



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue  
North Miami Beach, FL 33162  
**Tuesday, November 19, 2013**  
**7:30 PM**

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

City Manager Ana M. Garcia  
City Attorney Darcee S. Siegel  
City Clerk Pamela L. Latimore, CMC

### Notice to All Lobbyists

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

## AGENDA

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION** - Pastor Abraham Rivera, La Puerta Life Center
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
  - 5.1 **Presentation by Kevin Cayard on Mardi Gras**
6. **PUBLIC COMMENT**

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

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

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

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

give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

### **Pledge of Civility**

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

**7. APPOINTMENTS - *None***

**8. CONSENT AGENDA**

**8.1 Regular Meeting Minutes of October 15, 2013 (City Clerk Pamela L. Latimore)**

**8.2 Resolution No. R2013-71 (Chief Procurement Officer Brian K. O'Connor)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH SUPERIOR LANDSCAPING & LAWN SERVICE, INC. FOR CITYWIDE LANDSCAPE AND LAWN MAINTENANCE BY APPROVING CHANGE ORDER NO. 4 TO ADD A NEW SCOPE OF SERVICE OF MAINTENANCE AT MISHCON PARK; AND BY INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$19,980 FOR A TOTAL AGREEMENT AMOUNT OF \$289,723.

**9. CITY MANAGER'S REPORT**

**9.1 Departmental Monthly Reports**

**9.2 Project Updates**

**10. CITY ATTORNEY'S REPORT**

**10.1 Litigation List**

As of November 19, 2013.

**11. MAYOR'S DISCUSSION**

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

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

**14. BUSINESS TAX RECEIPTS**

**14.1 SMG Entertainment, Inc. DBA Black Diamonds (Director of Public Services Shari Kamali)**

17450 Biscayne Boulevard, North Miami Beach, FL

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

**16. LEGISLATION**

**16.1 Ordinance No. 2013-20 - First Reading By Title Only (Assistant City Manager Mac Serda)**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING

THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENTAL BENEFIT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

**16.2 Ordinance No. 2013-21 - First Reading By Title Only (City Clerk Pamela L. Latimore)**

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "STRUCTURE OF CITY GOVERNMENT"; AMENDING SECTION 2-78 ENTITLED "LOBBYING" BY ADDING AN ANNUAL REGISTRATION FEE REQUIREMENT; CREATING AN EXEMPTION FROM PAYING THE REGISTRATION FEE; AMENDING THE REPORTING REQUIREMENTS FOR LOBBYISTS; AMENDING THE REGISTRATION FORM FOR LOBBYIST REGISTRATION; PROVIDING FOR EXEMPTIONS TO LOBBYIST REGISTRATION; PROVIDING FOR LOBBYIST REPORTING REQUIREMENTS; PROVIDING FOR LATE REGISTRATION AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

**17. CITY COUNCIL REPORTS**

**18. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, December 3, 2013**

**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:** Pamela L. Latimore, City Clerk  
**VIA:** Pamela L. Latimore, City Clerk  
**DATE:** Tuesday, November 19, 2013

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**RE:** Regular Meeting Minutes of October 15, 2013 (City Clerk Pamela L. Latimore)

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**BACKGROUND ANALYSIS:** N/A

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:** N/A

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**ATTACHMENTS:**

- [Regular Meeting Minutes of October 15, 2013](#)



**CITY OF NORTH MIAMI BEACH**  
City Council Meeting  
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**Tuesday, October 15, 2013**  
**7:30 PM**

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

City Manager Ana M. Garcia  
City Attorney Darcee S. Siegel  
City Clerk Pamela L. Latimore, CMC

**REGULAR MEETING MINUTES**

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

The meeting was called to order at 7:46 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Phyllis S. Smith, and Council Members Anthony F. DeFillipo, Barbara Kramer, Marlen Martell, and Beth E. Spiegel. Also, present were City Manager Ana M. Garcia, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore. Councilman Frantz Pierre was not in attendance at the meeting.

**2. INVOCATION – Ariel Vasquez, 3<sup>rd</sup> Day Church**

**3. PLEDGE OF ALLEGIANCE**

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

**4.1** For the record, under **Item 5.1** Mr. Charles Asarnow will be presented the Citizens' Appreciation award at the November 5<sup>th</sup> meeting.

**4.2** **Item 8.3, Resolution No. R2013-68** was withdrawn for a later date by the City Manager's Office.

**4.3** **Item 8.1, Rescheduled Meeting Minutes of September 11, 2013** was pulled for discussion by Vice Mayor Smith on the dais.

**4.4** **Item 8.4, Resolution No. R2013-69** was pulled for discussion by Councilwoman Spiegel on the dais.

**5. PRESENTATIONS/DISCUSSIONS**

**5.1 Citizens' Appreciation Presentation**

City Council Meeting October 15, 2013

Charles Asarnow - Vice Mayor Phyllis S. Smith  
Saundra Douglas - Councilman Frantz Pierre  
Tricia M. Harris - Councilwoman Marlen Martell  
Ketley Joachim - Councilman Anthony F. DeFillipo  
Stephanie Kienzle - Mayor George Vallejo  
Bruce Lamberto - Councilwoman Barbra Kramer  
Raabia Liladrie - Councilwoman Beth E. Spiegel

## 5.2 Manager's Outstanding Service Award

Karen Thimotus

## Employee of the Month

Daniel Ozuna

## 5.3 Jackson Bond Referendum Presentation by Carlos Migoya, President and CEO of Jackson Health System

## 6. PUBLIC COMMENT

Mayor Vallejo opened the floor for public comment.

1. State Representative Barbara Watson – 610 NW 183rd St # 204, Miami, FL
2. Allison Robie – 2131 NE 179 ST, North Miami Beach, FL
3. Terrence Camazuli – 17151 NE 17 Avenue, North Miami Beach, FL
4. Mubarak Kazan – 15564 NE 12 Avenue, North Miami Beach, FL

There being no additional speakers, public comment was closed.

## 7. APPOINTMENTS – *None*

## 8. CONSENT AGENDA

**8.1 Rescheduled Meeting Minutes of September 11, 2013 (MOVED, to Legislation, see item 4.3)**

**8.2 Rescheduled Meeting Minutes of September 24, 2013**

**8.3 Resolution No. R2013-68 (WITHDRAWN, see item 4.2)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE SALE OF EQUITY SECURITIES OBTAINED THROUGH VARIOUS FINANCIAL TRANSACTIONS.

**8.4 Resolution No. R2013-69 (MOVED, to Legislation, see item 4.4)**

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 CLARK CONTRACTING SOLUTIONS, LLC, D/B/A: FORAIR, IN THE AMOUNT OF \$121,194.00, FOR THE REPLACEMENT OF THE AIR HANDLER UNITS AT THE CITY'S PUBLIC LIBRARY.

**8.5 Resolution No. R2013-70**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA IN SUPPORT OF THE UNITED NATIONS SECRETARY-GENERAL'S CAMPAIGN UNITE TO END VIOLENCE AGAINST WOMEN; SUPPORTING THE FOCUS ON SAFE SPACES ON OCTOBER 25, 2013 ALSO KNOWN AS "ORANGE DAY" AROUND THE WORLD; SUPPORTING THE "PROUDLY TO END VIOLENCE PROJECT" ALSO ALIGNED WITH THE UNITE CAMPAIGN; AND ENCOURAGING OTHER CITIES TO JOIN THE CITY OF NORTH MIAMI BEACH IN SUPPORTING THESE EFFORTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION** by Vice Mayor Smith, seconded by Councilman DeFillipo, to approve the Consent Agenda, items 8.2 and 8.5. (**Approved 6-0**)

**9. CITY MANAGER'S REPORT**

**9.1 Departmental Monthly Reports**

**9.2 Use of City Logo for Farm Share**

The City is assisting with a Food Share event at Oak Grove Park on October 25, 2013, from 10:00am to 1:00pm. As a show of support, the City has been asked to allow its logo and name to be used on promotional material for the event. Council's permission is requested to allow the City's logo to be used on flyers, banners and other promotional items.

Assistant City Manager Mac Serda spoke briefly on the item.

**MOTION** by Councilwoman Spiegel, seconded by Vice Mayor Smith, to approve the use of the City Seal on promotional material for the Food Share event at Oak Grove Park. (**Approved 6-0**)

**10. CITY ATTORNEY'S REPORT**

**10.1 Discussion of Implementation of Ordinance No. 2013-15 (Pension Reform)**

City Attorney Siegel gave a brief explanation of the item. She cited the City Charter Section 45 and her recommendation to Mayor and Council is to hire an outside counsel to bring a lawsuit against the General Employees' Pension Board in order to have Ordinance No. 2013 – 15 implemented by the board. There is no other way to get the law imposed. Until they are ordered to impose or implement that ordinance that was approved by Council, we are at a standstill. At this point she is requesting approval to hire outside counsel. She will monitor the case and act as second chair to that

litigation. This is a situation that has been going on for many years and it needs to be resolved.

**MOTION** by Councilwoman Spiegel, seconded by Vice Mayor Smith, to sue the trustees of the General Employees' Pension Board for neglecting their fiduciary duties and refusing to administer the pension. (**Approved** 6-0)

Mayor and Council discussed the item.

**MOTION** by Councilwoman Spiegel, seconded by Vice Mayor Smith, to hire an experienced outside labor/pension counsel to assist with this lawsuit. (**Approved** 6-0)

Mayor Vallejo directed the City Of Attorney and City Manager to send a notice to all city employees informing them that the ordinance is valid. The City will fund and pay benefits only in accordance with the new pension ordinance.

