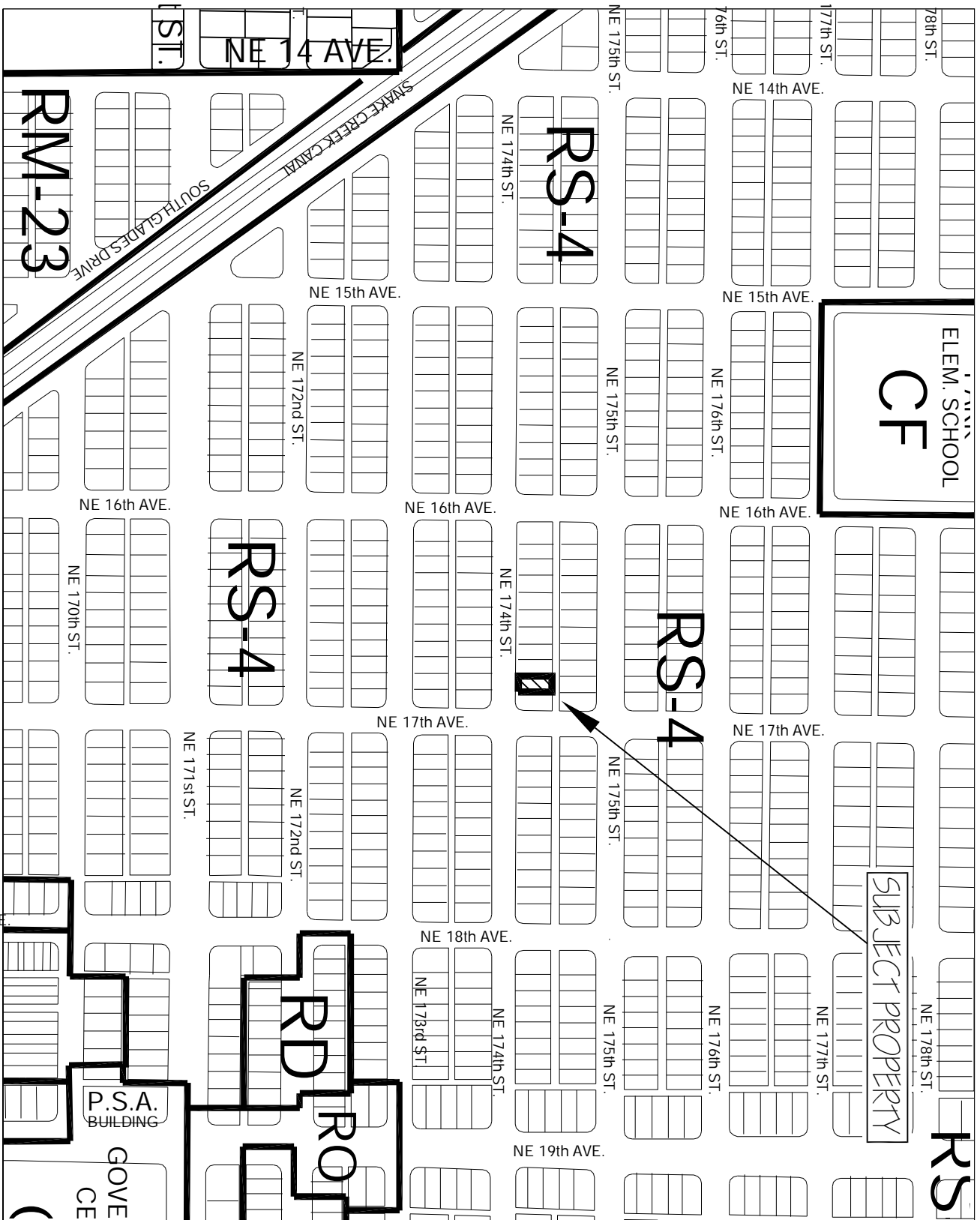
This item received a favorable recommendation from the Planning & Zoning Board with a vote of 7-0 at the meeting of April 9, 2012.

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION**

It is recommended that the request for site plan review be approved, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
  - Survey, Sheet 1 of 1, by J.F. Lopez & Associates, Inc., dated 8/4/2004;
  - Site Plan & Floor Plan, Sheet A-1, by J.O.D. Consultants, dated 4/6/2010;
  - Elevations, Sheet A-2, by J.O.D. Consultants, dated 11/22/2010;
  - Landscape Plan, Sheet A-0, by J.O.D. Consultants, dated 4/6/2010
2. Must obtain an after-the-fact building permit.

3. The brick pavers along the west side of the house must be removed and replaced with sod or landscaping. All rain water must be retained on site.
4. Only one shed is permitted per property. One of the two sheds must be removed.
5. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval.



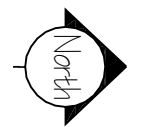
**Legend:**

- RS-1 Residential Single Family (8,000 SF minimum)
- RS-2 Residential Single Family (7,000 SF minimum)
- RS-3 Residential Single Family (6,000 SF minimum)
- RS-4 Residential Single Family (5,000 SF minimum)
- RS-5 Residential Single Family (1,200 SF minimum)
- MH-1 Mobile Home Subdivision
- RD Residential Two-Family (Duplex)
- RM-19 Residential Low Rise Multifamily Medium Density-19 Units/ Acre
- RM-23 Residential Mid-Rise Multifamily High Density-23 Units/ Acre
- RM-32 Residential High-Rise Multifamily High Density-32 Units/ Acre
- RO Residential Office District
- B-1 Limited Business District
- B-2 General Business District
- B-3 Intensive Business District
- B-4 Distribution Business and Light Industrial
- B-5 Distribution Business and Medium Industrial
- CF Community Facility Planned Unit Development
- PUB



City of North Miami Beach  
17050 N.E. 19th Avenue  
North Miami Beach, Florida 33162

Single Family House Addition  
1687 NE 174 Street



Existing Zoning Map  
Exhibit No. 1

Prepared by CNMB Engineering Division

**GREYNOLDS  
PARK  
ELEM. SCHOOL**

SINGLE FAMILY RESIDENCES

SINGLE FAMILY RESIDENCES

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NE 176th ST.

NE 16th AVE.

NE 17th AVE.

NE 176th ST.

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SINGLE FAMILY RESIDENCES

SIN

NE 178th ST.

SIN

SUBJECT PROPERTY



NE 18th AVE.

NE 174th ST.

SIN



City of North Miami Beach  
17050 N.E. 19th Avenue  
North Miami Beach, Florida 33162

Single Family House Addition  
1687 NE 174 Street



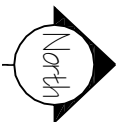
Existing Land Use Map  
Exhibit No. 2

Prepared by CNMB Engineering Division

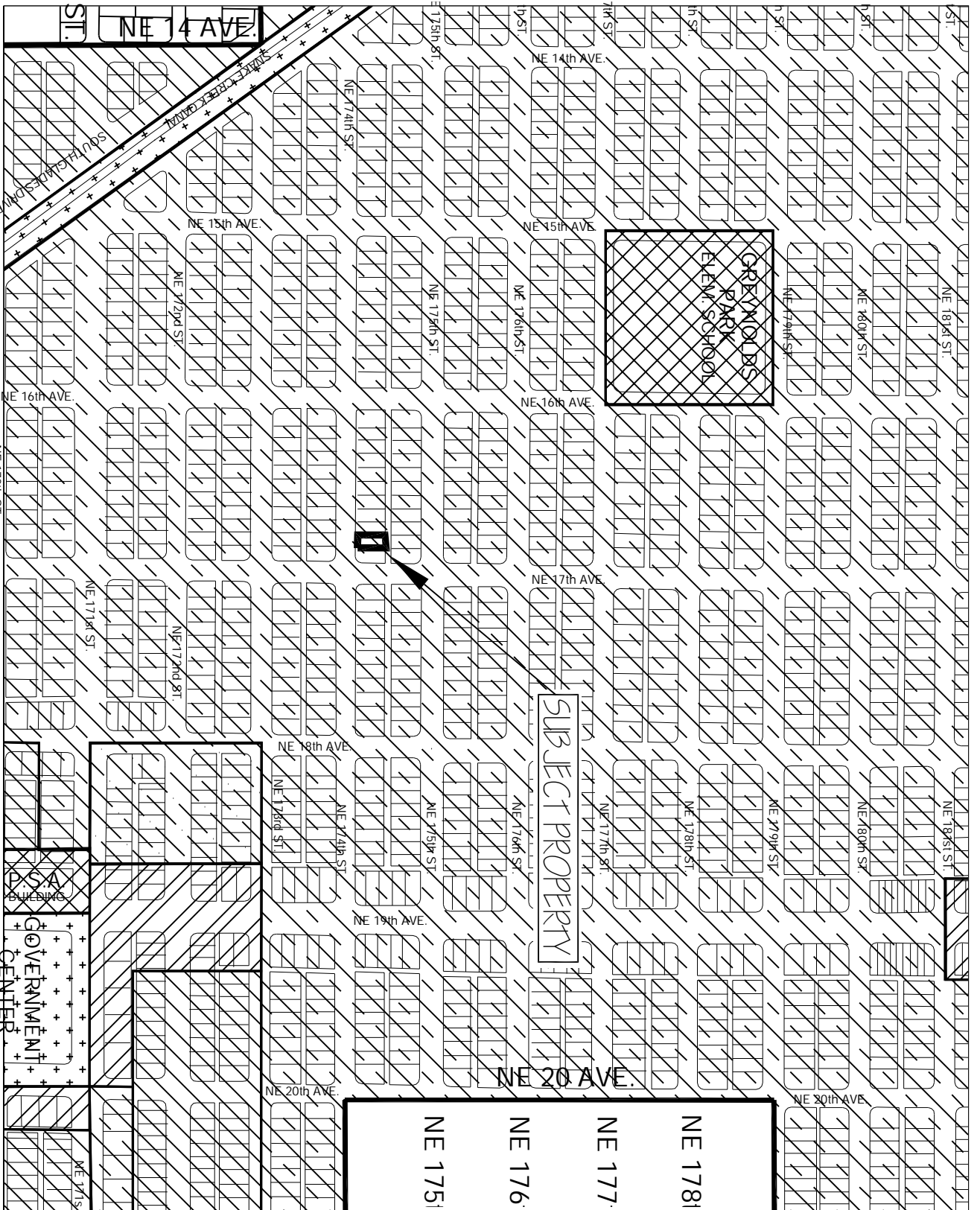


City of North Miami Beach  
 17050 NE 174th Avenue  
 North Miami Beach, Florida 33162

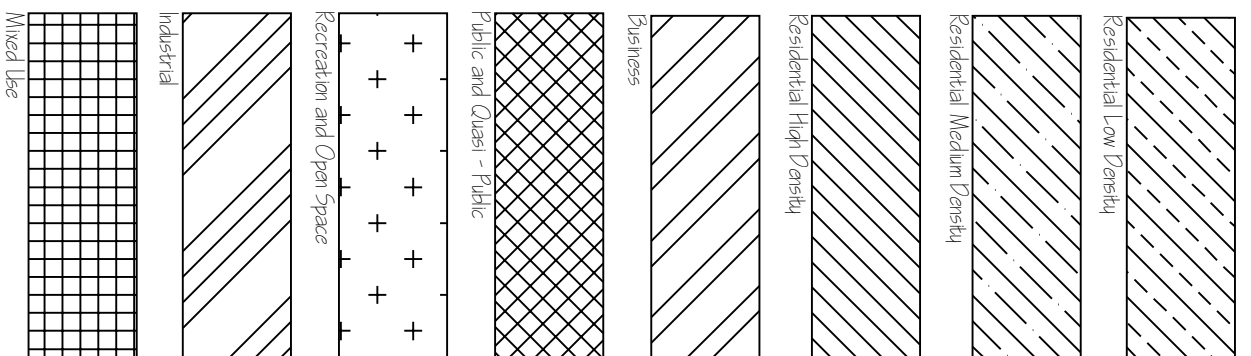
Single Family House Addition  
 1687 NE 174 Street



Future Land Use Map  
 Exhibit No. 3  
 Prepared by CNMB Engineering Division



Legend:





***City of North Miami Beach, Florida***  
**COMMUNITY DEVELOPMENT DEPARTMENT**

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**PLANNING & ZONING BOARD MEETING**  
**MONDAY, APRIL 9, 2012**

**Attendees:**

Members -	Chairman Evan Piper	Staff -	Shari Kamali, Director of Public Services
	Jaime Eisen		Christopher Heid, City Planner
	Saul Smukler		Darcee Siegel, City Attorney
	Julian Kreisberg		Steven Williams, Board Recorder
	Norman Edwards		
	Hector Marrero		
	Joseph Litowich		

**Call to Order:**

The meeting was called to order at 6:05 PM by Chairman Piper. The pledge of allegiance was recited and the roll call was taken.

**Minutes:**

Chairman Piper asked the Board if there was any discussion on the minutes for the meeting of Monday, February 13, 2012. There was no discussion.

A motion to approve the minutes of Monday, February 13, 2012 was made by Julian Kreisberg and seconded by Hector Marrero. The motion passed by a vote of 7-0.

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Chairman Piper administered the oath for the members of the public that wished to speak during the meeting, he also instructed them to sign in.  
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**OLD BUSINESS:**

**City Planners Report**

Mr. Heid explained that Item 11-516 (After-the-Fact Dock: 2091 NE 191 Drive) and Item 11-513 (Townhouses: 16605 NE 35 Avenue) were approved by the City Council, Item 12-517 (LDR Text Amendments: Commercial Window Signs) has been approved on first reading and scheduled for second and final reading on April 17, 2012, and Items 11-511 (Development Review Procedures) and 11-512 (Comprehensive Plan Amendment: Policy 1.8.3) were deferred on first reading at City Council.

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**NEW BUSINESS:**

**Item # 12-518: Addition (Single-Family House); 1687 NE 174 Street – After-the-Fact Variance**

Mr. Heid stated that the applicants, , Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco, request an after-the-fact variance for an existing addition to a single-family house at 1687 NE 174 Street, in the RS-

4, Residential Single-Family Zoning District. The request variance is from Section 24-44 (D) (3) to waive 2' the minimum required interior side yard setback of 5'. (Interior side yard setback of 3' existing.)