The lawsuit can be filed by 1<sup>st</sup> of November and City Attorney Siegel will keep Mayor and Council apprised of the process in her City Attorney's report. She hopes to have a hearing sometime after as far as a temporary injunction or mandamus. To make sure that the benefits that were voted upon by the union employees, as well as, passed by this Council are put in place and implemented immediately.

## **10.2 Litigation List**

As of October 15, 2013

11. **MAYOR'S DISCUSSION** – *None*
12. **MISCELLANEOUS ITEMS** – *None*
13. **WAIVER OF FEE** – *None*
14. **BUSINESS TAX RECEIPTS** – *None*
15. **DISCUSSION ITEMS** – *None*
16. **LEGISLATION**

### **8.1 Rescheduled Meeting Minutes of September 11, 2013 (MOVED, to Legislation, see item 4.3)**

**MOTION** by Councilwoman Martell, seconded by Councilwoman Kramer, to approve the Rescheduled Meeting Minutes of September 11, 2013. (**Approved** 5-1, Vice Mayor Smith – No)

### **8.4 Resolution No. R2013-69 (MOVED, to Legislation, see item 4.4)**

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 CLARK CONTRACTING SOLUTIONS, LLC, D/B/A: FORAIR, IN THE AMOUNT OF \$121,194.00, FOR THE REPLACEMENT OF THE AIR HANDLER UNITS AT THE CITY'S PUBLIC LIBRARY.

**MOTION** by Councilwoman Spiegel, seconded by Councilwoman Martell, to approve Resolution No. R2013-69. (**Approved 6-0**)

Councilwoman Spiegel asked for ending explanation of the budget on the item. Chief Procurement Officer Brian K. O'Connor spoke on the item.

## 17. CITY COUNCIL REPORTS

**Councilman DeFillipo** took the opportunity to thank everyone that came out to the Annual Community Safety Day on October 13<sup>th</sup>. It was a great success and he would like to thank the police department for putting on such a great event. He also thanked everyone that took the time to participate in The Stop The Violence Walk.

**Councilwoman Kramer** announced that the greater North Miami Beach Chamber of Commerce held their executive board elections today and Councilman DeFillipo voted in as the new president of the organization. She wanted to congratulate him on his new position. She reminded everyone about the BowWow Bonanza on Sunday, October 20, 2013 at Greynolds Park East at 10:00am. In honor of Homeless Awareness Day, November 14, 2013, the Miami-Dade Homeless Trust and Miami Rescue Mission, in conjunction with the City of North Miami Beach, present "Socks on a String," a community sock drive to benefit homeless men, women and children in Miami-Dade County. She encouraged everyone to bring in a pair or pairs of clean white socks for men, women or children. She also wished everyone a Happy Halloween.

**Councilwoman Martell** stated that she also participated in the Community Safety Day and was very impressed by all the activities and lots of great information was given out to our community. She thanked the police department for doing an amazing job. She thanked the residents that participated in the Citizens' Appreciation Day. There are others in our community that were not recognized but are also vital to our community and she would like to thank them as well. She encouraged the residents to come out and use the facilities that offer fitness programs not just for themselves but also for their families. October is breast Cancer awareness month and she encouraged everyone to donate to such a worthy cause.

**Vice Mayor Smith** sent her condolences to the Foyer family. She directed City Manager Garcia to arrange a workshop for Council. As of October 1<sup>st</sup> it is now Florida statute that everyone has the right to speak on anything that the Council votes on. Our Mayor has done that since the day he was elected. So, we are way ahead of the curve and she would like to thank the Mayor for that. The Senior Advisory Board meeting will be on Wednesday, October 16, 2013 at 10:00am. The Redevelopment Advisory Board meets on Thursday, October 17, 2013 at 5:30pm. If anyone is interested in redevelopment, building, or architecture you can participate on our board. She would like to remind everyone that farm share partners will be distributing fresh nutritious food to those that need it at Oak Grove Park, 690 NE 159<sup>th</sup> Street from 10:00am to 1:00pm.

**Councilwoman Spiegel** stated that recently a resident forwarded an email from another councilperson and she clarified a statement that was made in that email. She wants to assure all the residents and business owners in the city of North Miami Beach that each councilmember is committed to making the city a better place in which to work, live, and raise a family. They are also committed to making North Miami Beach the best city it can be. There may be times when there are honest disagreements between councilmembers and times when there are disparate votes but don't think for one moment that any of your

Council members are not committed to doing what is in the city's best interest. Councilwoman Spiegel reminded everyone that October is Breast Cancer Awareness Month. The city will host a Breast Cancer Awareness Event at Highland Village Community Center on Tuesday October 29, 2013 from 8:00am – 12:00pm. They are looking for a few good members for the Commission on the Status of Women. This year they have laid out plans for some very ambitious events and encourage women in the community to volunteer to serve on the board. She thanked Detective Mann and Major Katerman for their help with the Domestic Violence Awareness Walk and the Girl Rising movie event. She also thanked Police Chief Gomer for his years of service at the City of North Miami Beach. The Monster Mash Bash will be on October 31, 2013 6:00pm – 10:00pm at the Gwen Margolis Amphitheater. She reminded the residents to put their recycling bins out tonight for pickup tomorrow.

**Mayor Vallejo** thanked State Representative Barbara Watson for coming out and updating us on what's going on in Tallahassee. He also thanked Carlos Migoya, President and CEO of Jackson Health System for coming to speak about the Jackson Bond Referendum. He reminded the residents to go out and vote on November 5, 2013 for the referendum. He congratulated Councilman DeFillipo on being elected president for the North Miami Beach Chamber of Commerce. He announced that Miami-Dade College in conjunction with Goldman Sachs has a program for small businesses called 10,000 Small Businesses. The program is free; however, you have to apply on Miami-Dade College's website [www.mdc.edu](http://www.mdc.edu). The next PACT meeting will be at NE 176 Street and S. Glades Dr. on October 22, 2013 at 7:00pm.

**18. NEXT REGULAR CITY COUNCIL MEETING**

**Tuesday, November 5, 2013**

**19. ADJOURNMENT.**

There being no further business to come before the City Council, Meeting was adjourned at 9:52 p.m.

ATTEST:

(SEAL)

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Pamela L. Latimore  
City Clerk



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:** Ana M. Garcia, City Manager

**VIA:** Brian K. O'Connor, Chief Procurement Officer  
Shari Kamali, Director of Public Services

**DATE:** Tuesday, November 19, 2013

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**RE:** Resolution No. R2013-71 (Chief Procurement Officer Brian K. O'Connor)

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### BACKGROUND ANALYSIS:

The City of North Miami Beach issued an Invitation to Bid (ITB) 2011-01 for citywide landscape maintenance services and adopted Resolution R2011-34 to execute an agreement with Superior Landscaping & Lawn Services, Inc. on July 5, 2011.

Change order No. 1, which added Fulford Park to the scope of services, was approved by the City Manager on January 4, 2012. Change order No. 2, which increased visit frequencies at four locations already in the scope of services, was approved by the City Manager on October 24, 2012. Change order No. 3, which added Silverman Park to the scope of services and increased the monetary amount of the agreement by \$14,074.00, was approved via Resolution R2013-10 on February 19, 2013.

Change Order No. 4 is adding a second Bermuda Grass field at the Mishcon Park location to the scope of services. The project to completely renovate the Mischon Ballfield Park is being done in coordination with Miami-Dade County and a Community Development Block Grant (CDBG) for \$500,000. The project has been on-going for the past few months and completion is anticipated by November 2013. The grass field being added was once the site of a Publix supermarket, and had been slated for other uses which did not come to fruition in the recent past. The property was added to Mischon Park based upon the public's usage of the facilities and the need for more recreational space for the City's residents.

**RECOMMENDATION:**

It is the staff's recommendation that Change order No. 4 be approved to start providing maintenance to the second grass field at Mishcon Park promptly.

**FISCAL/BUDGETARY  
IMPACT:**

FY'14  
Original contract amount: \$ 238,203  
Amount increased with Change order No.1: \$ 10,200  
Amount increased with Change order No.2: \$ 7,266  
Amount increased with Change order No.3: \$ 14,074  
Amount increased with Change order No.4: \$ 19,980  
New contract amount: \$289,723  
Total Percentage of increase: 21.6286% (of all  
change orders combined)  
Account: 010831-539347  
FY'14 Budget Amount \$289,723  
Account 010831-539316 = \$40,500  
Account 010831-539325 = \$92,400  
Account 010831-539347 = \$156,823  
Total = \$289,723  
Note: Change order No. 4 is included in account 010831-539347

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**ATTACHMENTS:**

- ☐ [Resolution No. R2013-71](#)
- ☐ [Change Order No. 4](#)

**RESOLUTION NO. R2013-71**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH SUPERIOR LANDSCAPING & LAWN SERVICE, INC. FOR CITYWIDE LANDSCAPE AND LAWN MAINTENANCE BY APPROVING CHANGE ORDER NO. 4 TO ADD A NEW SCOPE OF SERVICE OF MAINTENANCE AT MISHCON PARK; AND BY INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$19,980 FOR A TOTAL AGREEMENT AMOUNT OF \$289,723.**

**WHEREAS**, the City of North Miami Beach ("City") issued a Invitation to Bid (ITB) 2011-01 for citywide landscape maintenance services; and

**WHEREAS**, the City of North Miami Beach ("City") approved and adopted Resolution R2011-34 to execute an agreement with Superior Landscaping & Lawn Service, Inc.; and

**WHEREAS**, Change Order No. 1, which added Fulford Park to the scope of services, was approved by the City Manager on January 4, 2012; and

**WHEREAS**, Change Order No. 2, which increased visit frequencies at four locations already in the scope of services, was approved by the City Manager on October 24, 2012; and

**WHEREAS**, Change Order No. 3, which added Silverman Park to the scope of services, was approved by the City Council on February 19, 2013, via Resolution No. R2013-10; and

**WHEREAS**, Change Order No. 4 is adding the service of maintaining a second Bermuda grass field at Mishcon Park to the scope of services; and

**WHEREAS**, the Mayor and City Council recognize the importance of having more recreational areas for all citizens; and

**RESOLUTION NO. R2013-71**

**WHEREAS**, with the addition of a new grass field through the renovation of the Mishcon Ball Park, properly maintained fields will create healthier neighborhoods in our City.

**NOW, THEREFORE,**

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute Change Order No. 4 to the agreement between the City and Superior Landscaping & Lawn Service, Inc, increasing the agreement amount by \$19,980.00 for a total agreement amount of \$289,723.00 for citywide landscape and lawn maintenance services, as outlined in Exhibit "A", which is incorporated herein by reference, in a form acceptable to the City Attorney.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_\_ **day of November, 2013.**

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

CHANGE ORDER FORM

Project: **City of North Miami Beach**  
**City-wide Landscape Maintenance Services**

CHANGE ORDER NO. 4

DATE OF ISSUANCE: October 1, 2013

CONTRACTOR: Superior Landscaping

EFFECTIVE DATE: Upon Approval

ENGINEER: N/A

OWNER'S CONTRACT NO.: 2011-1

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>238,203.00</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>
Net changes from previous Change Order No. <u>2</u> to No. <u>3</u> \$ <u>14,074.00</u>	Net change from previous Change Order No. <u>2</u> to No. <u>3</u> <u>N/A</u> <small>Days</small>
Contract Price prior to this Change Order \$ <u>269,743.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>
Net increase of this Change Order \$ <u>+19,980.00</u>	Net Increase of this Change Order <u>N/A</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>289,723.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual, listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 4

II. REQUIRED CHANGES, AMOUNTS, JUSTIFICATIONS:

- A. Adding a second Bermuda Grass field to Mishco Park (Contract location P8) following the same contract specifications for an additional \$555.17 per visit x 36 visits.

ADD \$19,980.00

Justification:

This new field must be maintained.



**CHANGE ORDER SUMMARY:**

ADDED ITEMS: \$19,980.00

NET CHANGE \$19,980.00

**III. PAYMENT**

Payment will be made as a percentage of the lump sum amount of the change order as the work is completed on additive items. Deductive items will be subtracted from the next pay request.

**Acknowledgments:**

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: City of North Miami Beach

Change(s) Ordered by: City of North Miami Beach

**RECOMMENDED BY:**

**ACCEPTED BY:**

Carlos Rivero  
(Project Manager)  
By: [Signature] 10/10/13  
(Authorized Signature) (Date)  
  
\_\_\_\_\_  
(Title)

Superior Landscaping  
(Contractor)  
By: [Signature] 10-22-2013  
(Authorized Signature) (Date)  
  
PRESIDENT  
\_\_\_\_\_  
(Title)

**APPROVED BY:**

City of North Miami Beach, Florida  
(Owner)

By: \_\_\_\_\_ (Date)  
(Authorized Signature)

END OF SECTION

# SUPERIOR

LANDSCAPING & LAWN SERVICE

P.O. Box 35-0095  
MIAMI, FLORIDA 33135-0095  
OFFICE: 305-634-0717 FAX: 305-634-0744  
E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

## LANDSCAPING MAINTENANCE AGREEMENT

Contract Submitted To: City of North Miami Beach Date: September 27, 2013  
Attn: Carlos Rivero  
Ph: 305-740-7334

Job Site: Mischon Park P-8  
N.E. 165<sup>th</sup> Street and 15<sup>th</sup> Avenue  
North Miami Beach, FL 33162

Superior Landscaping & Lawn Service, Inc will service Mischon Park P-8 N.E. 165<sup>th</sup> Street and 15<sup>th</sup> Avenue North Miami Beach, FL 33162 in order to provide Landscaping Maintenance services as per this contract.

### *Conditions*

This Agreement shall remain in effect beginning on \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated by either party pursuant to Notice of Cancellation below. This Agreement will automatically renew on a yearly basis.

### *Specification of Services*

#### **1.1 Mowing**

- A. The mowing cycle consists of every 10 days services totaling thirty-six (36) visits per year.
- B. All leaves, litter and debris shall be removed from grass before mowing.
- C. All mowers blades shall be sharp enough to cut, rather than tear, grass blades.
- D. Mowing shall not be performed when weather or other conditions would cause damaged turf.
- E. All mowers are to be adjusted to the proper cutting height and level; to be measured from level grade surface to the parallel and level plane of the mower blade.

#### **2.1 Edging**

- A. After each mowing, use a mechanical edger to edge to a neat uniform vertical line all grass abutting curbs, sidewalk, driveways, flush-paved surfaces, etc., as well as shrubs, ground covers beds, hedges, trees, etc.

#### **3.1 Weed Control**

- A. Weed control will be performed on planted beds and tree wells by means of manual, mechanical and/or chemical means.

#### **4.1 Litter Control**

- A. Litter and debris generated by contractors from the landscape maintenance service will be removed on every visit.

# SUPERIOR

LANDSCAPE MAINTENANCE SERVICE

P.O. Box 35-0095  
MIAMI, FLORIDA 33135-0095  
OFFICE: 305-634-0717 FAX: 305-634-0744  
E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

- B. Remove litter from street, walkways, planted beds and other adjacent surfaces on the same day as mowed.

**Cancellation Notice:** A thirty- (30) day notice of cancellation is required by either party in order to terminate this agreement. Should early cancellation occur, then an audit of services rendered less payments to date shall be performed and the contractor or owner shall either be credited or charged for services performed as of the cancellation date.

\* ~~Payment will be made as follows: Payment in full upon receipt of monthly invoice. Past due accounts will acquire an eighteen percent (18%) interest per year. Should collection activities be warranted, client shall be responsible for any related expenses including but not limited to attorney's fee and court cost. There is a \$50.00 fee for each returned check.~~ Any alterations made will void this document. This is a binding contract for Superior Landscaping & Lawn Service, Inc., we will not be liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat construction, insect plagues or infestation, inadequate irrigation, tomadoes, hurricanes and Acts of God. The undersigned client states that they are the owners and/or agent of the above mentioned property. Owner and/or agent give express permission to enter said property is ~~free and clear from any hidden dangers or defects.~~ All work will be completed in a manner according to standard practices. Contractor is not responsible for any underground utility damage.

We hereby propose to furnish labor completely in accordance with the above specifications,  
for the sum of: \$ 555.00 per visit at a yearly rate of \$ 19,980.00

## ACCEPTANCE OF PROPOSAL

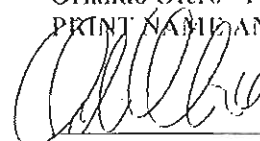
Client

Superior Landscaping & Lawn Service, Inc.

\_\_\_\_\_  
PRINT NAME AND TITLE

Orlando Otero - President  
\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
SIGNATURE AND DATE

  
09/27/2013  
\_\_\_\_\_  
SIGNATURE AND DATE

\* See §3.16 "Payment"  
pp 59-60 - ITR # 2011-1



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:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, November 19, 2013

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**RE:** Departmental Monthly Reports

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

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**ATTACHMENTS:**

- ❑ [IT Newsletter page 1](#)
- ❑ [IT Newsletter pg 2](#)
- ❑ [Monthly Report Comm Dev and Finance](#)
- ❑ [Monthly Report Police](#)
- ❑ [Monthly Report Leisure Services](#)
- ❑ [Monthly Report HR](#)
- ❑ [Public Works Monthly Report](#)

# Tech Bytes



For more information visit us on InsideNMB under the "User Help" section or call the Information Technologies Division directly at (305) 948-2975

## Tech Terms

**DSL** – Digital Subscriber Line, is a type of high speed Internet access. It is delivered across a telephone network using an ordinary telephone jack for connection. Compared to a dialup connection, a DSL connection is always on. There is no need to dial in or disconnect. DSL is generally much faster than a dialup connection but usually DSL speed and bandwidth are somewhat lower than cable internet access. While cable and satellite services are faster, they are typically more expensive. Cable Internet access is a shared media. What this means is that if cable is available in your area, all users who are connected to the cable hub share a fixed amount of bandwidth. With DSL, each user has a dedicated circuit and doesn't share bandwidth on that circuit with any other users.

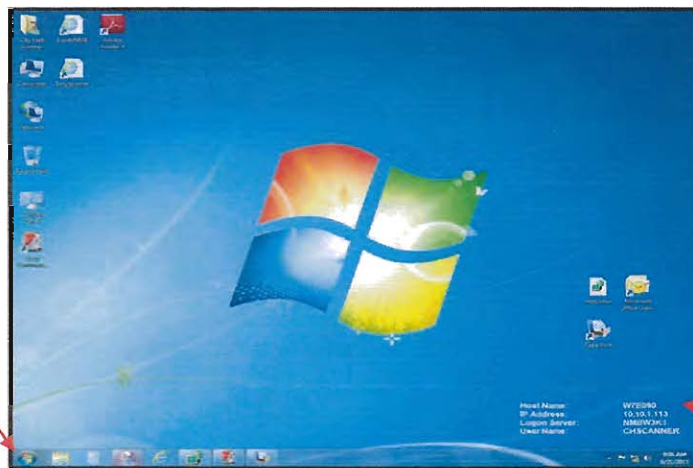
Abbreviation: **DSL**



## WHAT'S IN A NAME

When calling for tech support if the technician needs to access your PC remotely they will ask for your computer name. To find this you will first need to determine which operating system you are on; Windows XP or Windows 7.