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Carlos Azevedo.

Mr. Azevedo stated that his father (Alvaro Azevedo) was cited by Code Enforcement to have the addition removed. He said that the addition was there when they moved into the house and they enclosed the addition and added windows. He added the property owners are retired and have lived in the house for 22 years with the addition and it would be a financial burden for them to have the addition removed.

Mr. Litowich asked if the addition was being used as a family room. Mr. Heid stated that currently it is a family room. Mr. Heid went on to say that originally the room was a screen porch and the property owner has enclosed it with windows. He added that there is no evidence of permits for the original screen porch or the enclosure. Mr. Litowich also asked if the variance was for the side yard setback encroachment or increased lot coverage. Mr. Heid stated that the request is to waive 2 feet of the interior side yard setback.

Mr. Litowich asked the applicant if the room is currently being used as a family room and not an extra bedroom. Mr. Azevedo stated that the addition is the family room. Mr. Litowich asked how long the addition has been in existence. Mr. Azevedo said that his family purchased the house in 1988 and the addition was already there, and they added the windows. Mr. Litowich asked if any of the neighbors are present. Mr. Heid stated the neighbor that is adjacent to the addition has written a letter of support.

Chairman Piper asked if the Building Official has reviewed the addition. Mr. Heid said that the addition has been reviewed by the Building Department. He added that at first there was a concern that the setback did not meet the Florida Building Code, but it turns out that the Code only requires 6 feet between structures, which this addition does meet. Chairman Piper asked if there were other portions of the house that had the same setback issue. Mr. Heid advised the board that the rest of the house meets the setback requirements.

Mr. Litowich asked if the house would require a Class A fire rating because it is so close to the neighbor. Mr. Heid said that he did not know and it would be up to the Building Division.

Mr. Kreisberg asked how the addition was cited. Mr. Heid stated that the neighbor to the west pulled a permit and when the inspectors performed the inspection they noticed an issue with the shed on the subject property. The applicants corrected the violation with the shed. When the building inspectors inspected the property to verify that the violation with the shed had been corrected they noticed the addition. Mr. Kreisberg stated that he drove around the block and noticed other issues in the area. Mr. Heid stated that the block is not atypical. Mr. Kreisberg stated that the biggest issue is the addition and not the canopy or the sheds. Mr. Heid said that that is correct but the property should be looked at in its totality, like any other project that comes before the board. Mr. Heid pointed out the fact that there is a paver walkway between the addition and the fence that staff is requesting be moved as part of the approval.

Mr. Kreisberg asked what the property was cited for. Mr. Heid stated that the property was originally sited for an extension of the shed roof. Mr. Kreisberg asked if there were any fines. Mr. Azevedo stated



that there were no fines and they corrected the violation. Mr. Kreisberg asked if they have been cited for the setback encroachment. Mr. Heid stated that the code violation was for the shed and the building violation was for the construction of the addition without a permit. Mr. Kreisberg also asked who proposed who suggested that they get a variance. Mr. Heid stated that he did because they came to him with the issue of the structure and they only had two options; demolish the addition or get a variance to keep it.

Mr. Litowich asked which of the two sheds will be removed. Mr. Heid stated that the shed which is adjacent to the house. He added that it does not meet Florida Building Code. Mr. Litowich stated that the other shed only has a setback of 4 feet. He then asked if the requirement was 5 feet. Mr. Heid stated that the requirement is 5 feet, but the shed does have a permit and it was constructed in accordance with the permit plans.

Mr. Smukler stated that the plans are dated 2010, he asked if the plans are current and why they were done in 2010. Mr. Azevedo stated that they applied for a permit for the carport in 2010 and the plans are from that permit. He also stated that some modifications have been done as part of this application. Mr. Heid stated that the staff was able to determine that the survey was accurate with a site visit. Mr. Kreisberg asked what will be required for the permit. Mr. Heid stated that the survey that has been submitted will be sufficient.

Chairman Piper opened the floor for public comment. There no one present that wished to speak on this item.

Public comment was closed.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends favorably with the 5 conditions as listed in the staff report.

Chairman Piper asked the applicant if they could accept the all the conditions. Mr. Azevedo replied yes.

A motion to approve Item 12-518 was made by Joseph Litowich. The motion was seconded by Julian Kreisberg. The motion to approve item 12-518 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-522: Yeshiva Tores Chaim; 1055 Miami Gardens Drive – Site Plan Modification**

Mr. Heid stated that the project was originally recommended favorably by the Planning & Zoning Board on March 14, 2011 and approved by the City Council on April 26, 2011. The applicant is requesting a minor modification to the originally approved plans. The modifications are to the site plan, floor plan, and elevations, but no new variances have been created and the modifications are under the 500 square foot limitation.

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Michael Hanlon, architect.

Mr. Hanlon stated that he modified the site plan because the program changed after the project was originally approved.

Chairman Piper asked for a simple explanation as to why the modification is needed. Mr. Hanlon stated that the programming for the project changed. Mr. Kreisberg asked what he meant by programming. Mr. Hanlon explained that the number of dorm rooms changed and a game room was added. Mr. Heid informed the Board that their packages included the originally approved plans and the proposed modifications.

Mr. Heid stated that he wanted the Board to be aware of the increase in student population; from 20 students originally approved to 28 students and a dorm counselor now being proposed. He added that other modifications include the addition of a game room and laundry facility and upgraded bathrooms. The dorm rooms have been reduced from 240 square feet to 84 square feet; from approximately 60 square foot per student to 21 square foot per person. He stated that the rooms are small but ultimately as long as it meets the Florida Building Code, the parents and students will have to decide if they are comfortable with the size of the rooms.

Chairman Piper asked if the footprint of the building has changed. Mr. Heid said that it has changed, but the proposed building does remain within the previously approved setbacks. Mr. Marrero asked if permits have been pulled for the changes. Mr. Heid stated that this is conceptual and nothing has been built. Chairman Piper asked if the square footage of the dorm rooms meets the applicable codes. Mr. Heid stated that the plans have been given to the building division and there were no comments.

Mr. Litowich asked why a 18 foot high parapet wall was needed. Mr. Hanlon stated that the parapet wall is needed to screen the rooftop equipment. Mr. Litowich stated that he believed that the previously approved plans showed the dorm attached to the existing building. Rabbi Askotzky stated that both proposals proposed the buildings to be separated. Mr. Hanlon added that the buildings will be connected by a covered walkway but not enclosed space. Mr. Heid stated that if the parapet was not proposed it would have been required as a condition of approval.

Mr. Kreisberg asked if a market study has been done to determine if students will be willing to live in 80 square foot space. Rabbi Askotzky stated that the students have class from 7:30 in the morning to 9 or 10:30 at night. The rooms are only used for sleeping and the game room will be used for other activities.

Mr. Edwards asked for the size of the main area of the room where the beds will be. Mr. Hanlon stated that it is about 14 feet by 7 feet. Mr. Edwards stated that the space is pretty small.

Mr. Smuckler stated that in his opinion the rooms are much too small. He also asked if egress requirements have been addressed. Mr. Heid stated that egress is reviewed by Miami-Dade Fire.

Mr. Heid stated that the rooms are small, but at some point that will be up to the students and parents. He added that the Rabbi makes a good point; the rooms are not designed for congregation. Mr. Heid

said that if the project was rental apartment or condominium it would be looked at differently because of the market.

Chairman Piper opened the floor for public comment. There was one person that wished to speak on this item; Robert Klein, President of the Royal Bahamian Condominium.

Mr. Klein stated that he was not opposed to the modification; although he believed that the original proposal looked better. He stated that his problem was that landscaping along the perimeter, buffering his community, had never been installed. He requested that the board require that the landscaping be installed prior to the construction of the building. He also recommended that a no u-turn sign be placed on Miami Gardens Drive because of the traffic from the school.

Public comment was closed.

Rabbi Askotzky stated that he has taken the comments into consideration and the landscaping has been designed by a Landscape Architect to address the issues. Chairman Piper asked if the landscaping from the original building was done and does it still exist. Rabbi Askotzky stated that he was not around at that time. Mr. Heid stated that originally the proposed property provided significant landscaping, but virtually none of the conditions that were attached to the approval were done. He added that almost all of the people involved with the original addition are no longer involved. Chairman Piper asked if it would be fair to say that all of the conditions will be completed prior to the issuance of a C.O. (certificate of occupancy) for the new addition. Mr. Heid stated yes, but the same was true 10 years ago.

Chairman Piper asked who makes the final decision of the C.O. Mr. Heid stated that the Building Department issues the certificates of occupancy. He added that back then when the first addition was built the certificates of occupancy were not signed by the Zoning Department, but now the Zoning Department must sign prior to its issuance. The certificate of occupancy will not be signed by Zoning until all the conditions of approval are completed. Chairman Piper asked Mr. Heid if it was fair to say that he will not sign off if the landscaping is not in place. Mr. Heid said yes. He then asked Mr. Heid if it was fair to say that if he does not sign a C.O. will not be issued. Mr. Heid stated yes. Mr. Heid added that he does not recommend the landscaping be installed at the beginning because it will be damaged during construction.

Mr. Kreisberg asked if the landscaping is only addressing the addition. Mr. Heid stated that the landscape plan is property wide. Mr. Kreisberg asked if landscaping could be done on other parts of the property that will not be affected by the construction. Mr. Heid said that it is possible, but it is cheaper and cleaner to do all the landscaping at one time. He advised the Board that they do have the ability to require that part of the landscaping be completed now through a condition. Rabbi Askotzky stated that they are also redoing the building on the east side and the parking lot; there is little space to play with that will not be affected by the construction.

Mr. Heid advised the Board that he would like to add language to condition number 6 for the revised landscape plan in pay special attention to the buffer between the two properties. He added that the new plan is much better than that previously approved but he would still like it to be looked at again.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends approval with the 11 conditions, including the modification to condition 6.

Chairman Piper asked the applicant if they could accept all the conditions. Mr. Hanlon replied yes.

A motion to approve Item 12-522 with the 11 conditions (as modified) listed in the staff report was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion to approve item 12-522 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-519: LDR Text Amendments – Fence Height**

Mr. Heid gave a brief explanation of the proposed changes to the Land Development Regulations regarding fences, walls, and hedges. He stated that in the RS-1 current regulations limit fences, walls and hedges to 5 feet; however the rest of the city allows 6 foot in the rear yard and 4 in the front yard. He stated that people want 6 feet in the rear yard. The proposal is to increase the height of fences to 6 feet in the rear and reduce them to 4 feet in the front.

Mr. Smuckler asked about the height of fences and hedges around tennis courts. Mr. Heid stated that currently fences around tennis courts are permitted to a height of 10 feet with the permission of the abutting neighbor. He stated that staff is suggesting that the requirement of permission of the neighbor be removed from the code.

Mr. Heid stated that staff is recommending that vehicular and pedestrian gates be allowed to have an additional foot for decorative elements. He added that it is proposed that hedges be dropped from the fence section. He stated that it is not the height of the hedges, but the maintenance that is the problem. He said that they can be an attractive element to a house. Chairman Piper stated that it could be a safety issue because of the driveways. Mr. Heid stated that the hedges should stop at the property line.

Mr. Marrero stated that he believes that there should be a limit on hedges, and that the height should not be unlimited. Mr. Heid stated that it could be reverted back to the height of the fence. He suggested that the ordinance could be brought back.

Mr. Kreisberg asked about measuring from the crown of road. Mr. Heid stated that that is existing language. Mr. Kreisberg stated that measuring from the crown of road could be an issue because the new houses are built at a higher elevation. Mr. Heid said that staff will look at the issue.

Mr. Heid stated that staff is recommending that the fence height be increased to 6 foot in the front, side and rear yard of the multifamily zoning districts. He also added that an additional 1 foot would be allowed for decorative elements on vehicular and pedestrian gates. Mr. Edwards asked if staff considered allowing the decorative elements on the corners and not just limiting them to gates. Mr. Heid stated that staff would look into it.

A motion to table Item 12-519 was made by Hector Marrero. The motion was seconded by Julian Kreisberg. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-520: LDR Text Amendments – B-2 Zoning District**

Mr. Heid explained that previously the FCC and B-1 zoning districts have been modified to make the districts more modern. He stated that the Land Development Regulations are a cumulative code. Uses that are allowed in the B-1 are automatically allowed in the B-2. Several uses are recommended for deletion because they are antiquated. There are some conditional uses that staff feels should not require special approval. He noted that pet shops and recording studio are required to be in sound proofed buildings.

Mr. Kreisberg asked if the pet shops would be allowed to sell dogs. Mr. Heid stated yes. Mr. Kreisberg stated that Hallandale beach recently passed an ordinance that banned the sale of dogs from puppy mills.

Chairman Piper asked about fast food restaurants. Mr. Heid stated that currently fast food restaurants are conditional and staff is recommending that they be permitted, but to keep fast food with drive-thru as conditional. He advised the board that a fast food restaurant is a restaurant that has an overhead menu, does not have waiter service, or uses disposable plates and utensils.

Mr. Heid stated that if the Board had any concerns with pet shops, pet shops could be conditional and groomers and supplies could be permitted. Chairman Piper asked why is there a concern with the sale of animals if they are in a air conditioned sound proofed building. Mr. Kreisberg that the issue is that the dogs and cats may come from puppy mills. Mr. Heid said that it is hard to regulate where a store gets there supplies.

A motion to table Item 12-520 was made by Julian Kreisberg. The motion was seconded by Jaime Eisen. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-521: LDR Text Amendments – Setback Exceptions**

Mr. Heid explained that there is a provision in the Land Development Regulations that applies to properties in the RS-1, RS-2, and RS-3 which reduces the setbacks by 5 feet for all lots plotted before 1980 and are larger than 5,000 square feet in size. He stated that the exception is the rule, so it would potentially apply to all properties. He noted that in the RS-3 zoning district the interior side yard setback is 7.5 feet and a reduction of 5 feet would leave a 2.5 foot setback, which would violate the Florida Building Code.

Chairman Piper opened the floor for Board Discussion. There was no Board comment.

A motion to approve Item 12-521 was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**DISCUSSION:**

**Proposed changes to Section 2-67 Planning and Zoning Board**

Ms. Siegel explained to the Board that the Mayor and Council want to update the City’s main boards. He stated that the new ordinance will add criteria for the board members such as requiring a professional degree that is relevant to the Board. She read a list of possible degrees that would be qualified for the Planning and Zoning Board. She stated that currently the board members are chosen on a rotation basis and the Council feels that individuals should be appointed by each council member due to the term limits. Each Council Member will have the authority over one seat. She stated that the appointments will be on a staggered basis. The new appointments will take place on November 15 as opposed to June 1. She stated that the section pertaining to failure to attend meetings was already amended and is simply being added to the section.

Mr. Heid asked if the Ordinance would come back to the Board. Ms. Siegel stated that it would not come back to the Board.

Chairman Piper asked if a legal degree would be appropriate to add to the list of professional degrees. Ms. Siegel stated that it could be added; she also noted that it does say professional degree.

Mr. Kreisberg asked why there are criteria when there are no criteria for the City Council. Ms. Siegel stated that her understanding is that these are technical boards and there is some expertise that is needed.

Chairman Piper stated that historically there have been members of the board that had the type of experience professionally or technically and their contribution has not been the same as people that

have a technical background. He asked if each of the Council already appoints one member. Ms. Siegel stated that they do, but if you were appointed by an individual that no longer sits in that position the Council felt that their hands were tied and they would have to wait for the 3 year term to make a new appointment.

Mr. Kreisberg asked if the language about the chairman attending the City Council meetings has always been in the code. Ms. Siegel stated that it has, she asked to board if they would like it to be changed. She advised the Board of their options to change the language. After the discussion the Board decided to have the language removed.

Chairman Piper asked about term limits for the Board. Ms. Siegel stated that she was not aware of any term limits. Chairman Piper asked how is it determined which Council Member gets which seats. Ms. Siegel stated that come November 15 seats 1, 3, 5, and 7 will make their appointments. She stated that she will have to amend the section that talks about the first board to clean the language up.

Mr. Kreisberg asked for a update on the project located at 17400 West Dixie Highway. Mr. Heid stated that it was approved at first reading by the City Council. He advised the Board that he will add it to the old business list to keep the Board updated.

Mr. Edwards stated that felt that it is important to have a broader mix other than construction professionals. He stated that the list of professional would limit the board to members with a bias towards development and construction. Ms. Spiegel stated that the board members are residents so they would hopefully use both hats. Chairman Piper pointed out that all the current board members meet the new requirements.

Mr. Kreisberg asked who will make the determination that an appointment is qualified. Ms. Spiegel stated that anyone wishing to be on the board would have to fill out a application that would go through that City Clerk and the Council.

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**Adjournment** - A motion to adjourn was made by Julian Kreisberg and seconded by Jaime Eisen. The meeting was adjourned at 8:16 pm.

**RESOLUTION NO. R2012-41**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING AN AFTER-THE-FACT VARIANCE FROM SECTION 24-44(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TWO FEET (2') OF THE MINIMUM REQUIRED INTERIOR SIDE YARD SETBACK OF FIVE (5'), WHERE INTERIOR SIDE YARD SETBACK OF THREE FEET (3') IS EXISTING ON PROPERTY LEGALLY DESCRIBED AS:**

**LOT 13, BLOCK 9, OF FULFORD BY THE SEA SECTION "E", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL**

**A/K/A  
1687 NE 174 Street  
North Miami Beach, Florida**

**(P&Z Item No. 12-518 of April 9, 2012)**

**WHEREAS**, the property described herein is zoned RS-4, Residential Single-Family; and

**WHEREAS**, the applicant purchased the property with a screen porch, which had no prior building permits for its construction; and

**WHEREAS**, the applicant later replaced the screen enclosure with windows, without obtaining a permit; and

**WHEREAS**, the applicant requests an after-the-fact variance in order to obtain a permit and resolve a code violation for an existing addition located at 1687 NE 174 Street; and

**WHEREAS**, the Planning and Zoning Board on April 9, 2012 unanimously recommended approval of the requested after-the-fact variance, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
  - Survey, Sheet 1 of 1, by J.F. Lopez & Associates, Inc., dated 8/4/2004;



- Site Plan & Floor Plan, Sheet A-1, by J.O.D. Consultants, dated 4/6/2010;
  - Elevations, Sheet A-2, by J.O.D. Consultants, dated 11/22/2010;
  - Landscape Plan, Sheet A-0, by J.O.D. Consultants, dated 4/6/2010
2. Must obtain an after-the-fact building permit.
  3. The brick pavers along the west side of the house must be removed and replaced with sod or landscaping. All rain water must be retained on site.
  4. Only one shed is permitted per property. One of the two sheds must be removed.
  5. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval.

**NOW, THEREFORE,**

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

**Section 1.** An after-the-fact variance from section 24-44(D)(3) of the Code of Ordinances of the City of North Miami Beach to waive two feet (2') of the minimum required interior side yard setback of five feet (5'), where a interior side yard setback of three feet (3') is existing, on property legally described as:

**LOT 13, BLOCK 9, OF FULFORD BY THE SEA SECTION  
“E”, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 8, PAGE 63, OF THE PUBLIC  
RECORDS OF MIAMI-DADE COUNTY, FL**

**A/K/A  
1687 NE 174 Street  
North Miami Beach, Florida**

is hereby granted subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
  - Survey, Sheet 1 of 1, by J.F. Lopez & Associates, Inc., dated 8/4/2004;
  - Site Plan & Floor Plan, Sheet A-1, by J.O.D. Consultants, dated 4/6/2010;
  - Elevations, Sheet A-2, by J.O.D. Consultants, dated 11/22/2010;
  - Landscape Plan, Sheet A-0, by J.O.D. Consultants, dated 4/6/2010

**RESOLUTION NO. R2012-41**

2. Must obtain an after-the-fact building permit.
3. The brick pavers along the west side of the house must be removed and replaced with sod or landscaping. All rain water must be retained on site.
4. Only one shed is permitted per property. One of the two sheds must be removed.
5. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval.

**Section 2.** Pursuant to Section 24-176(C)(4) of the Code of Ordinances of the City of North Miami Beach, any variance granted shall automatically expire if a permit has not been issued within six (6) months from the date of this Resolution or, if the permit is issued, expires or is revoked pursuant to the Florida Building Code.

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



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, May 15, 2012

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**RE:** Resolution No. R2012-42 (City Planner Christopher Heid)

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**BACKGROUND:** The applicant, Tores Emes Development Corp., request modification to a previously approved by Resolution R2011-20, which granted variances and site plan approval for the construction of a dormitory building at 1055 Miami Gardens Drive. Modifications requested include increasing the square footage, increasing the height, altering the floor plan and design of the proposed dormitory and increasing the student capacity.

**RECOMMENDATION:** Approval.

**FISCAL IMPACT:** None.

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

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### ATTACHMENTS:

- ❑ [Staff Report](#)
- ❑ [P&Z Minutes - April 9, 2012](#)
- ❑ [Resolution No. R2012-42](#)
- ❑ [Exhibit A](#)



# ***City of North Miami Beach, Florida***

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## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **STAFF REPORT**

### **CITY COUNCIL MEETING**

**TUESDAY, MAY 15, 2012**

<b>ITEM # 12-522</b>	<b>SCHOOL</b>
<b>OWNER OF PROPERTY</b>	TORAS CHAIM DEVELOPMENT CORPORATION
<b>ADDRESS OF PROPERTY</b>	1055 MIAMI GARDENS DRIVE
<b>LEGAL DESCRIPTION</b>	LENGTHY LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT 4
<b>EXISTING ZONING</b>	CF, COMMUNITY FACILITY
<b>EXISTING LAND USE</b>	SCHOOL CAMPUS
<b>FUTURE LAND USE DESIGNATION</b>	PUBLIC AND QUASI-PUBLIC

The applicant, Tores Emes Development Corp., request modification to a site plan previously approved by Resolution R2011-20, which granted variances and site plan approval for the construction of a 2,990 square foot, one-story dormitory building on a 126,653 square foot (2.9 acre) parcel of land at 1055 Miami Gardens Drive, located in the CF, Community facility Zoning District.

**Modifications requested include increasing the square footage, increasing the height, altering the floor plan and design of the proposed dormitory, and increasing the capacity.**

**ZONING** – The property is zoned CF, Community Facility as are properties to the west. the properties to the north, east southeast are located in Unincorporated Miami-Dade County. The properties to the south are zoned RS-2, Residential Single Family. (See attached Exhibit #1 for a Zoning Map of the subject property).

**EXISTING LAND USE** - The subject property is currently a high school campus. Surrounding properties contain single-family homes to the south and east, multifamily buildings to the north and opened space to the west. (See attached exhibit #2 for a Land Use Map of the subject property).

**FUTURE LAND USE** - The subject property is designated Public and Quasi-Public. The property to the west is designated Recreational and Open Space, while the properties to the south are

designated Residential Low Density. (See attached exhibit #3 for a Future Land Use Map of the subject property.)

**THE SITE** – The subject property is a triangular in shape containing 126,653 square feet (2.9 acres) of land. The property fronts Miami Gardens Drive to the south and the Snake Creek Canal to the west.

**THE PROJECT** – The project proposes the modification of previously approved plans for the construction of a dormitory building in the north-east corner of the subject property. Changes are proposed to the footprint, building square footage, floorplan, architectural style and site plan of the original project. However, as no new variances are created, and the proposed increase in square footage is less than the 500 square foot threshold requiring site plan approval, this project is returning to the Council for a minor modification to a previously approved site plan.

The newly proposed building would be an increase of 242 square feet, from 2,990 to 3,332 square feet. The number of dorm rooms would also increase, from 5 to 7, plus a single room for a resident assistant. As each dorm room accommodates 4 residents, this is an increase in population from 20 to 29. Parking remains adequate for the increased student population.

The proposed floor plan better accommodate student life with, in addition to the resident assistants room, enhanced bathroom facilities, increased storage, a laundry room and a large game room. However, these enhanced shared facilities come at the expense of individual space, with each dorm room reduced from approximately 240 square feet (60 square feet per resident) to 84 square feet per dorm room (21 square feet per resident).

As noted, while the footprint of the proposed building is modified, it stays within the setbacks previously granted by variance, and provides adequate step backs that enhance visual massing.

Elevations have significantly less glass area, although the introduction of split faced block provides additional visual interest.

## **HISTORY**

- **Resolution No. R2011-20** (original site plan approval and variances)
  - Planning & Zoning – This Item received a favorable recommendation from the Planning & Zoning Board by a vote of 5-0 at the meeting of March 14, 2011.
  - City Council – This item was unanimously approved by the Mayor and City Council with a vote of 7-0 at the City Council meeting of April 26, 2011.
- **Resolution No. R2012-42** (site plan modification)
  - Planning & Zoning – This item received a favorable recommendation from the Planning & Zoning Board by a vote of 7-0 at the meeting of April 9, 2012.

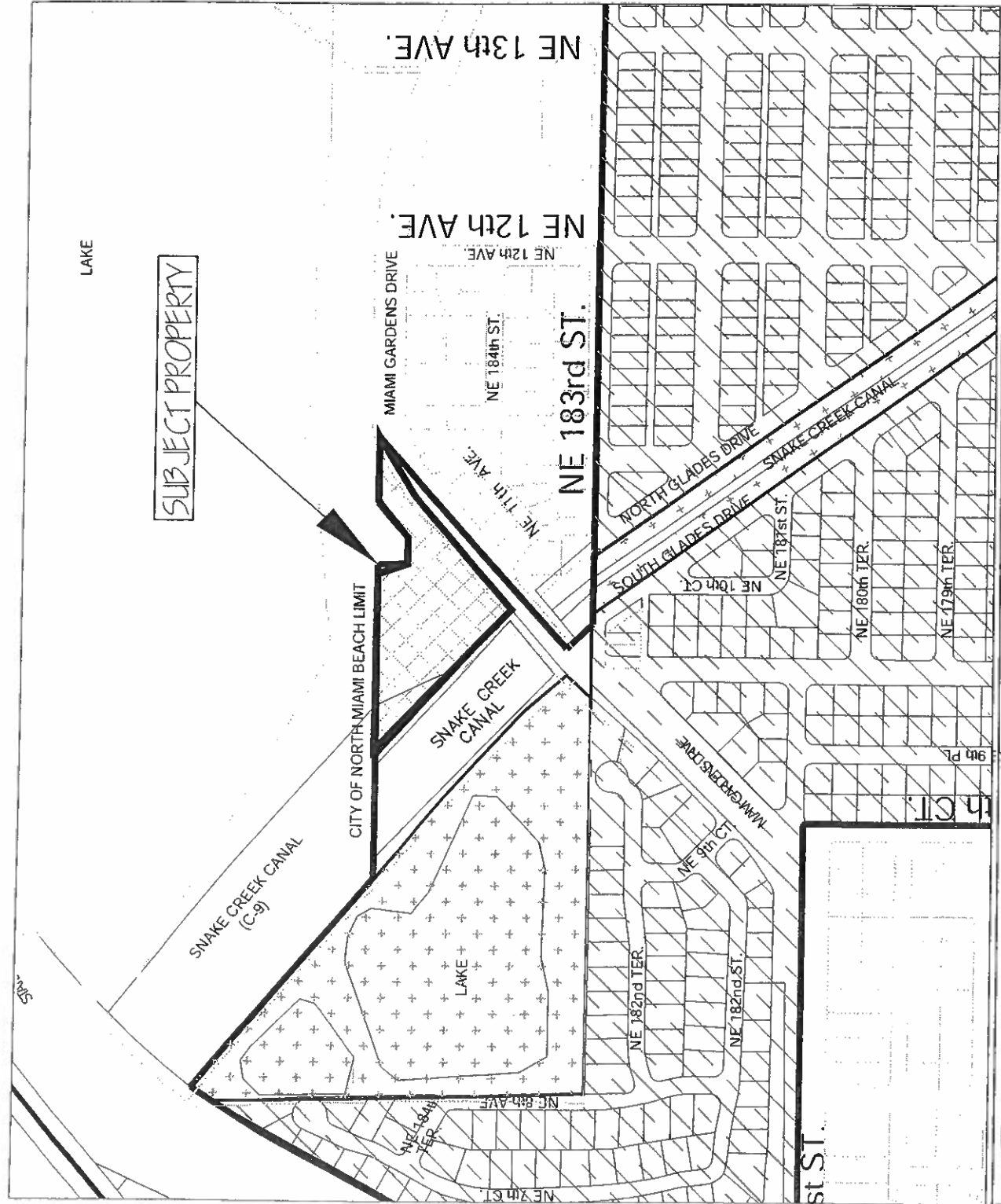
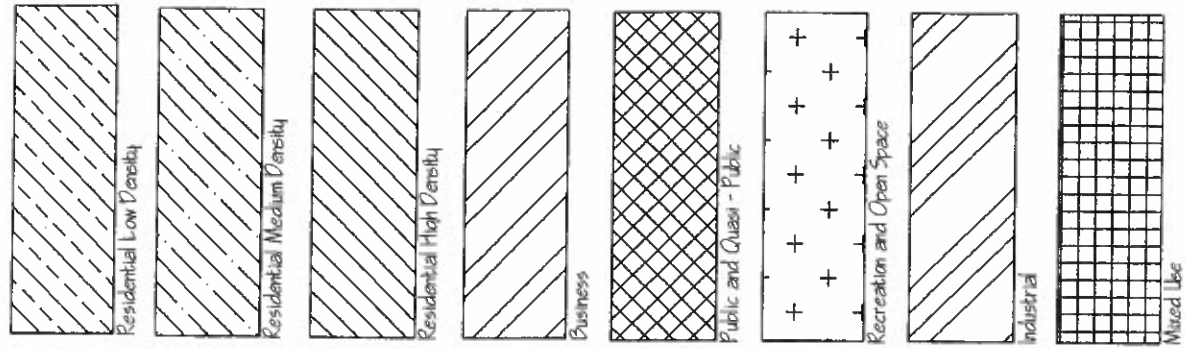
## **COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION**