If your start button is round then you are on Windows 7



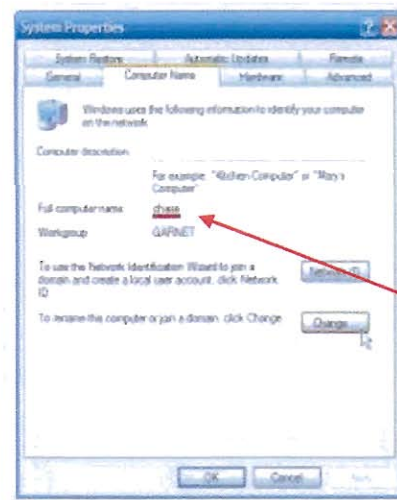
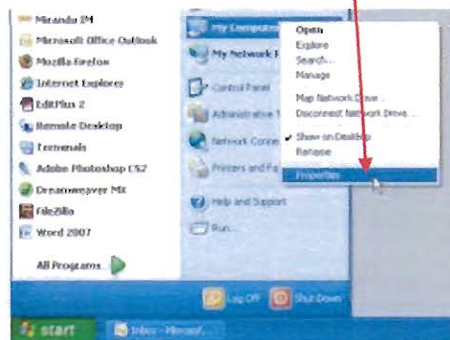
On Windows 7 systems the computer name is located on the desktop screen in the lower right hand corner.

It is listed as the **Host Name**.

If your start button is square, then you are on Windows XP



Click on the start button, then hover your mouse over **My Computer** and **Right Mouse Click** to get the sub menu. Then select **Properties** from the options listed.



When the **System Properties** window opens, select the **Computer Name** tab.

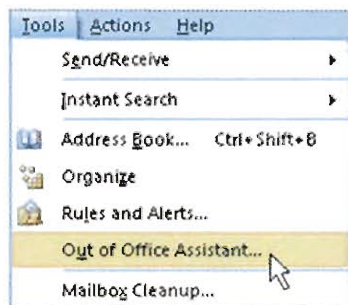
About half way in the middle of the window you will find the Full Computer Name.


This is the detail that you will provide to the technician so they can remote into your PC for assistance.

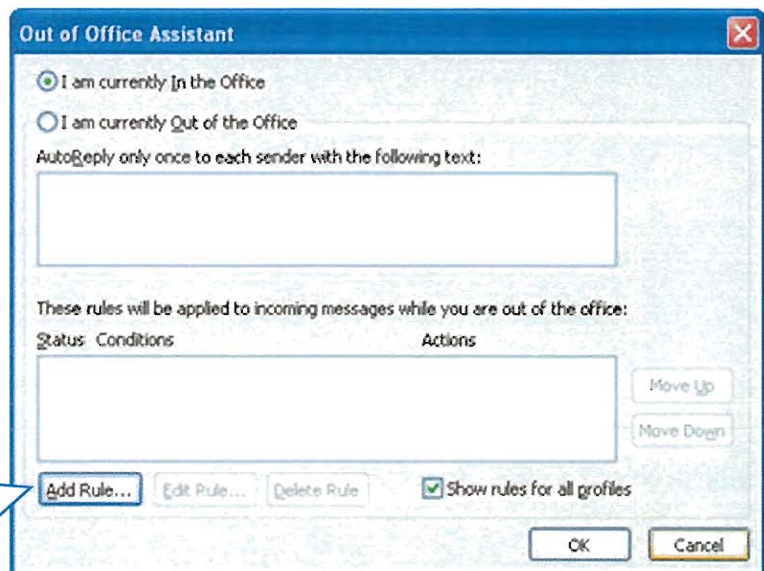
## **BON VOYAGE**

Going on vacation or just going to be out of the office for a day or more? Make sure that those sending you email are aware of your absence by setting up your Out of Office Assistant in Outlook. By doing so you can have the system auto respond to them while keeping a copy of their email in your inbox for handling when you return.

Start by opening the Outlook program. While you are in the Inbox view, select **Tools** from the menu toolbar then **Out of Office Assistant**. A window will appear where you can denote you are currently Out of the Office thus telling the system to send an email response to those sending you email. In the box below **AutoReply**, you type the message that you want to be sent. Usually it's a good idea to indicate how long you will be gone, when you will return and whom to be contacted in your absence if the matter is urgent in nature. When you are finished simply press the OK button. For the more advanced user this is where you could establish rules for forwarding your emails to another user while you are away.



Using the Outlook Help feature you can search for more information on Adding Rules to your Out of Office replies. (Press the F1 key or click on the Help icon  located in the program toolbar towards the right of center page.



## This Edition's Technology Q & A:

### **Q: When I call for tech support, why isn't my request always handled immediately?**

**A:** Every user's problem is urgent; however, you may not be aware that another user may be in more dire need of immediate assistance. Requests for assistance must be handled based upon the severity of the case. That scenario can change minute by minute.

Triage is a process for sorting injured people into groups based on their need for or likely benefit from immediate medical treatment. While this term is normally used in an emergency room setting to prioritize care, it is also a principal method employed by IT technical support staff to manage help desk calls/requests. Basically it's the manner in which to determine which support issue should be resolved first. With each incoming request the level of priority a case receives has to be reevaluated and reprioritized. In the simplest of terms, "The patient most likely to expire first gets treated first".





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

INFORMATION TECHNOLOGIES DIVISION

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TO: MAC SERDA, ASSISTANT CITY MANAGER  
FROM: PATRICK ROSIAK, INFORMATION TECHNOLOGIES MANAGER  
DATE: NOVEMBER 7, 2013

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SUBJECT: **Information Technologies Division Accomplishments (Sept-Oct '13)**

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As requested, here are some of the recent accomplishments of the I.T. Division:

#1

For the period of September 1, 2013 thru October 31, 2013, the I.T. Division spent 198 man hours responding to calls for service for hardware and software support, email operations support, copy center support, web site support, and telecom support.

#2

IT staff installed 13 new systems as part of the ongoing upgrades to Windows 7 for the end user community. That process will continue as we have received more systems in late October.

#3

The ERP selection committee along with subject matter experts, reviewed Tyler Software's Energov land management system. This is an alternative solution that could replace the built in land management modules in MUNIS. It appears as though this may be the preferred platform but we will know more after our site visits. We will begin site visits in November.

#4

Manny Sellan worked with the PD technical staff to complete the upgrades for the new EOC hardware. He also assisted with fiber-optic run to support the new security cameras that will be installed in the garage.

#5

The SCADA upgrade for the wastewater system is now in production. Wastewater staff can now access and control their equipment in the field via radio over our data network.

#6

After a lengthy review of telephone system demos and proposals, the decision was made to replace our aging phone system with a new platform from Avaya. The cost for this system is \$288,000.00 and will provide much needed functionality for the staff in Customer Service and the dispatchers in the PD. We anticipate the project to be completed in the first quarter of 2014.

#7

Maria Perez published her quarterly edition of "Techbytes" (our electronic newsletter) for the end user community. I have included it as a separate attachment.

#8

The implementation of the digital radio system for Public Services is nearing completion. The only remaining items are staff training for the dispatcher console and troubleshooting the GPS communications from the radios. Apparently the GPS information is not being updated correctly to the server. I.T. is also evaluating the use of these radios and software to determine if it would be a better alternative to cell phones.

#9

The library staff completed the evaluation of a prototype PC for the Public Access systems at the library. Our new configuration worked out well and this will be the new platform for a secure Windows 7 system that will be implemented at the Library for future upgrades. We will also use this for upgrades at all of our public computer labs. The new configuration was created using free tools that will save the library thousands of dollars in software costs.

#10

The I.T. staff transitioned to the Procurement area with minimal disruption of support services. We anxiously await the successful remediation of our air quality issues.





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

Community Development Department

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**Date:** 11.08.2013

**To:** Ana M. Garcia, City Manager

**From:** Eric Riel, Jr., Community Development Director

**Subject:** Community Development Department Monthly Report – Accomplishments and Future Work Programs

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## ***Current Duties and Responsibilities:***

The Community Development functions were designated as its own Department at the end of October. The duties and responsibilities of the Community Development Department are as follows:

- Processing and coordination of land development applications for Planning and Zoning Board(PZB) and City Council public hearings including the following types of applications: site plans; variances; change in zoning; change in land use; special limited conditional use applications; zoning code text amendment; comprehensive plan text amendment; brownfield designation and vacation of public-rights-of-way.
- Processing and issuance of the following applications/permits: Alcoholic beverage license; banner permits; Business Tax Receipt land use review; and portable storage unit applications (aka POD's).
- Zoning plan review of building permits.
- Zoning inspections of building permits.
- Review properties for conformance with the Floodplain Management guidelines.
- Zoning Verification Letters advising of zoning requirements of properties.
- Phone and walk-in requests for planning and zoning information relative the entire Zoning Code and Comprehensive Plan.
- Preapplication meetings/reviews of upcoming projects.
- Coordination of the City's Technical Review Board. This Board is a technical committee made up of City Departments who provide comments on applications submitted for PZB and City Council review.

## **Community Development Department Monthly Report Accomplishments and Future Work Programs**

### ***Future Work Plans/Programs***

The future work plan/program shall include a complete review of all operations, functions and responsibilities of the Department. The intent is to ensure our customers, including but not limited to property owners, business owners/tenants, development community, city administration, city departments, Planning and Zoning Board and City Council needs are met in an efficient and professional manner.