It is recommended that the request for site plan modification be approved, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
  - Survey, Sheet 1 of 1, by Cousins Surveyors & Associates, dated 10/15/2011;
  - Site Plan , Sheet A-0.1, by HNM Architecture, dated 01/13/2012;
  - Site Details, Sheet A-0.2, by HNM Architecture, dated 01/13/2012;
  - Ground Floor Plan, Sheet A-1.0, by HNM Architecture, dated 01/13/2012;
  - Roof Plan, Sheet A-3.0, by HNM Architecture, dated 01/13/2012;
  - North & East Building Elevations, Sheet A-4.0, by HNM Architecture, dated 01/13/2012;
  - South & West Building Elevations, Sheet A-4.1, by HNM Architecture, dated 01/13/2012;
  - Building Section, Sheet A-5.0, by HNM Architecture, dated 01//13/2012;
  - Site Lighting Plan, Sheet E1.1, by HNM Architecture, dated 09/08/2011;
  - Existing Tree Disposition Plan, Sheet LP1, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
  - Landscape Plan, Sheet LP2, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012
  - Landscape Details and Specification, Sheet LP3, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
  - Paving & Drainage Plan, Sheet C-1, by HNM Architecture and Camero & Associates, Inc., dated 01/13/2012;
  - Erosion & Sedimentation Control Plan, Sheet C-1A, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011;
  - Pavement, Marking, & Signing Plan, Sheet C-2, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011.
2. All utilities, including but not limited to electrical, cable television and telephone must be located underground. The manner of locating these utilities, as well as the location of the transformer(s) must be submitted to and approved by the Community Development Director. Transformers and other above ground equipment must be screened with landscaping.
3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.
4. Building materials and color samples must be submitted to, and approved by, the Community Development Director prior to the issuance of a building permit for this project.

5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. Lighting shall be contained on-site only
6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy. This plan shall include all adjacent swale areas, and in particular the Miami Gardens Drive median, and should pay special attention to creating a visual buffer for the adjacent property to the north.
7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles and street furniture must be submitted to and approved by the Community Development Director
8. Garbage dumpsters shall constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, running water, hose hook-up and a floor drain.
9. Any improvements, existing or proposed, located within the South Florida Water Management District (SFWMD) right-of-way (Snake Creek/C-9 Canal) must receive written permission from the SFWMD, or be removed.
10. A unity-of-title must be created joining all parcels of the subject property. Said unity-of-title must be reviewed and approved by the City Attorney prior to the issuance of building permits for this project.
11. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval

Legend:



Future Land Use Map  
Exhibit No. 3



Prepared by CNMB Engineering Division

Taras Emes Academy  
1055 Northeast Miami Gardens Drive

City of North Miami Beach  
17050 N.E. 19th Avenue  
North Miami Beach, Florida 33162









LEGEND:

- RS-1 Residential Single Family (8,000 SF minimum)
- RS-2 Residential Single Family (7,000 SF minimum)
- RS-3 Residential Single Family (6,000 SF minimum)
- RS-4 Residential Single Family (5,000 SF minimum)
- RS-5 Residential Single Family (1,200 SF minimum)
- MH-1 Mobile Home Subdivision
- RD Residential Two-Family (Duplex)
- RM-19 Residential Low Rise Multifamily Medium Density-19 Units / Acre
- RM-23 Residential Mid-Rise Multifamily High Density-23 Units / Acre
- RM-32 Residential High-Rise Multifamily High Density-32 Units / Acre
- RO Residential Office District
- B-1 Limited Business District
- B-2 General Business District
- B-3 Intensive Business District
- B-4 Distribution Business and Light Industrial
- B-5 Distribution Business and Medium Industrial
- CF Community Facility Planned Unit Development
- PUD Planned Unit Development
- FCC Fullford Community Center

Existing Zoning Map  
Exhibit No. 1

Prepared by CNMB Engineering Division



Toras Emes Academy  
1055 Northeast Miami Gardens Drive

City of North Miami Beach  
17050 N.E. 19th Avenue  
North Miami Beach, Florida 33162



## EXHIBIT 4

### LAND DESCRIPTION:

THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA LYING NORTHEAST OF SNAKE CREEK CANAL RIGHT-OF-WAY AND LYING NORTHWESTERLY OF MIAMI GARDENS DRIVE, LESS THE NORTH 14 FEET THEREOF;

### TOGETHER WITH:

ALL THAT PART OF THE S.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, LYING NORTHEASTERLY OF A LINE THAT IS 150 FEET, MORE OR LESS, NORTHEASTERLY OF, PARALLEL AND AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE EXISTING CHANNEL OF SNAKE CREEK CANAL (CANAL C-9); SAID LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM THE S.E. CORNER OF SAID SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEAR NORTHERLY ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 473.56 FEET (471.30 FEET BY DEED), MORE OR LESS, TO 5" X 5" CONCRETE MONUMENT MARKED F.C.D.P.I.; THENCE CONTINUE NORTHERLY ALONG SAID SECTION LINE A DISTANCE OF 67.28 FEET (68.00 FEET BY DEED) TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY PARALLEL TO SAID CENTERLINE OF THE EXISTING CHANNEL OF SNAKE CREEK CANAL TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE S.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, AND THE END OF THE SPECIFICALLY DESCRIBED LINE; SAID LAND SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

### TOGETHER WITH: PARCEL A

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE N.E. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5, AND RUN N 04°57'41" W (N04°57'36"W BY DEED) ALONG THE EAST LINE OF THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5 FOR 25.00 FEET; THENCE RUN S 75°23'44" W FOR 117.55 FEET (117.54 FEET BY DEED) TO A POINT ON THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5; THENCE S 67°53'49" W FOR 98.98 FEET ; THENCE RUN S 83°37'39" W (S83°38'24"W BY DEED) FOR 120.58 FEET (120.64 FEET BY DEED); THENCE RUN S 04°59'15" E ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5 FOR 234.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE; THENCE RUN N 44°03'52" E ALONG THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE FOR 180.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP; THENCE RUN NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 814.37 FEET AND A CENTRAL ANGLE OF 12°30'00" FOR AN ARC DISTANCE OF 177.67 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 622.96 FEET AND A CENTRAL ANGLE OF 04°58'29" (4°58'44" BY DEED) FOR AN ARC DISTANCE OF 54.09 FEET (54.13 FEET BY DEED); THENCE RUN N 04°57'41" W (N4°57'36"W BY DEED) ALONG THE EAST LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 18.12 FEET (18.15 FEET BY DEED) TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

### LESS THE FOLLOWING: PARCEL B

A PORTION OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST AND A PORTION OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE N.E. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 AND RUN S 87°39'43"W (S87°39'37"W BY DEED) ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 331.38 FEET (331.39 FEET BY DEED); THENCE RUN S 04°59'15" E ALONG THE WEST LINE OF THE EAST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE S 04°59'15" E ALONG THE LAST DESCRIBED COURSE FOR 28.00 FEET; THENCE RUN S 82°09'09" W FOR 278.00 FEET; THENCE RUN S 85°45'54" W FOR 127.63 FEET (127.08 FEET BY DEED); THENCE N 53°00'57" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL (C-9) FOR 110.57 FEET (110.58 FEET BY DEED); THENCE RUN N 86°38'34" E ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE S.E. 1/4 AFORESAID OF SECTION 6 FOR 155.95 FEET; THENCE RUN S 05°00'49" E (S05°00'54"E BY DEED) ALONG THE EAST LINE OF THE AFOREMENTIONED S.E. 1/4 OF SECTION 6, FOR 14.00 FEET; THENCE RUN NORTH 87°39'43" E (N87°39'37"E BY DEED), ALONG A LINE 14 FEET SOUTH OF AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 331.38 FEET (331.39 FEET BY DEED) TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



***City of North Miami Beach, Florida***  
**COMMUNITY DEVELOPMENT DEPARTMENT**

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**PLANNING & ZONING BOARD MEETING**  
**MONDAY, APRIL 9, 2012**

**Attendees:**

Members -	Chairman Evan Piper	Staff -	Shari Kamali, Director of Public Services
	Jaime Eisen		Christopher Heid, City Planner
	Saul Smukler		Darcee Siegel, City Attorney
	Julian Kreisberg		Steven Williams, Board Recorder
	Norman Edwards		
	Hector Marrero		
	Joseph Litowich		

**Call to Order:**

The meeting was called to order at 6:05 PM by Chairman Piper. The pledge of allegiance was recited and the roll call was taken.

**Minutes:**

Chairman Piper asked the Board if there was any discussion on the minutes for the meeting of Monday, February 13, 2012. There was no discussion.

A motion to approve the minutes of Monday, February 13, 2012 was made by Julian Kreisberg and seconded by Hector Marrero. The motion passed by a vote of 7-0.

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Chairman Piper administered the oath for the members of the public that wished to speak during the meeting, he also instructed them to sign in.  
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**OLD BUSINESS:**

**City Planners Report**

Mr. Heid explained that Item 11-516 (After-the-Fact Dock: 2091 NE 191 Drive) and Item 11-513 (Townhouses: 16605 NE 35 Avenue) were approved by the City Council, Item 12-517 (LDR Text Amendments: Commercial Window Signs) has been approved on first reading and scheduled for second and final reading on April 17, 2012, and Items 11-511 (Development Review Procedures) and 11-512 (Comprehensive Plan Amendment: Policy 1.8.3) were deferred on first reading at City Council.

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**NEW BUSINESS:**

**Item # 12-518: Addition (Single-Family House); 1687 NE 174 Street – After-the-Fact Variance**

Mr. Heid stated that the applicants, , Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco, request an after-the-fact variance for an existing addition to a single-family house at 1687 NE 174 Street, in the RS-

4, Residential Single-Family Zoning District. The request variance is from Section 24-44 (D) (3) to waive 2' the minimum required interior side yard setback of 5'. (Interior side yard setback of 3' existing.)

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Carlos Azevedo.

Mr. Azevedo stated that his father (Alvaro Azevedo) was cited by Code Enforcement to have the addition removed. He said that the addition was there when they moved into the house and they enclosed the addition and added windows. He added the property owners are retired and have lived in the house for 22 years with the addition and it would be a financial burden for them to have the addition removed.

Mr. Litowich asked if the addition was being used as a family room. Mr. Heid stated that currently it is a family room. Mr. Heid went on to say that originally the room was a screen porch and the property owner has enclosed it with windows. He added that there is no evidence of permits for the original screen porch or the enclosure. Mr. Litowich also asked if the variance was for the side yard setback encroachment or increased lot coverage. Mr. Heid stated that the request is to waive 2 feet of the interior side yard setback.

Mr. Litowich asked the applicant if the room is currently being used as a family room and not an extra bedroom. Mr. Azevedo stated that the addition is the family room. Mr. Litowich asked how long the addition has been in existence. Mr. Azevedo said that his family purchased the house in 1988 and the addition was already there, and they added the windows. Mr. Litowich asked if any of the neighbors are present. Mr. Heid stated the neighbor that is adjacent to the addition has written a letter of support.

Chairman Piper asked if the Building Official has reviewed the addition. Mr. Heid said that the addition has been reviewed by the Building Department. He added that at first there was a concern that the setback did not meet the Florida Building Code, but it turns out that the Code only requires 6 feet between structures, which this addition does meet. Chairman Piper asked if there were other portions of the house that had the same setback issue. Mr. Heid advised the board that the rest of the house meets the setback requirements.

Mr. Litowich asked if the house would require a Class A fire rating because it is so close to the neighbor. Mr. Heid said that he did not know and it would be up to the Building Division.

Mr. Kreisberg asked how the addition was cited. Mr. Heid stated that the neighbor to the west pulled a permit and when the inspectors performed the inspection they noticed an issue with the shed on the subject property. The applicants corrected the violation with the shed. When the building inspectors inspected the property to verify that the violation with the shed had been corrected they noticed the addition. Mr. Kreisberg stated that he drove around the block and noticed other issues in the area. Mr. Heid stated that the block is not atypical. Mr. Kreisberg stated that the biggest issue is the addition and not the canopy or the sheds. Mr. Heid said that that is correct but the property should be looked at in its totality, like any other project that comes before the board. Mr. Heid pointed out the fact that there is a paver walkway between the addition and the fence that staff is requesting be moved as part of the approval.