Staff within the coming months shall complete the following:

- Evaluate the City Planning and Zoning review processes to improve and streamline the process.
- Evaluate the Business Tax Receipts Licenses process to improve and streamline the process.
- Update all Department applications and forms. Consolidation of all forms and applications.
- Create procedures manuals/pamphlets to assist users in understanding the current review process.
- Update the Department web page to provide more accessibility to Departmental information (i.e., applications, staff reports, hearing notices, forms, mapping, etc). Increase transparency in the process.
- Evaluate the Zoning Code to make changes to complete the above.
- Evaluate customer service at the Department counter to more adequately serve walk-in customers.
- Create customer service survey for our customers.
- Implement consolidation of Building, Engineering and Community Development inspections.
- Assess file storage systems to improve file retrieval and availability to customers.
- Meet with other City Departments to ensure a seamless flow of information and work tasks.

### **November 19, 2013 City Council Workshop**

Community Development Staff is preparing the background information and analysis to conduct a workshop with the City Council to secure policy direction for the implementation of mixed use overlay zoning code provisions to activate development opportunities within the City. Upon receipt of City Council policy direction, Community Development Staff shall prepare a work program for Council ratification that shall include three phases for execution:

#### ***1. Discovery Phase.***

- Analysis of Codes to implement changes to include identification of conflicts and inconsistencies and recommended amendments.
- Development of a time line for completion.

## Community Development Department Monthly Report Accomplishments and Future Work Programs

- Completion of a Midpoint “Checkpoint” to provide an update as to the progress of the study and provide necessary adjustments as applicable such as timeline modifications, further policy direction; etc.

### 2. *Implementation Phase*

- Complete required legal public notice.
- Planning and Zoning Board Review.
- City Council Review (1<sup>st</sup> Reading).
- Submit to State of Florida and State Agencies for Comprehensive Plan Amendment and secure comments.
- Final City Council Review (2<sup>nd</sup> Reading).
- Final State review.

### 3. *Post-Adoption Phase*

- Determine additional future studies upon implementation of the mixed use overlay zoning assignment.

# City of North Miami Beach Interoffice Memorandum



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*Finance Department*

**TO:** Ana M. Garcia, City Manager  
**FROM:** Janette Smith, Finance Director, x 2081  
**DATE:** November 6, 2013

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**RE:** Accomplishment Report

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## **Finance Department - October, 2013**

The Finance Department is responsible for the proper accounting of all City funds and compliance with all applicable regulations and laws. The department provides financial management and policy support, analytical services and financial information to the City Manager, departments, the public and other agencies. This department monitors spending and ensures the most efficient and effective use of city funds. Finance provides management oversight of key financial services involving budget preparation, accounting, payroll, accounts payable and accounts receivable. The Department provides public transparency to promote trust through the implementation and control of the approved budget and the preparation, and disclosure of the financial statements, including responses to the external auditors.

## **FINANCE DIRECTOR ACTIVITIES**

- Completed Standard & Poor's U.S. Public Finance Questionnaire to facilitate their review of the City's financial condition as part of the ratings update process
- Attended 2 Enterprise Resource Planning (ERP) Review Committee Meetings and one vendor presentation
- Drafted Job Descriptions for Staff Accountant – Payroll and Staff Accountant – Accounts Payable, and Accountant
- Drafted Resolution 2013-68 authorizing the City Manager to divest equity securities
- Attended the Miami-Dade County League of Cities Best Practices Conference
- Received notification that the City has been awarded the Certificate of Achievement in Financial Reporting for fiscal year 2012.
- Reviewed the market results of the City's portfolio for September with the City's Investment Manager
- Attended Leadership Training

## **FINANCE DIRECTOR ACTIVITIES (Continued)**

- Attended the Miami-Dade City and County Managers (MDCCMA) monthly meeting to discuss the Citizen's Independent Transportation Trust and Annexation guidelines.
- Met with the Independent Audit Partner, Anthony Brunson to discuss the results of the pre-audit planning and expectations for the upcoming audit of the City's financial records
- Met with the group of high school students serving as interns to explain the reasons for differences in millage rates between cities and to provide a brief description of budget books, budget documents and comprehensive annual financial reports
- Met with the Bank of America relationship team to discuss the City's plans for converting the electronic bill payment system from Bank of America to High Cotton; the City's plans to implement a new ERP system; and the possibility of converting to remote deposit
- Began the task of preparing the City's Comprehensive Annual Financial Report
- Obtained 8 hours of Continuing Professional Education at the Marcum, LLC Annual Governmental Symposium

## **ASSISTANT FINANCE DIRECTOR ACTIVITIES**

- New Fiscal year process. Opening of new fiscal year, closed old fiscal year, balance various reports and open budget for new fiscal year
- Assisted Staff with approval of requisitions
- Created new fiscal year project accounts for CRA
- Completed the TRIM (Truth in Millage) process
- Maintain chart of accounts. Open, closed and update accounts
- Prepared and provided Public Services with monthly Water & Sewer Consumption reports
- Attended Marcum, LLC annual Symposium regarding GASB updates
- Researched, compiled and completed comprehensive Charts of Accounts Survey for Department of Revenue
- Attended ERP vendor presentation update and 2 ERP meetings
- Attended Leadership training
- Attended the CRA monthly board meeting
- Prepared and provided Public Services with monthly Water and Sewer Consumptions Reports.
- Monitored bank balances daily to determine sufficiency of operating cash and availability of surplus cash to be invested
- Record and maintain Debt Service obligations.
- Interacted and provided assistant and guidance to other departments
- Reviewed weekly payroll transactions.

## **FINANCE DEPARTMENT STAFF ACTIVITIES**

### **Payroll (1)**

- Processed 2414 payroll direct deposits and 255 payroll checks
- Prepared all payroll fiscal year end reports
- Entered and verified all insurances other than dental and health into payroll system for new fiscal year.
- Prepared quarterly 941 Report to IRS
- Transmit quarterly unemployment file to State of Florida
- Training payroll replacement employee
- Processed 5 weekly payrolls

### **Accounts Payable (2)**

- Processed and delivered 758 Accounts Payable checks in October
- 1,421 Vouchers processed – Purchase Orders and Direct Payments
- Voided 20 stale-dated checks and sent due diligence letters notifying customer of un-cashed check
- Reissued three stale dated checks from customers responding to diligence letters
- Six boxes were documented and a record request issued for transfer into storage
- Storage area for record retention was rearranged on the 3<sup>rd</sup> floor, 100 plus boxes
- Refiled all documents and journal entries that were requested by the Auditors
- Cross trained with the Payroll Department
- Attended the Health Fair on Wednesday, October 30, 2013 from 8am to 12
- Attended Special Meeting General Employees' Retirement Plan Committee October 8, 2013 at 3:30 p.m.

### **Cashiers (2) and Supervisor**

- Received 3,835 utility customers in lobby and processed
- 11,343 online, phone, satellite and mail utility payment transactions in the month of October
- Research and reconcile bank discrepancies
- 335 Bank of America credits processed
- 22 bank deposits totaling \$4,718,630

### **Chief Accountant and Finance Coordinators (3)**

- Attended Leadership Training (Chief Accountant and 3 Finance Coordinators)
- Attended Marcum Annual Symposium (Chief Accountant)
- FBC (Fla. Benchmarking Consortium) annual conference (Chief Accountant)
- Attended Health Fair (Chief Accountant and 3 Finance Coordinators)
- Maintained Management Pension Plan and OPEB Trust Accounts (Chief Accountant)
- Entered, updated, issued and distributed 67 Fixed Assets
- Performed detailed billing of 215 customer accounts for the Highland Village sewer connection loans and recorded payments received
- Performed monthly reconciliation of eleven bank accounts

## FINANCE DEPARTMENT STAFF ACTIVITIES (Continued)

### Chief Accountant and Finance Coordinators (3) (continued)

- Updated spreadsheet and processed payment of 185 water bills for all City facilities.
- Prepared, reviewed, approved and posted approximately 285 journal entries relating to payments, expenses reclassification and funds transfers.
- Approved 607 requisitions in the City's Financial Management System.
- Approved 175 Direct Payments
- Approved and posted 8 budget revisions
- Sorted and verified time sheets to process billing of invoices to Miami-Dade County for 2 guard gates for Eastern Shores.
- Prepared and submitted three Financial Status Reports for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the OJ Grants Management System to ensure that the City is in compliance with the Department of Justice's financial status reporting requirements.
- 22 days of opening, balancing, preparing and posting Cash Receipts
- 22 nightly closings, two of which are extended hours.
- 72 returned payments processed.
- Monthly Sales Tax report to the State of Florida
- Monthly Fuel Rebate report to State of Florida
- Reconcile weekly Business Tax Receipt report



I Like It



Tags & Notes

Print this page



## Monthly Police Department Highlights Report due on 11/7/2013

Offense	10/21/13- ^	10/14/13- ^	10/7/13- ^	9/30/13- ^	Totals
	10/27/13 -	10/20/13 -	10/13/13 -	10/6/13 -	
Auto Theft	1	0	2	3	6
Apartment Burglary	0	2	3	3	8
Business Burglary	1	0	0	1	2
Residential Burglary	6	6	10	2	24
Vehicle Burglary	7	7	8	9	31
Homicide / Homicide (Att)	0	0	0	0	0
Robbery Armed	2	2	6	0	10
Robbery Carjacking	0	0	0	0	0
Robbery Home Invasion	0	0	0	0	0
Robbery Strong Arm	0	0	1	1	2
Sexual Battery	0	0	0	1	1
<b>Total</b>	<b>16</b>	<b>17</b>	<b>30</b>	<b>20</b>	<b>83</b>

### Zone Distribution of part 1 crimes for the most recent above week

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total
2	2	5	1	1	5	16
13%	13%	31%	6%	6%	31%	100%

[See attached zone map](#)

### Trends

Active area- Uleta - Residential Burglaries

Since Sept there have been 16 residential burglaries in Uleta. They occur primarily between 9 am and 6 pm in the area of N.Miami Ave - NE 6 Ave/ Ne 169 St - NE 177 St. They enter from rear windows or doors and laptops, tvs, and jewelry are taken. 3 burglaries involved the removal of the AC unit and / or copper taken from the water heater. Street Crimes Unit deployed to address the trend.

### Significant Calls



2013-1030-21      Barricaded Subject/Perimeter (Arrest)      17620 NE 4 Av      0000-0200

The subject committed an armed robbery and closed the victim into a trunk of a car at the Union Institute (16853 NE 2 Av) at about 6:30 pm. A book bag with a loaded gun was found by our officer in a dumpster enclosure. Subject was known from previous arrests by Det Cora Mann. Our detectives requested assistance from the Midnight Shift to help locate the subject. The subject was located at 17620 NE 4 Av and barricaded himself inside the house, refusing to come out. An inner and outer perimeter was established and a Command Post was set up. Due to the violent nature of the original armed robbery; the Crisis Negotiator Team and SRT responded. NMB SRT & Aventura SWAT were just about to enter the residence when the subject surrendered to negotiators at 1:45 am and was arrested. Things developed very quickly and everyone reacted safely and professionally. Another Great Job by NMBPD personnel, as usual.

2013-1103-10      Machete wielding - Baker Act      in the area of 15 Ave and NE 183 St.

W/F waving a machete, several Officers responded and were able to eventually taser the subject and therefore defuse a very volatile situation. Subject was transported to Aventura via ambulance. Excellent team work by all Day Shift Officers.

2013-1024-09      DOMESTIC BATTERY, SHOOTING (ARREST)      1524 NE 172 STREET / 1154 HOURS

Units responded to the address in reference to a male beating a female where a shot was fired. Upon arrival, it was determined that the subject was Luis Salas. Salas was believed to be inside his residence. Salas is known in the past to be heavily armed. A perimeter was established around the residence and SRT and Crisis Negotiators were called out. Officer Randazzo and Officer Jorge-Vazquez Bello were able to negotiate Salas out of his residence where he was taken into custody without incident. EXCELLENT JOB BY THE ENTIRE DAYSHIFT SQUAD, SRT, CNT and COMMUNICATIONS.

## Proactive Patrol

Arrests 74	Watch Order 1435	Park Checks 1267	Calls for Service 1379
Tickets 226	Night Eyes & Foot Prints 1671	Community Contacts 1212	

## Community Involvement

- A handful of our officers were involved with or attended the female empowerment night "Girl Rising" movie on Oct. 11 and participated on stage.
- 10/13 our Community Safety Day street event was held on 19th avenue. Several hundred in attendance, 9 outside agencies and 7 private vendors participated. Many of our police officers held demonstrations of our equipment. Explorers also worked the event.
- Club Law and Order meeting was held on 10/16. Residents concerns addressed.
- Operation Wolfpack held on 10/16 and 11/7.
- 10/20 - Police assisted at Bow Wow Bonanza Charity Canine Event at Greynolds Park Dog Park.
- 10/22 the PACT trailer meeting was held at 176 and S Glades.
- 10/31 Halloween Bash took place, about 2200 in attendance. We had the command post, 8 officers, and many Explorers on the detail. Went very well. Very positive event. No incidents.

## Special Operations

- A long term Income Tax Fraud investigation (the IRS S FL Identity Theft Tax fraud strike force) culminated with a 2 day round up on Oct 9,10. Approx. 100 ofcrs were part of the round up. We assigned 12 ofcrs to the 2 day round up. Our NMB Street Crimes detectives were responsible for making many of the cases. A total of 45 were arrested for serious federal charges including aggravated id theft, theft of government funds. These 30 cases had 22,000 identities compromised or stolen, and the cases were responsible for 11.5 million dollars in actual tax fraud loss.
- After a sting operation, on 10/16 the Detective Bureau and SRT team served a search warrant on the computer whiz business at 473 NE 167 St. The repair business had allegedly been lying and cheating its customers for 3 years. Our PD recieved over 125 calls for service in a 20 month period (majority were customer disputes). After much documentation for the past 6 months, our Dets were able to show a pattern of bad business conduct to the court, thus allowing the search warrant and the recovery of personal property. The business remains closed today for fire code violations and unsafe structure.
- On Oct 16 Operation Wolfpack was held, 7 agencies participated, only 4 arrests were made however a local gang member was taken into custody for Murder. He was turned over to MDPD without incident. Excellent work by Street Crimes, K9, Noons, and VIN.
- On October 30th the Monthly Gang Operation (MAGTF multi agency gang task force) was held. A total of 12 arrests were made.
- On November 1st, while on surveillance Det. Dolcine of Street Crimes apprehended 2 vehicle burglars in action at the NMB Tennis Center. At the time both subjects were attempting to break into a parked car. Both subjects also had bench warrants. Stolen property was located and recovered inside their vehicle from other burglaries.
- On October 22nd the City of Miami P.D. requested assistance in locating homicide subject Antonio Sweeting. NMB Street Crimes and SRT attempted to locate the subject at the below address. The subject was later apprehended by Det. Camacho on a felony stop in the area of NE 167 ST & 20 AV. The subject was apprehended without incident.

## Other News

- 10/31/13 was Chief Gomers last day. MDPD Captain Dennis was named to be the next Police Chief and will begin on 12/3/13.

## Projects in Progress

- Biscayne Park Officers to fill vacant Off Duty Jobs - getting MOU and payment procedure in place. Bisc Park reviewing it now.
- Electrical Work in Communications was completed.
- Vehicle installation of the new P25 radios began the week of October 28th. The installation process should take up to 2.5 weeks to complete.
- AT&T came in and installed the T1 circuit in the telephone room.
- Door Security System RFP still working on improving the description and enhancing language to cover all our bases.
- Video Security around the PD. Quotes for the Servers, Storage, Software, and Encoders are in currently being reviewed before moving forward with purchase.
- The police department just purchased 24 brand new stationary Falcon 7000-FHR and 5 Directional Talons Model 1670-with battery chargers. All these radars are here and will finally replace the old fleet of Falcon radars. These radars were obtained on a grant. Tom Carney was instrumental in researching and obtaining the funds for this grant. Sgt. Williams is in the process of inventorying and assigning the radars to our radar operators.
- The Red Light Camera Program has entered into the second phase. The warning phase has passed and actual violations are being processed. Cameras are online at NE 172 Street and Biscayne Blvd (NB) and 163 Street and Biscayne Blvd (SB). The other intersections are still in the permitting phase.
- New outer vest covers issued to personnel.

## Personnel

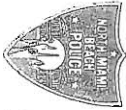
Sworn 90	Civilian 35
Part-Time 5	Volunteers 54
Unfilled Positions 11	In Hiring Process 13
In FTO Program 1 Ofc and 2 CSO	

## #1 Problem

- Police Officer applicants are not successfully completing the pre-employment background investigation process based on omissions/withholding information from application, arrest, testing (polygraph/psychological), driving history, etc.

## # 1 Success

- 2 subjects that were wanted for murder on 2 separate recent cases were located by our personnel and arrested without incident.
- We had 2 violent crisis negotiation standoffs this month. Both were successfully negotiated to the point of surrender/arrest, without the use of force or injury to any persons or property.
- Our Det Jose Marin recieved a plaque for being nominated for The Officer of the Year for Miami Dade County Crime Watch Inc. He was nominated by The Eastern Shores NMB Crime Watch group.
- Our Director Tom Carney received a plaque and was also nominated for Officer of the Year for Miami Dade County Crime Watch inc. He was also nominated by the Eastern Shores Crime Watch group.