Mr. Kreisberg asked what the property was cited for. Mr. Heid stated that the property was originally sited for an extension of the shed roof. Mr. Kreisberg asked if there were any fines. Mr. Azevedo stated

that there were no fines and they corrected the violation. Mr. Kreisberg asked if they have been cited for the setback encroachment. Mr. Heid stated that the code violation was for the shed and the building violation was for the construction of the addition without a permit. Mr. Kreisberg also asked who proposed who suggested that they get a variance. Mr. Heid stated that he did because they came to him with the issue of the structure and they only had two options; demolish the addition or get a variance to keep it.

Mr. Litowich asked which of the two sheds will be removed. Mr. Heid stated that the shed which is adjacent to the house. He added that it does not meet Florida Building Code. Mr. Litowich stated that the other shed only has a setback of 4 feet. He then asked if the requirement was 5 feet. Mr. Heid stated that the requirement is 5 feet, but the shed does have a permit and it was constructed in accordance with the permit plans.

Mr. Smukler stated that the plans are dated 2010, he asked if the plans are current and why they were done in 2010. Mr. Azevedo stated that they applied for a permit for the carport in 2010 and the plans are from that permit. He also stated that some modifications have been done as part of this application. Mr. Heid stated that the staff was able to determine that the survey was accurate with a site visit. Mr. Kreisberg asked what will be required for the permit. Mr. Heid stated that the survey that has been submitted will be sufficient.

Chairman Piper opened the floor for public comment. There no one present that wished to speak on this item.

Public comment was closed.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends favorably with the 5 conditions as listed in the staff report.

Chairman Piper asked the applicant if they could accept the all the conditions. Mr. Azevedo replied yes.

A motion to approve Item 12-518 was made by Joseph Litowich. The motion was seconded by Julian Kreisberg. The motion to approve item 12-518 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-522: Yeshiva Tores Chaim; 1055 Miami Gardens Drive – Site Plan Modification**

Mr. Heid stated that the project was originally recommended favorably by the Planning & Zoning Board on March 14, 2011 and approved by the City Council on April 26, 2011. The applicant is requesting a minor modification to the originally approved plans. The modifications are to the site plan, floor plan, and elevations, but no new variances have been created and the modifications are under the 500 square foot limitation.

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Michael Hanlon, architect.

Mr. Hanlon stated that he modified the site plan because the program changed after the project was originally approved.

Chairman Piper asked for a simple explanation as to why the modification is needed. Mr. Hanlon stated that the programming for the project changed. Mr. Kreisberg asked what he meant by programming. Mr. Hanlon explained that the number of dorm rooms changed and a game room was added. Mr. Heid informed the Board that their packages included the originally approved plans and the proposed modifications.

Mr. Heid stated that he wanted the Board to be aware of the increase in student population; from 20 students originally approved to 28 students and a dorm counselor now being proposed. He added that other modifications include the addition of a game room and laundry facility and upgraded bathrooms. The dorm rooms have been reduced from 240 square feet to 84 square feet; from approximately 60 square foot per student to 21 square foot per person. He stated that the rooms are small but ultimately as long as it meets the Florida Building Code, the parents and students will have to decide if they are comfortable with the size of the rooms.

Chairman Piper asked if the footprint of the building has changed. Mr. Heid said that it has changed, but the proposed building does remain within the previously approved setbacks. Mr. Marrero asked if permits have been pulled for the changes. Mr. Heid stated that this is conceptual and nothing has been built. Chairman Piper asked if the square footage of the dorm rooms meets the applicable codes. Mr. Heid stated that the plans have been given to the building division and there were no comments.

Mr. Litowich asked why a 18 foot high parapet wall was needed. Mr. Hanlon stated that the parapet wall is needed to screen the rooftop equipment. Mr. Litowich stated that he believed that the previously approved plans showed the dorm attached to the existing building. Rabbi Askotzky stated that both proposals proposed the buildings to be separated. Mr. Hanlon added that the buildings will be connected by a covered walkway but not enclosed space. Mr. Heid stated that if the parapet was not proposed it would have been required as a condition of approval.

Mr. Kreisberg asked if a market study has been done to determine if students will be willing to live in 80 square foot space. Rabbi Askotzky stated that the students have class from 7:30 in the morning to 9 or 10:30 at night. The rooms are only used for sleeping and the game room will be used for other activities.

Mr. Edwards asked for the size of the main area of the room where the beds will be. Mr. Hanlon stated that it is about 14 feet by 7 feet. Mr. Edwards stated that the space is pretty small.

Mr. Smuckler stated that in his opinion the rooms are much too small. He also asked if egress requirements have been addressed. Mr. Heid stated that egress is reviewed by Miami-Dade Fire.

Mr. Heid stated that the rooms are small, but at some point that will be up to the students and parents. He added that the Rabbi makes a good point; the rooms are not designed for congregation. Mr. Heid

said that if the project was rental apartment or condominium it would be looked at differently because of the market.

Chairman Piper opened the floor for public comment. There was one person that wished to speak on this item; Robert Klein, President of the Royal Bahamian Condominium.

Mr. Klein stated that he was not opposed to the modification; although he believed that the original proposal looked better. He stated that his problem was that landscaping along the perimeter, buffering his community, had never been installed. He requested that the board require that the landscaping be installed prior to the construction of the building. He also recommended that a no u-turn sign be placed on Miami Gardens Drive because of the traffic from the school.

Public comment was closed.

Rabbi Askotzky stated that he has taken the comments into consideration and the landscaping has been designed by a Landscape Architect to address the issues. Chairman Piper asked if the landscaping from the original building was done and does it still exist. Rabbi Askotzky stated that he was not around at that time. Mr. Heid stated that originally the proposed property provided significant landscaping, but virtually none of the conditions that were attached to the approval were done. He added that almost all of the people involved with the original addition are no longer involved. Chairman Piper asked if it would be fair to say that all of the conditions will be completed prior to the issuance of a C.O. (certificate of occupancy) for the new addition. Mr. Heid stated yes, but the same was true 10 years ago.

Chairman Piper asked who makes the final decision of the C.O. Mr. Heid stated that the Building Department issues the certificates of occupancy. He added that back then when the first addition was built the certificates of occupancy were not signed by the Zoning Department, but now the Zoning Department must sign prior to its issuance. The certificate of occupancy will not be signed by Zoning until all the conditions of approval are completed. Chairman Piper asked Mr. Heid if it was fair to say that he will not sign off if the landscaping is not in place. Mr. Heid said yes. He then asked Mr. Heid if it was fair to say that if he does not sign a C.O. will not be issued. Mr. Heid stated yes. Mr. Heid added that he does not recommend the landscaping be installed at the beginning because it will be damaged during construction.

Mr. Kreisberg asked if the landscaping is only addressing the addition. Mr. Heid stated that the landscape plan is property wide. Mr. Kreisberg asked if landscaping could be done on other parts of the property that will not be affected by the construction. Mr. Heid said that it is possible, but it is cheaper and cleaner to do all the landscaping at one time. He advised the Board that they do have the ability to require that part of the landscaping be completed now through a condition. Rabbi Askotzky stated that they are also redoing the building on the east side and the parking lot; there is little space to play with that will not be affected by the construction.

Mr. Heid advised the Board that he would like to add language to condition number 6 for the revised landscape plan in pay special attention to the buffer between the two properties. He added that the new plan is much better than that previously approved but he would still like it to be looked at again.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends approval with the 11 conditions, including the modification to condition 6.



Chairman Piper asked the applicant if they could accept all the conditions. Mr. Hanlon replied yes.

A motion to approve Item 12-522 with the 11 conditions (as modified) listed in the staff report was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion to approve item 12-522 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-519: LDR Text Amendments – Fence Height**

Mr. Heid gave a brief explanation of the proposed changes to the Land Development Regulations regarding fences, walls, and hedges. He stated that in the RS-1 current regulations limit fences, walls and hedges to 5 feet; however the rest of the city allows 6 foot in the rear yard and 4 in the front yard. He stated that people want 6 feet in the rear yard. The proposal is to increase the height of fences to 6 feet in the rear and reduce them to 4 feet in the front.

Mr. Smuckler asked about the height of fences and hedges around tennis courts. Mr. Heid stated that currently fences around tennis courts are permitted to a height of 10 feet with the permission of the abutting neighbor. He stated that staff is suggesting that the requirement of permission of the neighbor be removed from the code.

Mr. Heid stated that staff is recommending that vehicular and pedestrian gates be allowed to have an additional foot for decorative elements. He added that it is proposed that hedges be dropped from the fence section. He stated that it is not the height of the hedges, but the maintenance that is the problem. He said that they can be an attractive element to a house. Chairman Piper stated that it could be a safety issue because of the driveways. Mr. Heid stated that the hedges should stop at the property line.

Mr. Marrero stated that he believes that there should be a limit on hedges, and that the height should not be unlimited. Mr. Heid stated that it could be reverted back to the height of the fence. He suggested that the ordinance could be brought back.

Mr. Kreisberg asked about measuring from the crown of road. Mr. Heid stated that that is existing language. Mr. Kreisberg stated that measuring from the crown of road could be an issue because the new houses are built at a higher elevation. Mr. Heid said that staff will look at the issue.

Mr. Heid stated that staff is recommending that the fence height be increased to 6 foot in the front, side and rear yard of the multifamily zoning districts. He also added that an additional 1 foot would be allowed for decorative elements on vehicular and pedestrian gates. Mr. Edwards asked if staff considered allowing the decorative elements on the corners and not just limiting them to gates. Mr. Heid stated that staff would look into it.

A motion to table Item 12-519 was made by Hector Marrero. The motion was seconded by Julian Kreisberg. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-520: LDR Text Amendments – B-2 Zoning District**

Mr. Heid explained that previously the FCC and B-1 zoning districts have been modified to make the districts more modern. He stated that the Land Development Regulations are a cumulative code. Uses that are allowed in the B-1 are automatically allowed in the B-2. Several uses are recommended for deletion because they are antiquated. There are some conditional uses that staff feels should not require special approval. He noted that pet shops and recording studio are required to be in sound proofed buildings.

Mr. Kreisberg asked if the pet shops would be allowed to sell dogs. Mr. Heid stated yes. Mr. Kreisberg stated that Hallandale beach recently passed an ordinance that banned the sale of dogs from puppy mills.

Chairman Piper asked about fast food restaurants. Mr. Heid stated that currently fast food restaurants are conditional and staff is recommending that they be permitted, but to keep fast food with drive-thru as conditional. He advised the board that a fast food restaurant is a restaurant that has an overhead menu, does not have waiter service, or uses disposable plates and utensils.

Mr. Heid stated that if the Board had any concerns with pet shops, pet shops could be conditional and groomers and supplies could be permitted. Chairman Piper asked why is there a concern with the sale of animals if they are in a air conditioned sound proofed building. Mr. Kreisberg that the issue is that the dogs and cats may come from puppy mills. Mr. Heid said that it is hard to regulate where a store gets there supplies.

A motion to table Item 12-520 was made by Julian Kreisberg. The motion was seconded by Jaime Eisen. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-521: LDR Text Amendments – Setback Exceptions**

Mr. Heid explained that there is a provision in the Land Development Regulations that applies to properties in the RS-1, RS-2, and RS-3 which reduces the setbacks by 5 feet for all lots plotted before 1980 and are larger than 5,000 square feet in size. He stated that the exception is the rule, so it would potentially apply to all properties. He noted that in the RS-3 zoning district the interior side yard setback is 7.5 feet and a reduction of 5 feet would leave a 2.5 foot setback, which would violate the Florida Building Code.

Chairman Piper opened the floor for Board Discussion. There was no Board comment.

A motion to approve Item 12-521 was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**DISCUSSION:**

**Proposed changes to Section 2-67 Planning and Zoning Board**

Ms. Siegel explained to the Board that the Mayor and Council want to update the City’s main boards. He stated that the new ordinance will add criteria for the board members such as requiring a professional degree that is relevant to the Board. She read a list of possible degrees that would be qualified for the Planning and Zoning Board. She stated that currently the board members are chosen on a rotation basis and the Council feels that individuals should be appointed by each council member due to the term limits. Each Council Member will have the authority over one seat. She stated that the appointments will be on a staggered basis. The new appointments will take place on November 15 as opposed to June 1. She stated that the section pertaining to failure to attend meetings was already amended and is simply being added to the section.

Mr. Heid asked if the Ordinance would come back to the Board. Ms. Siegel stated that it would not come back to the Board.

Chairman Piper asked if a legal degree would be appropriate to add to the list of professional degrees. Ms. Siegel stated that it could be added; she also noted that it does say professional degree.

Mr. Kreisberg asked why there are criteria when there are no criteria for the City Council. Ms. Siegel stated that her understanding is that these are technical boards and there is some expertise that is needed.

Chairman Piper stated that historically there have been members of the board that had the type of experience professionally or technically and their contribution has not been the same as people that

have a technical background. He asked if each of the Council already appoints one member. Ms. Siegel stated that they do, but if you were appointed by an individual that no longer sits in that position the Council felt that their hands were tied and they would have to wait for the 3 year term to make a new appointment.

Mr. Kreisberg asked if the language about the chairman attending the City Council meetings has always been in the code. Ms. Siegel stated that it has, she asked to board if they would like it to be changed. She advised the Board of their options to change the language. After the discussion the Board decided to have the language removed.

Chairman Piper asked about term limits for the Board. Ms. Siegel stated that she was not aware of any term limits. Chairman Piper asked how is it determined which Council Member gets which seats. Ms. Siegel stated that come November 15 seats 1, 3, 5, and 7 will make their appointments. She stated that she will have to amend the section that talks about the first board to clean the language up.

Mr. Kreisberg asked for a update on the project located at 17400 West Dixie Highway. Mr. Heid stated that it was approved at first reading by the City Council. He advised the Board that he will add it to the old business list to keep the Board updated.

Mr. Edwards stated that felt that it is important to have a broader mix other than construction professionals. He stated that the list of professional would limit the board to members with a bias towards development and construction. Ms. Spiegel stated that the board members are residents so they would hopefully use both hats. Chairman Piper pointed out that all the current board members meet the new requirements.

Mr. Kreisberg asked who will make the determination that an appointment is qualified. Ms. Spiegel stated that anyone wishing to be on the board would have to fill out a application that would go through that City Clerk and the Council.