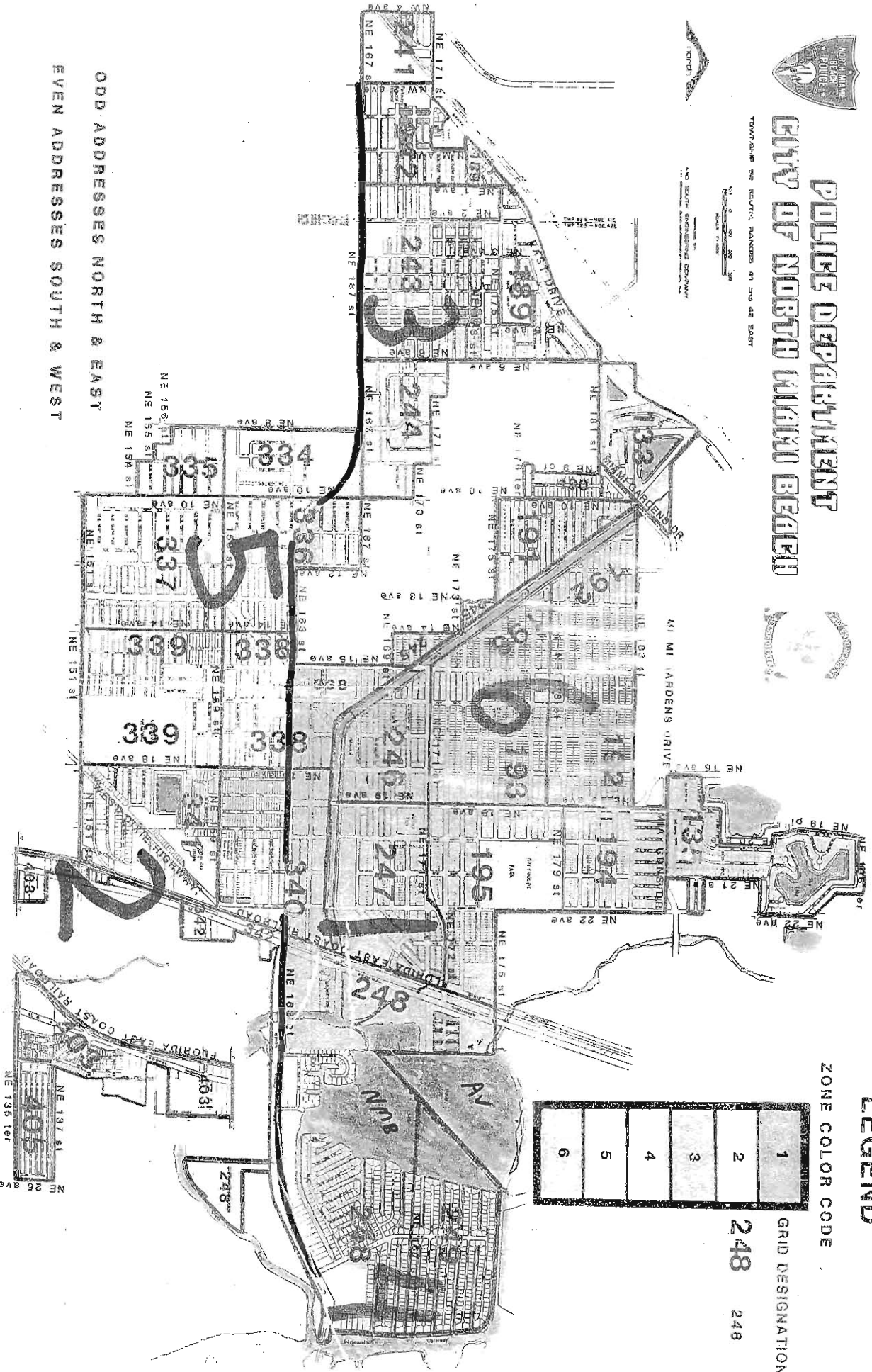


# POLICE DEPARTMENT CITY OF NORTH MIAMI BEACH

TOWNSHIP 22 SOUTH, RANGES 41 AND 42 EAST

SCALE 1" = 100'

AND SOUTH ENGINEERING COMPANY



## LEGEND

ZONE COLOR CODE

1	2	3	4	5	6
---	---	---	---	---	---

GRID DESIGNATIONS

248 248

ODD ADDRESSES NORTH & EAST  
EVEN ADDRESSES SOUTH & WEST

# Memo

**To:** Ana M. Garcia, City Manager  
**From:** Paulette Murphy, Director of Leisure Services  
**Date:** November 6, 2013  
**Re:** Monthly Report – October 2013

---

Listed below is an overview of the Leisure Services Department's accomplishments, projects, programming and on-going operations during the month of October 2013.

## Programming:

- Continue to serve over 200 children in the afterschool programs, ages 4-14 years old.
- Continue partnership with Isproof Tutoring Inc. to provide free tutoring to the children in the YES Center afterschool program.
- Continue NMB Teen Programs at each community center for NMB youth ages 13-18 years old. Teen programs meet once a week; however the youth have access to a mentor (6) days a week. Youth participate in community service projects once a month and are rewarded with a field trip once a month.
- Hosted (2) teen town meetings for all of the Teen Program participants. The subjects were Financial Responsibility and AIDS Awareness.
- Took a second group of (20) at-risk youth to the Miami-Dade County Jail for a tour and educational session.
- Continue to serve over 150 youth ages 10-18 years old for the Intramural Flag Football program.
- Continue to host the Sun Devil Tackle Football and Cheerleading teams for practice at Allen Park / DeLeonardis Youth Center athletic field. Usage is Monday – Friday for over 250 youth.
- Hosted (3) Sun Devil Football team home games at Mishcon Field, over 800 patrons, players, cheerleaders and coaches utilized the facility each game.
- Continue to host Alonzo Tracey Morning High School Baseball practices & scrimmage games at Allen Park / DeLeonardis Youth Center athletic field.
- Continue to host Soccer Paradise (contract program) for games and practices at Mishcon Field.

- Continue to host North Miami Beach High School Varsity (boys & girls) Swim Team for practices and meets at Victory Pool Family Aquatic Center. Usage is Monday-Friday for over 30 youth.
- Hosted (4) High School swim meets, over 80 people attended each meets.
- Continue to conduct swim practice for the NMB Barracuda Swim Team. program serves 23 youth ages 6 to 18 years old.
- Continue to host Allison Academy at the Allen Park / DeLeonardis Youth Center (athletic field) for daily PE classes. Usage is Monday-Friday for approximately 40 youth. (revenue generating program)
- Continue to host K&D Total Body & Fitness at Uleta Park Community Center to run a fitness boot camp for teens and adults. Usage is Monday-Thursday for approximately 50 patrons daily (revenue generating program).
- NMB Disability program continues to serve over 50 adults per week. The disability gym program runs (4) days per week with wheelchair tennis being offered once a week.
- Continue the NMB Challenger Program, program for mentally & physically challenged adults. The program features monthly board meetings and social outings, holiday parties and other special events. The program has taken (2) trips between August & September (over 35 adults registered in the program).
- Continue to host contract programs: Fencing, Jazzercise, Jewelry Making, Israeli Folk Dancing and Centro Cristiano Ebenezer Church. All of the contract programs are held at the YES / McDonald Center Monday – Sunday, serving over 240 patrons weekly.
- Continue to host community groups: Chess Club, NMB Women's Club, North Dade Orchid Club, NMB Homeowners Association.
- Continue to host the suspension program at the YES Center. The program provides youth that have been suspended from school an alternative program during the course of their suspension. The program operates Monday-Friday from 7:30 am – 2:00 pm and is funded through the North Miami Beach Police Department.
- Continue to host the United Cerebral Palsy once a month at the Uleta Park gym.
- Continue to host weekly Bingo Night at Uleta & Highland Village Community Centers.
- Continue to provide ceramic classes twice a week at Washington Park.
- Continue to host weekly kickball games at Washington Park

#### **Special Programs & Activities:**

- Celebrated Hispanic Heritage Month during the YES Center afterschool program. The children learned about Latin countries, food, culture, dance and their history. The program concluded with a buffet of Latin foods.
- H.E.L.P. (Healthy Eating Lots of Play) Program kick-off event at each afterschool program. The month's lesson was on the importance of Fruits and Vegetables in our diet.

**Fields, Playgrounds & Parks:**

- Continuing on-going maintenance / grooming of (4) baseball fields to include: tilling, nail drag, gate drag, repair of pitcher's mound & home plate, painting and aligning bases. Three of the fields are groomed (3) times per week, the other is groomed as needed.
- Continue to line athletic fields for football & soccer before home games.
- Continue to conduct inspections and complete checklists at playgrounds & facilities daily.
- Continue to complete park checklists at passive parks bi-weekly instead of monthly.

**Marketing / Special Events:**

- Planned & conducted the City's Halloween event, over 2,000 people attended the event.
- Continue to plan (by committee) for the City's Veterans' Day & Snow Fest special events.

**Julius Littman Performing Arts Theater:**

- Continue to record all city meetings held in the council chambers to include: Council Meetings, PUC, Code, Union, Pension, etc.
- Rented the theater to various groups where over a combined total of 3,000 patrons attended the events.
- Hosted "Girl Rising" movie, over 500 people attended the movie.

**Library:**

- Continue to host the FIU Mobile Health Clinic every Wednesday.
- Continue to host local groups for community groups to include: Yoga, creative writing, AARP driving, Financial group, etc.
- Collaborated with the Police Department and hosted a Cypersafety seminar.

Library Programs & Service Statistics:

	<u>October</u>
Patron Visits	26,935
Circulation Count	21,448
Computer Use - Passes	2,357
Patron Research/Inquiries	10,407
Technology Assistance	3,169
New Library Cards	262
Days Open	29 of 31

Meetings – Conference Room / Study Rooms:

Rooms -- Reservations	164
Public Meetings Attendance	244
Library Programs	13
Attendance Library Programs	354



CITY OF NORTH MIAMI BEACH

*From the Desk of Rose Amberson, MSW, GPHR, Director of Human Resources  
305.787.6035*

MEMORANDUM

To: Ana Garcia, City Manager

From: Rose Amberson, MSW, GPHR

Date: November 7, 2013

Subject: Monthly Report – Human Resources and Organizational Development

1) Benefits and Risk Management:

- Worker's Compensation

- A Quarterly Review of all active claims is scheduled for November 15. The review incorporates a collaborative approach with HR, City Attorney, and CM office working with workers compensation experts to ensure rapid the return-to-work and effective case management for employees, and minimize the financial exposure for the City.
- Our new Safety Officer, Mr. Kevin Butts, has been deployed. Though he has only just begun, he is already actively assisting with prevention efforts, especially with fleet.

- Benefits

- The new Benefits Plan Year took effect October 1.
- A mini Benefits Open Enrollment must now be conducted in November for IUPA members only, given the new financial contribution requirements of employees.