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**Adjournment** - A motion to adjourn was made by Julian Kreisberg and seconded by Jaime Eisen. The meeting was adjourned at 8:16 pm.

**RESOLUTION NO. R2012-42**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN MODIFICATION TO A SITE PLAN PREVIOUSLY APPROVED UNDER RESOLUTION NO. R2011-20 FOR THE CONSTRUCTION OF A ONE-STORY DORMITORY BUILDING ON A 126,653 SQUARE FOOT (2.9 ACRE) PARCEL OF LAND, ON PROPERTY LEGALLY DESCRIBED AS:**

**(LENGTHY LEGAL - SEE ATTACHED EXHIBIT ("A"))**

**A/K/A  
1055 Miami Gardens Drive  
North Miami Beach, Florida  
(P&Z Item No. 12-522 of April 9, 2012)**

**WHEREAS**, the property described herein is zoned CF, Community Facility District; and

**WHEREAS**, Resolution No. R2011-20 granted site plan approval and variances in order to construct a one-story dormitory building on a 126,653 square foot (2.9 acre) parcel of land at 1055 Miami Gardens Drive; and

**WHEREAS**, the applicant requests site plan modification from the previously approved site plan to increase the square footage of the dormitory by two hundred and forty-two (242) square feet, increase the height of the dormitory by two (2) feet, increase the student population from eighteen (18) to twenty-nine (29), and alter the floor plan and design of the dormitory; and

**WHEREAS**, the requested modifications have been determined by Staff to be minor in nature; and

**WHEREAS**, the Planning and Zoning Board on April 9, 2012 recommended approval of the site plan modification by a vote of 7-0, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:

- Survey, Sheet 1 of 1, by Cousins Surveyors & Associates, dated 10/15/2011;
  - Site Plan , Sheet A-0.1, by HNM Architecture, dated 01/13/2012;
  - Site Details, Sheet A-0.2, by HNM Architecture, dated 01/13/2012;
  - Ground Floor Plan, Sheet A-1.0, by HNM Architecture, dated 01/13/2012;
  - Roof Plan, Sheet A-3.0, by HNM Architecture, dated 01/13/2012;
  - North & East Building Elevations, Sheet A-4.0, by HNM Architecture, dated 01/13/2012;
  - South & West Building Elevations, Sheet A-4.1, by HNM Architecture, dated 01/13/2012;
  - Building Section, Sheet A-5.0, by HNM Architecture, dated 01//13/2012;
  - Site Lighting Plan, Sheet E1.1, by HNM Architecture, dated 09/08/2011;
  - Existing Tree Disposition Plan, Sheet LP1, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
  - Landscape Plan, Sheet LP2, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012
  - Landscape Details and Specification, Sheet LP3, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
  - Paving & Drainage Plan, Sheet C-1, by HNM Architecture and Camero & Associates, Inc., dated 01/13/2012;
  - Erosion & Sedimentation Control Plan, Sheet C-1A, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011;
  - Pavement, Marking, & Signing Plan, Sheet C-2, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011.
2. All utilities, including, but not limited to, electrical, cable television and telephone must be located underground. The manner of locating these utilities, as well as the location of the transformer(s) must be submitted to and approved by the Community Development Director. Transformers and other above ground equipment must be screened with landscaping.
  3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.
  4. Building materials and color samples must be submitted to, and approved by, the Community Development Director prior to the issuance of a building permit for this project.
  5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. Lighting shall be contained on-site only.
  6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and

approved prior to the issuance of a Certificate of Occupancy. This plan shall include all adjacent swale areas, and in particular, the Miami Gardens Drive median, and should pay special attention to creating a visual buffer for the adjacent property to the north.

7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles and street furniture must be submitted to and approved by the Community Development Director.
8. Garbage dumpsters shall be constructed of CBS with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, running water, hose hook-up and a floor drain.
9. Any improvements, existing or proposed, located within the South Florida Water Management District (SFWMD) right-of-way (Snake Creek/C-9 Canal) must receive written permission from the SFWMD, or be removed.
10. A unity of title must be created joining all parcels of the subject property. Said unity of title must be reviewed and approved by the City Attorney prior to the issuance of building permits for this project.
11. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval

**NOW, THEREFORE,**

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

**Section 1.** Modification to the site plan previously approved under Resolution No. R2011-20 for the construction of a one-story dormitory building on a 126,653 square foot (2.9 acre) parcel of land, on property legally described as:

**(LENGTHY LEGAL - SEE ATTACHED EXHIBIT "A")**

**A/K/A  
1055 Miami Gardens Drive  
North Miami Beach, Florida  
(P&Z Item No. 12-522 of April 9, 2012)**

is hereby granted subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:

- Survey, Sheet 1 of 1, by Cousins Surveyors & Associates, dated 10/15/2011;
- Site Plan , Sheet A-0.1, by HNM Architecture, dated 01/13/2012;
- Site Details, Sheet A-0.2, by HNM Architecture, dated 01/13/2012;
- Ground Floor Plan, Sheet A-1.0, by HNM Architecture, dated 01/13/2012;
- Roof Plan, Sheet A-3.0, by HNM Architecture, dated 01/13/2012;
- North & East Building Elevations, Sheet A-4.0, by HNM Architecture, dated 01/13/2012;
- South & West Building Elevations, Sheet A-4.1, by HNM Architecture, dated 01/13/2012;
- Building Section, Sheet A-5.0, by HNM Architecture, dated 01//13/2012;
- Site Lighting Plan, Sheet E1.1, by HNM Architecture, dated 09/08/2011;
- Existing Tree Disposition Plan, Sheet LP1, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
- Landscape Plan, Sheet LP2, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012
- Landscape Details and Specification, Sheet LP3, by HNM Architecture and Lynn Bender Landscape Architecture, Inc., dated 01/13/2012;
- Paving & Drainage Plan, Sheet C-1, by HNM Architecture and Camero & Associates, Inc., dated 01/13/2012;
- Erosion & Sedimentation Control Plan, Sheet C-1A, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011;
- Pavement, Marking, & Signing Plan, Sheet C-2, by HNM Architecture and Camero & Associates, Inc., dated 09/21/2011.

2. All utilities, including, but not limited to, electrical, cable television and telephone must be located underground. The manner of locating these utilities, as well as the location of the transformer(s) must be submitted to and approved by the Community Development Director. Transformers and other above ground equipment must be screened with landscaping.
3. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.
4. Building materials and color samples must be submitted to, and approved by, the Community Development Director prior to the issuance of a building permit for this project.
5. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. Lighting shall be contained on-site only.



6. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to, and approved by, the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy. This plan shall include all adjacent swale areas, and in particular, the Miami Gardens Drive median, and should pay special attention to creating a visual buffer for the adjacent property to the north.
7. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles and street furniture must be submitted to and approved by the Community Development Director.
8. Garbage dumpsters shall be constructed of CBS with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, running water, hose hook-up and a floor drain.
9. Any improvements, existing or proposed, located within the South Florida Water Management District (SFWMD) right-of-way (Snake Creek/C-9 Canal) must receive written permission from the SFWMD, or be removed.
10. A unity of title must be created joining all parcels of the subject property. Said unity of title must be reviewed and approved by the City Attorney prior to the issuance of building permits for this project.
11. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval

**Section 2.** Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the applicant must obtain a master building permit from the City within six (6) months of the date of this Resolution or the site plan approval granted shall be deemed null and void and the applicant shall be required to reinstate the site plan review process unless the term is extended administratively or by the City Council prior to its expiration.

**Section 3.** Pursuant to Section 24-176(C)(4) of the Code of Ordinances of the City of North Miami Beach, any variance granted shall automatically expire if a permit has not been issued within six (6) months from the date of this Resolution or, if the permit is issued, expires or is revoked pursuant to the Florida Building Code.

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

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM:

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

SPONSORED BY: Mayor & City Council

# EXHIBIT A

## LAND DESCRIPTION:

THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA LYING NORTHEAST OF SNAKE CREEK CANAL RIGHT-OF-WAY AND LYING NORTHWESTERLY OF MIAMI GARDENS DRIVE, LESS THE NORTH 14 FEET THEREOF;

## TOGETHER WITH:

ALL THAT PART OF THE S.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, LYING NORTHEASTERLY OF A LINE THAT IS 150 FEET, MORE OR LESS, NORTHEASTERLY OF, PARALLEL AND AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE EXISTING CHANNEL OF SNAKE CREEK CANAL (CANAL C-9); SAID LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM THE S.E. CORNER OF SAID SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEAR NORTHERLY ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 473.56 FEET (471.30 FEET BY DEED), MORE OR LESS, TO 5" X 5" CONCRETE MONUMENT MARKED F.C.D.P.I.; THENCE CONTINUE NORTHERLY ALONG SAID SECTION LINE A DISTANCE OF 67.28 FEET (68.00 FEET BY DEED) TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY PARALLEL TO SAID CENTERLINE OF THE EXISTING CHANNEL OF SNAKE CREEK CANAL TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE S.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, AND THE END OF THE SPECIFICALLY DESCRIBED LINE; SAID LAND SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

## TOGETHER WITH: PARCEL A

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE N.E. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5, AND RUN N 04°57'41" W (N04°57'36" W BY DEED) ALONG THE EAST LINE OF THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5 FOR 25.00 FEET; THENCE RUN S 75°23'44" W FOR 117.55 FEET (117.54 FEET BY DEED) TO A POINT ON THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5; THENCE S 67°53'49" W FOR 98.98 FEET; THENCE RUN S 83°37'39" W (S83°38'24" W BY DEED) FOR 120.58 FEET (120.64 FEET BY DEED); THENCE RUN S 04°59'15" E ALONG THE WEST LINE OF THE E. 1/2 OF THE SW 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5 FOR 234.60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE; THENCE RUN N 44°03'52" E ALONG THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE FOR 180.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP; THENCE RUN NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 814.37 FEET AND A CENTRAL ANGLE OF 12°30'00" FOR AN ARC DISTANCE OF 177.67 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 622.96 FEET AND A CENTRAL ANGLE OF 04°58'29" (4°58'44" BY DEED) FOR AN ARC DISTANCE OF 54.09 FEET (54.13 FEET BY DEED); THENCE RUN N 04°57'41" W (N4°57'36" W BY DEED) ALONG THE EAST LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 5 FOR 18.12 FEET (18.15 FEET BY DEED) TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

## LESS THE FOLLOWING: PARCEL B

A PORTION OF THE S.W. 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 42 EAST AND A PORTION OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE N.E. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 AND RUN S 87°39'43" W (S87°39'37" W BY DEED) ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 331.38 FEET (331.39 FEET BY DEED); THENCE RUN S 04°59'15" E ALONG THE WEST LINE OF THE EAST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE S 04°59'15" E ALONG THE LAST DESCRIBED COURSE FOR 28.00 FEET; THENCE RUN S 82°09'09" W FOR 278.00 FEET; THENCE RUN S 85°45'54" W FOR 127.63 FEET (127.08 FEET BY DEED); THENCE N 53°00'57" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL (C-9) FOR 110.57 FEET (110.58 FEET BY DEED); THENCE RUN N 86°38'34" E ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE S.E. 1/4 AFORESAID OF SECTION 6 FOR 155.95 FEET; THENCE RUN S 05°00'49" E (S05°00'54" E BY DEED) ALONG THE EAST LINE OF THE AFOREMENTIONED S.E. 1/4 OF SECTION 6; FOR 14.00 FEET; THENCE RUN NORTH 87°39'43" E (N87°39'37" E BY DEED); ALONG A LINE 14 FEET SOUTH OF AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 5 FOR 331.38 FEET (331.39 FEET BY DEED) TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



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, May 15, 2012

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**RE:** Resolution No. R2012-44 (City Manager Lyndon L. Bonner)

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**BACKGROUND:** On Tuesday, February 7, 2012, the City Council passed Resolution No. R2012-14 authorizing the City Manager to transfer amounts in increments of \$50,000 to fund unforeseen, incidental expenses. Amounts exceeding \$1,000 per occurrence require additional authorization. This transfer request is for \$12,343 and will be used to pay the water bill at the tennis center that exceeded budgeted amounts because of a leak in the system.

**RECOMMENDATION:** Staff recommends approval of Resolution R2012-44 authorizing the transfer of \$12,343 from the Legislative Contingency Account to the General Fund Leisure Services Department Tennis Center Utility Services Account.

**FISCAL IMPACT:** \$12,343

**CONTACT PERSON(S):** Lyndon L. Bonner, City Manager  
Janette Smith, Finance Director  
Paulette Murphy, Director of Leisure Services

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### **ATTACHMENTS:**

- ▣ [Resolution No. R2012-44](#)

**RESOLUTION NO. R2012-44**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO TRANSFER AN AMOUNT OF \$12,393 FROM THE LEGISLATIVE CONTINGENCY ACCOUNT INTO THE GENERAL FUND LEISURE SERVICES DEPARTMENT TENNIS CENTER UTILITY SERVICES ACCOUNT FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2011.**

**WHEREAS**, the City Council of the City of North Miami Beach approved and adopted the annual budget of the City of North Miami Beach for the fiscal year 2011-2012 by Ordinance No. 2011-14 (“Budget Ordinance”); and

**WHEREAS**, from time to time, during the normal conduct of the City’s operations, situations arise which require the amendment or modification of the City’s annual adopted budget; and

**WHEREAS**, the Budget Ordinance provides that from time to time, the City Council may transfer money from one fund, account or department to another, as necessary, without being required to further amend the terms and provisions of the Budget Ordinance; and

**WHEREAS**, the City Council of the City of North Miami Beach approved Resolution No. R2012-14 authorizing the City Manager to transfer increments of \$50,000 from the Legislative Contingency Account to the Executive Contingency Account to fund unforeseen, incidental expenditures; and

**WHEREAS**, Resolution No. R2012-14 requires additional authority in cases where the transfer amounts exceed \$1,000; and

**WHEREAS**, a transfer of \$12,393 is necessary to pay the water bill at the tennis center that exceeded budgeted amounts because of a leak in the system.

**RESOLUTION R2012-44**

**NOW, THEREFORE,**

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

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

**Section 2.** The City Manager is hereby authorized to transfer funds in the amount of Twelve thousand, three hundred and ninety-three (\$12,393) from the Legislative Contingency Account No. 010100-511360, to the General Fund Leisure Services Department Tennis Center Utilities Account No. 010713-572430.

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



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:** Police Officers' & Firefighters' Pension Board.

**DATE:** Tuesday, May 15, 2012

---

**RE:** Ordinance No. 2012-4 - First Reading By Title Only (City Attorney Darcee S. Siegel)

---

**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.

**FISCAL IMPACT:**

**CONTACT PERSON(S):** Darcee S. Siegel, City Attorney

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### ATTACHMENTS:

- [Actuarial Impact Statement](#)
- [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:

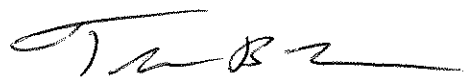
I have reviewed the proposed Ordinance amending Article VI Optional Forms of Retirement Income and I have the following comments:

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



**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, Laws 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 have 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**, the City Council believes that any cost associated with a change of a joint pensioner or designated beneficiary shall not adversely impact the Plan; and

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

**NOW THEREFORE,**

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

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

**Section 2.** Article 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:

**(c) 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 is 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 pensioner or designated beneficiary at the sole cost of the participant. The participant need not provide proof of the good health of the joint pensioner or beneficiary being removed, and the joint pensioner or beneficiary being removed need not be living. The amount of the retirement income payable to the participant upon the designation of a new joint pensioner or beneficiary shall be actuarially determined and shall be calculated in a manner to make certain that all costs of the change of the joint pensioner or beneficiary shall be borne by the participant and the new joint pensioner. The Plan actuary may calculate the new benefit as if the first designated joint

**ORDINANCE NO. 2012-4**

pensioner or beneficiary was deceased, or the Plan actuary may calculate the new benefit by adjusting the interest rate based on the age of the new joint pensioner or beneficiary, or the Plan actuary may calculate the new benefit in any actuarially-accepted method to ensure that the benefit to the participant and the new joint pensioner or beneficiary do not adversely impact the Plan. The amount of the retirement income payable to the participant upon the designation of a new joint pensioner or beneficiary shall be actuarially determined taking into account the age and sex of the former joint pensioner or by assuming that the former joint pensioner is deceased, the age and sex of the new joint pensioner and the participant, with the new benefit being adjusted so as to be actuarially equivalent to the original benefit. Each time the participant changes his/her joint pensioner or beneficiary pursuant to Section 175.333 and Section 185.161, Florida Statutes, the 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.

**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 effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 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 May, 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**



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, May 15, 2012

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

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**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. At the May 3, 2012 General Employees Pension Meeting, the Board of Trustees reviewed their decision of February 16, 2012 to reduce the interest on DROP accounts, and again voted to reduce the rate of interest from 6.5% to 3.0%, effective July 1, 2012, on all current and future DROP accounts.

**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):** Lyndon L. Bonner, City Manager  
Darcee S. Siegel, City Attorney

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### 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 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 after 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 Employees 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**, at the May 3, 2012 General Employees Pension Meeting, the Board of Trustees reviewed their decision of February 16, 2012 to reduce the interest on DROP accounts, and again voted to reduce the rate of interest from 6.5% to 3.0%, effective July 1, 2012, on all current and future DROP accounts; and

**WHEREAS**, this Ordinance was approved unanimously by the Mayor and City Council at its March 6, 2012 meeting; however, it was pulled prior to the second reading of March 20, 2012; and

**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 June 30, 2012, and reduced to 3.0% effective July 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 July 1, 2012.

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





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## MEMORANDUM

 Print

---

**TO:** Mayor and City Council

**FROM:** Lyndon L. Bonner, City Manager

**DATE:** Tuesday, May 15, 2012

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**RE:** Ordinance No. 2012-10 -First Reading by Title Only (City Planner Christopher Heid)

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**BACKGROUND:** Staff is recommending the removal of exceptions to setback regulations that reduce setbacks in the RS-1, RS-2 and RS-3 Zoning Districts by 5 feet.

**RECOMMENDATION:** Approval.

**FISCAL IMPACT:** None.

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

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### **ATTACHMENTS:**

- ❑ [P&Z Minutes - April 9, 2012](#)
- ❑ [Staff Report](#)
- ❑ [Ordinance No. 2012-10](#)



***City of North Miami Beach, Florida***  
**COMMUNITY DEVELOPMENT DEPARTMENT**

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**PLANNING & ZONING BOARD MEETING**  
**MONDAY, APRIL 9, 2012**

**Attendees:**

Members -	Chairman Evan Piper	Staff -	Shari Kamali, Director of Public Services
	Jaime Eisen		Christopher Heid, City Planner
	Saul Smukler		Darcee Siegel, City Attorney
	Julian Kreisberg		Steven Williams, Board Recorder
	Norman Edwards		
	Hector Marrero		
	Joseph Litowich		

**Call to Order:**

The meeting was called to order at 6:05 PM by Chairman Piper. The pledge of allegiance was recited and the roll call was taken.

**Minutes:**

Chairman Piper asked the Board if there was any discussion on the minutes for the meeting of Monday, February 13, 2012. There was no discussion.

A motion to approve the minutes of Monday, February 13, 2012 was made by Julian Kreisberg and seconded by Hector Marrero. The motion passed by a vote of 7-0.

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Chairman Piper administered the oath for the members of the public that wished to speak during the meeting, he also instructed them to sign in.  
-----

**OLD BUSINESS:**

**City Planners Report**

Mr. Heid explained that Item 11-516 (After-the-Fact Dock: 2091 NE 191 Drive) and Item 11-513 (Townhouses: 16605 NE 35 Avenue) were approved by the City Council, Item 12-517 (LDR Text Amendments: Commercial Window Signs) has been approved on first reading and scheduled for second and final reading on April 17, 2012, and Items 11-511 (Development Review Procedures) and 11-512 (Comprehensive Plan Amendment: Policy 1.8.3) were deferred on first reading at City Council.

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**NEW BUSINESS:**

**Item # 12-518: Addition (Single-Family House); 1687 NE 174 Street – After-the-Fact Variance**

Mr. Heid stated that the applicants, , Aurora A. Martins, Alvaro Azevedo, & Teresa Pacheco, request an after-the-fact variance for an existing addition to a single-family house at 1687 NE 174 Street, in the RS-

4, Residential Single-Family Zoning District. The request variance is from Section 24-44 (D) (3) to waive 2' the minimum required interior side yard setback of 5'. (Interior side yard setback of 3' existing.)

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Carlos Azevedo.

Mr. Azevedo stated that his father (Alvaro Azevedo) was cited by Code Enforcement to have the addition removed. He said that the addition was there when they moved into the house and they enclosed the addition and added windows. He added the property owners are retired and have lived in the house for 22 years with the addition and it would be a financial burden for them to have the addition removed.

Mr. Litowich asked if the addition was being used as a family room. Mr. Heid stated that currently it is a family room. Mr. Heid went on to say that originally the room was a screen porch and the property owner has enclosed it with windows. He added that there is no evidence of permits for the original screen porch or the enclosure. Mr. Litowich also asked if the variance was for the side yard setback encroachment or increased lot coverage. Mr. Heid stated that the request is to waive 2 feet of the interior side yard setback.

Mr. Litowich asked the applicant if the room is currently being used as a family room and not an extra bedroom. Mr. Azevedo stated that the addition is the family room. Mr. Litowich asked how long the addition has been in existence. Mr. Azevedo said that his family purchased the house in 1988 and the addition was already there, and they added the windows. Mr. Litowich asked if any of the neighbors are present. Mr. Heid stated the neighbor that is adjacent to the addition has written a letter of support.

Chairman Piper asked if the Building Official has reviewed the addition. Mr. Heid said that the addition has been reviewed by the Building Department. He added that at first there was a concern that the setback did not meet the Florida Building Code, but it turns out that the Code only requires 6 feet between structures, which this addition does meet. Chairman Piper asked if there were other portions of the house that had the same setback issue. Mr. Heid advised the board that the rest of the house meets the setback requirements.

Mr. Litowich asked if the house would require a Class A fire rating because it is so close to the neighbor. Mr. Heid said that he did not know and it would be up to the Building Division.

Mr. Kreisberg asked how the addition was cited. Mr. Heid stated that the neighbor to the west pulled a permit and when the inspectors performed the inspection they noticed an issue with the shed on the subject property. The applicants corrected the violation with the shed. When the building inspectors inspected the property to verify that the violation with the shed had been corrected they noticed the addition. Mr. Kreisberg stated that he drove around the block and noticed other issues in the area. Mr. Heid stated that the block is not atypical. Mr. Kreisberg stated that the biggest issue is the addition and not the canopy or the sheds. Mr. Heid said that that is correct but the property should be looked at in its totality, like any other project that comes before the board. Mr. Heid pointed out the fact that there is a paver walkway between the addition and the fence that staff is requesting be moved as part of the approval.

Mr. Kreisberg asked what the property was cited for. Mr. Heid stated that the property was originally sited for an extension of the shed roof. Mr. Kreisberg asked if there were any fines. Mr. Azevedo stated

that there were no fines and they corrected the violation. Mr. Kreisberg asked if they have been cited for the setback encroachment. Mr. Heid stated that the code violation was for the shed and the building violation was for the construction of the addition without a permit. Mr. Kreisberg also asked who proposed who suggested that they get a variance. Mr. Heid stated that he did because they came to him with the issue of the structure and they only had two options; demolish the addition or get a variance to keep it.

Mr. Litowich asked which of the two sheds will be removed. Mr. Heid stated that the shed which is adjacent to the house. He added that it does not meet Florida Building Code. Mr. Litowich stated that the other shed only has a setback of 4 feet. He then asked if the requirement was 5 feet. Mr. Heid stated that the requirement is 5 feet, but the shed does have a permit and it was constructed in accordance with the permit plans.

Mr. Smukler stated that the plans are dated 2010, he asked if the plans are current and why they were done in 2010. Mr. Azevedo stated that they applied for a permit for the carport in 2010 and the plans are from that permit. He also stated that some modifications have been done as part of this application. Mr. Heid stated that the staff was able to determine that the survey was accurate with a site visit. Mr. Kreisberg asked what will be required for the permit. Mr. Heid stated that the survey that has been submitted will be sufficient.

Chairman Piper opened the floor for public comment. There no one present that wished to speak on this item.

Public comment was closed.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends favorably with the 5 conditions as listed in the staff report.

Chairman Piper asked the applicant if they could accept the all the conditions. Mr. Azevedo replied yes.

A motion to approve Item 12-518 was made by Joseph Litowich. The motion was seconded by Julian Kreisberg. The motion to approve item 12-518 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-522: Yeshiva Tores Chaim; 1055 Miami Gardens Drive – Site Plan Modification**

Mr. Heid stated that the project was originally recommended favorably by the Planning & Zoning Board on March 14, 2011 and approved by the City Council on April 26, 2011. The applicant is requesting a minor modification to the originally approved plans. The modifications are to the site plan, floor plan, and elevations, but no new variances have been created and the modifications are under the 500 square foot limitation.

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Michael Hanlon, architect.

Mr. Hanlon stated that he modified the site plan because the program changed after the project was originally approved.

Chairman Piper asked for a simple explanation as to why the modification is needed. Mr. Hanlon stated that the programming for the project changed. Mr. Kreisberg asked what he meant by programming. Mr. Hanlon explained that the number of dorm rooms changed and a game room was added. Mr. Heid informed the Board that their packages included the originally approved plans and the proposed modifications.

Mr. Heid stated that he wanted the Board to be aware of the increase in student population; from 20 students originally approved to 28 students and a dorm counselor now being proposed. He added that other modifications include the addition of a game room and laundry facility and upgraded bathrooms. The dorm rooms have been reduced from 240 square feet to 84 square feet; from approximately 60 square foot per student to 21 square foot per person. He stated that the rooms are small but ultimately as long as it meets the Florida Building Code, the parents and students will have to decide if they are comfortable with the size of the rooms.

Chairman Piper asked if the footprint of the building has changed. Mr. Heid said that it has changed, but the proposed building does remain within the previously approved setbacks. Mr. Marrero asked if permits have been pulled for the changes. Mr. Heid stated that this is conceptual and nothing has been built. Chairman Piper asked if the square footage of the dorm rooms meets the applicable codes. Mr. Heid stated that the plans have been given to the building division and there were no comments.

Mr. Litowich asked why a 18 foot high parapet wall was needed. Mr. Hanlon stated that the parapet wall is needed to screen the rooftop equipment. Mr. Litowich stated that he believed that the previously approved plans showed the dorm attached to the existing building. Rabbi Askotzky stated that both proposals proposed the buildings to be separated. Mr. Hanlon added that the buildings will be connected by a covered walkway but not enclosed space. Mr. Heid stated that if the parapet was not proposed it would have been required as a condition of approval.

Mr. Kreisberg asked if a market study has been done to determine if students will be willing to live in 80 square foot space. Rabbi Askotzky stated that the students have class from 7:30 in the morning to 9 or 10:30 at night. The rooms are only used for sleeping and the game room will be used for other activities.

Mr. Edwards asked for the size of the main area of the room where the beds will be. Mr. Hanlon stated that it is about 14 feet by 7 feet. Mr. Edwards stated that the space is pretty small.

Mr. Smuckler stated that in his opinion the rooms are much too small. He also asked if egress requirements have been addressed. Mr. Heid stated that egress is reviewed by Miami-Dade Fire.

Mr. Heid stated that the rooms are small, but at some point that will be up to the students and parents. He added that the Rabbi makes a good point; the rooms are not designed for congregation. Mr. Heid

said that if the project was rental apartment or condominium it would be looked at differently because of the market.

Chairman Piper opened the floor for public comment. There was one person that wished to speak on this item; Robert Klein, President of the Royal Bahamian Condominium.

Mr. Klein stated that he was not opposed to the modification; although he believed that the original proposal looked better. He stated that his problem was that landscaping along the perimeter, buffering his community, had never been installed. He requested that the board require that the landscaping be installed prior to the construction of the building. He also recommended that a no u-turn sign be placed on Miami Gardens Drive because of the traffic from the school.

Public comment was closed.

Rabbi Askotzky stated that he has taken the comments into consideration and the landscaping has been designed by a Landscape Architect to address the issues. Chairman Piper asked if the landscaping from the original building was done and does it still exist. Rabbi Askotzky stated that he was not around at that time. Mr. Heid stated that originally the proposed property provided significant landscaping, but virtually none of the conditions that were attached to the approval were done. He added that almost all of the people involved with the original addition are no longer involved. Chairman Piper asked if it would be fair to say that all of the conditions will be completed prior to the issuance of a C.O. (certificate of occupancy) for the new addition. Mr. Heid stated yes, but the same was true 10 years ago.

Chairman Piper asked who makes the final decision of the C.O. Mr. Heid stated that the Building Department issues the certificates of occupancy. He added that back then when the first addition was built the certificates of occupancy were not signed by the Zoning Department, but now the Zoning Department must sign prior to its issuance. The certificate of occupancy will not be signed by Zoning until all the conditions of approval are completed. Chairman Piper asked Mr. Heid if it was fair to say that he will not sign off if the landscaping is not in place. Mr. Heid said yes. He then asked Mr. Heid if it was fair to say that if he does not sign a C.O. will not be issued. Mr. Heid stated yes. Mr. Heid added that he does not recommend the landscaping be installed at the beginning because it will be damaged during construction.

Mr. Kreisberg asked if the landscaping is only addressing the addition. Mr. Heid stated that the landscape plan is property wide. Mr. Kreisberg asked if landscaping could be done on other parts of the property that will not be affected by the construction. Mr. Heid said that it is possible, but it is cheaper and cleaner to do all the landscaping at one time. He advised the Board that they do have the ability to require that part of the landscaping be completed now through a condition. Rabbi Askotzky stated that they are also redoing the building on the east side and the parking lot; there is little space to play with that will not be affected by the construction.

Mr. Heid advised the Board that he would like to add language to condition number 6 for the revised landscape plan in pay special attention to the buffer between the two properties. He added that the new plan is much better than that previously approved but he would still like it to be looked at again.

Chairman Piper asked for the City's recommendation. Mr. Heid stated that staff recommends approval with the 11 conditions, including the modification to condition 6.

Chairman Piper asked the applicant if they could accept all the conditions. Mr. Hanlon replied yes.

A motion to approve Item 12-522 with the 11 conditions (as modified) listed in the staff report was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion to approve item 12-522 passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-519: LDR Text Amendments – Fence Height**

Mr. Heid gave a brief explanation of the proposed changes to the Land Development Regulations regarding fences, walls, and hedges. He stated that in the RS-1 current regulations limit fences, walls and hedges to 5 feet; however the rest of the city allows 6 foot in the rear yard and 4 in the front yard. He stated that people want 6 feet in the rear yard. The proposal is to increase the height of fences to 6 feet in the rear and reduce them to 4 feet in the front.

Mr. Smuckler asked about the height of fences and hedges around tennis courts. Mr. Heid stated that currently fences around tennis courts are permitted to a height of 10 feet with the permission of the abutting neighbor. He stated that staff is suggesting that the requirement of permission of the neighbor be removed from the code.

Mr. Heid stated that staff is recommending that vehicular and pedestrian gates be allowed to have an additional foot for decorative elements. He added that it is proposed that hedges be dropped from the fence section. He stated that it is not the height of the hedges, but the maintenance that is the problem. He said that they can be an attractive element to a house. Chairman Piper stated that it could be a safety issue because of the driveways. Mr. Heid stated that the hedges should stop at the property line.

Mr. Marrero stated that he believes that there should be a limit on hedges, and that the height should not be unlimited. Mr. Heid stated that it could be reverted back to the height of the fence. He suggested that the ordinance could be brought back.

Mr. Kreisberg asked about measuring from the crown of road. Mr. Heid stated that that is existing language. Mr. Kreisberg stated that measuring from the crown of road could be an issue because the new houses are built at a higher elevation. Mr. Heid said that staff will look at the issue.

Mr. Heid stated that staff is recommending that the fence height be increased to 6 foot in the front, side and rear yard of the multifamily zoning districts. He also added that an additional 1 foot would be allowed for decorative elements on vehicular and pedestrian gates. Mr. Edwards asked if staff considered allowing the decorative elements on the corners and not just limiting them to gates. Mr. Heid stated that staff would look into it.

A motion to table Item 12-519 was made by Hector Marrero. The motion was seconded by Julian Kreisberg. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**Item # 12-520: LDR Text Amendments – B-2 Zoning District**

Mr. Heid explained that previously the FCC and B-1 zoning districts have been modified to make the districts more modern. He stated that the Land Development Regulations are a cumulative code. Uses that are allowed in the B-1 are automatically allowed in the B-2. Several uses are recommended for deletion because they are antiquated. There are some conditional uses that staff feels should not require special approval. He noted that pet shops and recording studio are required to be in sound proofed buildings.

Mr. Kreisberg asked if the pet shops would be allowed to sell dogs. Mr. Heid stated yes. Mr. Kreisberg stated that Hallandale beach recently passed an ordinance that banned the sale of dogs from puppy mills.

Chairman Piper asked about fast food restaurants. Mr. Heid stated that currently fast food restaurants are conditional and staff is recommending that they be permitted, but to keep fast food with drive-thru as conditional. He advised the board that a fast food restaurant is a restaurant that has an overhead menu, does not have waiter service, or uses disposable plates and utensils.

Mr. Heid stated that if the Board had any concerns with pet shops, pet shops could be conditional and groomers and supplies could be permitted. Chairman Piper asked why is there a concern with the sale of animals if they are in a air conditioned sound proofed building. Mr. Kreisberg that the issue is that the dogs and cats may come from puppy mills. Mr. Heid said that it is hard to regulate where a store gets there supplies.

A motion to table Item 12-520 was made by Julian Kreisberg. The motion was seconded by Jaime Eisen. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>



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**Item # 12-521: LDR Text Amendments – Setback Exceptions**

Mr. Heid explained that there is a provision in the Land Development Regulations that applies to properties in the RS-1, RS-2, and RS-3 which reduces the setbacks by 5 feet for all lots plotted before 1980 and are larger than 5,000 square feet in size. He stated that the exception is the rule, so it would potentially apply to all properties. He noted that in the RS-3 zoning district the interior side yard setback is 7.5 feet and a reduction of 5 feet would leave a 2.5 foot setback, which would violate the Florida Building Code.

Chairman Piper opened the floor for Board Discussion. There was no Board comment.

A motion to approve Item 12-521 was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion passed with a vote of 7-0.

<b>Chairman Even Piper</b>	<b>YES</b>
<b>Joseph Litowich</b>	<b>YES</b>
<b>Jaime Eisen</b>	<b>YES</b>
<b>Hector Marrero</b>	<b>YES</b>
<b>Julian Kreisberg</b>	<b>YES</b>
<b>Norman Edwards</b>	<b>YES</b>
<b>Saul Smukler</b>	<b>YES</b>

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**DISCUSSION:**

**Proposed changes to Section 2-67 Planning and Zoning Board**

Ms. Siegel explained to the Board that the Mayor and Council want to update the City’s main boards. He stated that the new ordinance will add criteria for the board members such as requiring a professional degree that is relevant to the Board. She read a list of possible degrees that would be qualified for the Planning and Zoning Board. She stated that currently the board members are chosen on a rotation basis and the Council feels that individuals should be appointed by each council member due to the term limits. Each Council Member will have the authority over one seat. She stated that the appointments will be on a staggered basis. The new appointments will take place on November 15 as opposed to June 1. She stated that the section pertaining to failure to attend meetings was already amended and is simply being added to the section.

Mr. Heid asked if the Ordinance would come back to the Board. Ms. Siegel stated that it would not come back to the Board.

Chairman Piper asked if a legal degree would be appropriate to add to the list of professional degrees. Ms. Siegel stated that it could be added; she also noted that it does say professional degree.

Mr. Kreisberg asked why there are criteria when there are no criteria for the City Council. Ms. Siegel stated that her understanding is that these are technical boards and there is some expertise that is needed.

Chairman Piper stated that historically there have been members of the board that had the type of experience professionally or technically and their contribution has not been the same as people that

have a technical background. He asked if each of the Council already appoints one member. Ms. Siegel stated that they do, but if you were appointed by an individual that no longer sits in that position the Council felt that their hands were tied and they would have to wait for the 3 year term to make a new appointment.

Mr. Kreisberg asked if the language about the chairman attending the City Council meetings has always been in the code. Ms. Siegel stated that it has, she asked to board if they would like it to be changed. She advised the Board of their options to change the language. After the discussion the Board decided to have the language removed.

Chairman Piper asked about term limits for the Board. Ms. Siegel stated that she was not aware of any term limits. Chairman Piper asked how is it determined which Council Member gets which seats. Ms. Siegel stated that come November 15 seats 1, 3, 5, and 7 will make their appointments. She stated that she will have to amend the section that talks about the first board to clean the language up.

Mr. Kreisberg asked for a update on the project located at 17400 West Dixie Highway. Mr. Heid stated that it was approved at first reading by the City Council. He advised the Board that he will add it to the old business list to keep the Board updated.

Mr. Edwards stated that felt that it is important to have a broader mix other than construction professionals. He stated that the list of professional would limit the board to members with a bias towards development and construction. Ms. Spiegel stated that the board members are residents so they would hopefully use both hats. Chairman Piper pointed out that all the current board members meet the new requirements.

Mr. Kreisberg asked who will make the determination that an appointment is qualified. Ms. Spiegel stated that anyone wishing to be on the board would have to fill out a application that would go through that City Clerk and the Council.

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**Adjournment** - A motion to adjourn was made by Julian Kreisberg and seconded by Jaime Eisen. The meeting was adjourned at 8:16 pm.



## CITY OF NORTH MIAMI BEACH INTEROFFICE MEMORANDUM

**TO: MAYOR AND CITY COUNCIL**

**FROM: LYNDON L. BONNER, CITY MANAGER**

**DATE: TUESDAY, MAY 15, 2012**

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**RE: ORDINANCE NO. 2012-10: PROPOSED LAND DEVELOPMENT  
REGULATIONS AMENDMENTS SETBACK EXCEPTIONS**

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Currently the Land Development Regulations (LDR) provide an exception to the minimum setback requirements for properties in the RS-1, RS-2, and RS-3 Residential Single Family Zoning Districts that were platted before 1980 and are a minimum of 5,000 square feet in size and 50 feet or more in width. This exception allows all setbacks to be reduced by 5 feet.

It is an exception that applies to virtually every property in the RS-1, RS-2, and RS-3 Zoning Districts. Practically all the properties were platted prior to 1980 and are larger than 5,000 square feet and wider than 50 feet. As such the exception would be the rule, allowing buildings to be placed far closer to one another than was anticipated, reasonable or practical.

In addition, this exception could potentially violate the Florida Building Code, which requires minimum distance separation between structures of 6 feet. If for example the exception is applied to the interior side yard setback between two houses in the RS-2 or RS-3 Zoning District, their setbacks would be reduced from 7.5 feet to 2.5 feet. The distance between the houses would be 5 feet, not the required 6 feet. Even in the RS-1 Zoning District in which the distance separation would be reduced from 8 feet to 3 feet, this would provide only the minimum 6 foot distance separation between houses which are typically 2 stories and 30 feet tall.

It is recommended that these exceptions be removed.

### **PLANNING & ZONING BOARD HISTORY**

This item received a favorable recommendation from the Planning & Zoning Board with a vote of 7-0 at the meeting of April 9, 2012.

**ORDINANCE NO. 2012-10**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER 24, ARTICLE V, ENTITLED “ZONING USE DISTRICTS”, BY DELETING SUB-SECTION (4) OF SECTIONS 24-41, 24-42, AND 24-43 OF THE CITY'S CODE OF ORDINANCES REGARDING EXCEPTIONS TO SETBACK REQUIREMENTS IN THE RS-1, RESIDENTIAL SINGLE-FAMILY DISTRICT, RS-2 RESIDENTIAL SINGLE-FAMILY DISTRICT, AND THE RS-3 RESIDENTIAL SINGLE-FAMILY DISTRICT; 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**, while the existing code language anticipates exceptions to the required setbacks, it applies to virtually all properties in the RS-1, RS-2, and RS-3 Residential Single-Family Zoning Districts; and

**WHEREAS**, the application of the setback exceptions would place single-family houses much closer to adjacent properties than was anticipated or reasonable; and

**WHEREAS**, in some zoning districts, the application of the setback exceptions could produce a distance separation in violation of the Florida Building Code; and

**WHEREAS**, the Mayor and City Council believe that it is in the City's best interest to eliminate these setback exceptions; and

**WHEREAS**, this ordinance was heard by the Planning and Zoning Board on Monday, April 9, 2012 and received unanimous approval with a vote of 7-0.

**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 1.** Section 24-41 RS-1 Residential Single-Family District of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Sec. 24-41 RS-1 Residential Single-Family District**

(D) *Site Development Standards.*

(3) *Minimum yard setbacks:*

<i>Yard</i>	<i>Setback (feet)</i>
Front	25
Rear	25
Side (interior)	8
Side (corner)	15

(4) ~~*Exception:* Lots platted before 1980 which are five thousand (5,000) square feet or more in size and fifty (50) feet or more in width may be built upon. All setbacks in (3) above may be reduced by five (5) feet.~~ Reserved.

**Section 2.** Section 24-42 RS-2 Residential Single-Family District of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Sec. 24-42 RS-2 Residential Single-Family District**

(D) *Site Development Standards.*

(3) *Minimum yard setbacks:*

<i>Yard</i>	<i>Setbacks (feet)</i>
Front	25
Rear	15
Rear (waterfront)	25
Side (interior)	7 1/2
Side (corner)	15

(4) ~~*Exception:* See Sec. 24-41(D)(4).~~ Reserved.

**Section 3.** Section 24-43 RS-3 Residential Single-Family District of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Sec. 24-43 RS-3 Residential Single-Family District**

(D) *Site Development Standards.*

(3) *Minimum yard setbacks:*

<i>Yard</i>	<i>Setback (feet)</i>
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Front	25
Rear	15
Rear (waterfront)	25
Side (interior)	7 1/2
Side (corner)	15

(4) ~~Exception: See Sec. 24-41(D)(4)-Reserved.~~

**Section 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 6.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

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