2) Health and Wellness:

- As promised, a Wellness Team was formed to help take our prevention efforts to the next level. Team members will help to develop and champion wellness programs and services that meet the unique needs of our population.
  - Our Employee Health and Wellness Fair took place on Wednesday, October 30<sup>th</sup>, with over a dozen vendors and a variety of helpful information and discounts for employees.
  - The Mammography Van from Jackson was there, and several different biometric screenings were also offered to employees.
  - *Participation from prior years **tripled** as a result of the team based approach, and the positive feedback was amazing!*

### 3) Training and Organizational Development

- The senior managers joined the City Manager, Mayor and Council at the Miami-Dade County League of Cities Third Annual Best Practices Conference, benefiting from the best practice information shared on a variety of key topics. Great information, great networking, and a great representation by NMB at the League!
- HROD helped support the *End the Violence Walk* this year, taking an active role in planning, recruiting multiple stage performances, recruiting a sponsor (Jackson), and promoting the event internally. Terrific culture-building opportunity for employees to give back to the community, and a wonderful outcome.
- The focus of the North Miami Beach *Leadership Institute* this month was “Understanding Motivation and Building a Successful Team”. November will be the final session prior to graduation in December.
- “*Team NMB Gives Back!*” is planned for November. This is an opportunity to engage employees in creation of Thanksgiving gift baskets for needy families in NMB.
- Departmental reviews are being conducted with department heads to examine the organizational structure and workflows, and increase our efficiencies.

### 4) Employee Relations:

- **AFSCME** Labor / Management Meetings – Concerns arise every month which must be addressed. We continue to build an effective working relationship to address issues as they arise through strong and open communication.
- **IUPA** – Changes were implemented in keeping with new requirements associated with the imposed articles.

### 5) Staffing:

- Total Employees: 577 (Full-time: 426; Part-time and temporary: 151)
- Six new hires, six promotions, seven separations from service. Staffing report available upon request.

### 6) HR Department:

Actively recruiting for vacancy created due to resignation (Miriam Guevara resigned due to personal health reasons). This position focuses upon supporting the benefits and prevention area, as well as new organizational development initiatives.





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**TO:** Ana Garcia, City Manager  
**FROM:** Esmond K. Scott, Director of Public Works  
**DATE:** November 7, 2013

---

**RE: Public Works Department Significant October Accomplishments**

---

### Facilities Management Division

- Completed 118 work orders
- Repaired/installed 6 fencing jobs
- Removed 100 instances of graffiti
- Repaired or rekeyed 14 locks
- Completed 24 painting jobs
- Responded to/repaired 13 plumbing complaints



*Uleta Park Fence Project*

## Beautification Division



*Swale planting to discourage parking while beautifying the neighborhood*



*Trimmed Columbia Park*



*Removed trip hazards on Hanford Boulevard sidewalks*



**172<sup>nd</sup> Street lifting of trees in parking spaces**

## **Fleet Management Division**

- 25 preventive maintenance jobs
- 20 air-conditioning diagnostics and repairs
- 144 instrument/gauge/warning light diagnostics and repairs
- 30 brake repairs
- 169 steering problems diagnostics and repairs
- 73 tire/tube/liner/valve diagnostics and repairs
- 12 charging system diagnostics and repairs
- 10 crank system diagnostics and repairs
- 12 cooling system diagnostics and repairs
- 66 fuel system diagnostics and repairs
- 23 hydraulic system diagnostics and repairs
- 1 electrical system diagnostics and repairs
- 10 engine/motor systems diagnostics and repairs

## Solid Waste Accomplishments for October 2013

- Coated the interior of nine commercial dumpsters with Herculiner to promote longevity of the containers



- Cleaned up and organized Phase II



- Converted and modified an eight-yard garbage dumpster into a new recycling cardboard container with slots and locking bar to encourage cardboard box breakdown, reduce contamination and theft



- Assisted Beautification Department with the tree branch removal from 19<sup>th</sup> to 22<sup>nd</sup> avenues and 171<sup>st</sup> Street



- Performed four special pick-ups generating \$1,000.00 in revenue
- Assisted Leisure Services with the removal of several trash piles
- Cleaned up and removed debris from FIU Transfer Station
- Residential recycling: 149 tons



City of North Miami Beach  
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**MEMORANDUM**

**Print**

---

**TO:** Mayor and City Council  
**FROM:** Darcee S. Siegel, City Attorney  
**VIA:** Darcee S. Siegel, City Attorney  
**DATE:** Tuesday, November 19, 2013

---

**RE:** Litigation List

---

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

---

**ATTACHMENTS:**

[Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Darcee S. Siegel, City Attorney**  
**DATE: November 19, 2013**

---

**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**III. Other Litigation:**

\* **CNMB v General Employees Retirement Committee**

**IV. Forfeitures:**

**V. Mortgage Foreclosures:**

\* **Deutsche Bank v CNMB (Dawkins)**

**Provident Funding v CNMB (Garcia) VOLUNTARY DISMISSAL**

\* **Nationstar Mortgage v CNMB (Jacobs)**

**U.S. Bank v CNMB (Ausch) PROPERTY SOLD**

**VI. Bankruptcies:**

\* **EWGS Intermediary, LLC, et al./Edwin Watts Golf Shops**

\*New Cases





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## MEMORANDUM

Print

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Shari Kamali, Director of Public Services  
**DATE:** Tuesday, November 19, 2013

---

**RE:** SMG Entertainment, Inc. DBA Black Diamonds (Director of Public Services Shari Kamali)

---

**BACKGROUND ANALYSIS:**

On November 12, 2013, SMG Entertainment, Inc. DBA Black Diamonds applied for a Business Tax Receipt (BTR) for a 4 AM to 6 AM Extension of Hours an Adult Entertainment Establishment.

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

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:** None.

---

**ATTACHMENTS:**

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



Business Tax Receipt Application

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

PENDING APPROVAL

[X] New Business

[ ] Transfer of Location From:

R SMG Entertainment, Inc.

[ ] Transfer of Ownership From:

Form with fields: Date Applied (11/12/13), Date Opening (11/20/13), Hours & Days of Operation, Trade/DBA Name (Black Diamonds SMG Entertainment, Inc.), Corporate Name (SMG Entertainment, Inc.), Business Address (17450 Biscayne Blvd, NMB, FL 33160), Mailing Address (Same), Business Phone (954-415-4164), Alternate Phone (786-279-1600), Business Fax, Plaza/Building Name, E-mail, Website.

Name, Title and Home Address of All Persons Associated With the Business: (If additional space is needed, please attach.)
1. Michael A Goldfarb, President
2. 10902 NW. 70th Court, Parkland, Florida 33076

Complete Information Below, if applicable:

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

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

Federal Tax Id #: 20 074 6615 Incorporation Reg #: 704 000033830
State Certificate #: (Please submit a copy with the application.) Square Footage of Space: 6,071 sq. ft.

- 1. Is this business location run on Septic Service? [X] Yes [ ] No
2. Previous Business Use of Property: Previous Business's Name:
3. Is this a minority-owned business? (optional) [ ] Yes [X] No
4. Are you interested in receiving information from the City regarding economic development opportunities, programs or grants? [X] Yes [ ] No
5. Total number of employees: 30

Property Owner/Landlord Name: X DSG HOLDING, CO. Trade/DBA Name:
Mailing Address: PO Box 500399 Business Phone:
MARATON FLA 33050 305 743-0072

OFFICE USE ONLY:
CRA [ ] YES [ ] NO

### DETERMINATION OF BUSINESS TAX FEES

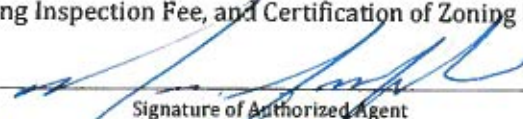
**Nature of Business:** Please provide a detailed description of what products will be sold and what services will be rendered.

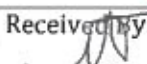
Adult Entertainment / Female Nude Dancing  
X EXTENSION OF HOURS 4-6 AM

1. Are you sharing space with another business?  Yes  No - If YES, Business Name: \_\_\_\_\_  
 (Please submit a letter from this Business verifying same.)
2. Will you be serving alcohol on the premises?  Yes  No - If YES, do you have a  2COP  4COPSRX  4COP
3. Are you requesting an extension of hours?  Yes  No - If YES, select:  2:00 am - 4:00 am  4:00 am - 6:00 am
4. Is this business going to have retail or wholesale?  Yes  No - If YES, provide the Cost of Inventory: \$ 5,000
5. Is this a home-based business?  Yes  No - If YES, indicate your vehicle: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_
6. Are you designated by the IRS as a 501(c)3?  Yes  No - If YES, please submit documentation of status.
7. Are you claiming any exemptions per F.S. Chapter 205?  Yes  No - If YES, please submit documentation of status.

I, Michael A. Goldfarb, as authorized agent for the above-referenced business do hereby certify that:

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

X  Date: 11/12/13  
Signature of Authorized Agent 8-15-2013  
Michael Goldfarb Title: President  
Print Name

Fees & Payment Information (For Office Use Only)					
Class Code:	4182 3150 <sup>03</sup>	Application Fee	35 <sup>00</sup>	Total Due:	\$ 32 35 <sup>00</sup>
Class Code:		Certificate of Zoning Use Fee		Payment Type:	<b>PAID</b>
Class Code:		Building Inspection Fee	50 <sup>00</sup>		
Class Code:		Penalties	Late Fee		
Class Code:		Transfer Fee		Received by:	Date Routed:
				<u></u>	<u>11/12/13</u>

Administrative Approvals (For Review Departments Use Only)				
Department	Approved	Denied	Date	Conditions
	<input type="checkbox"/>	<input type="checkbox"/>		

# City of North Miami Beach Police Department

## Inter-Office Memorandum

---

**To:** Shari Kamali  
Public Services Director

**Date:** 11/13/13

**From:** Kathy Katerman  
A/ Chief of Police



**Subject:** SMG Entertainment  
D/b/a "Black Diamond"

---

Per your Memorandum dated 11/12/2013, requesting an investigation into the listed business of SMG Entertainment Inc. d/b/a "Black Diamond" 17450 Biscayne Blvd. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that SMG Entertainment Inc. is listed as an "Active" Corporation(P0400003380). The registered agent is Michael Goldfarb.

A request for background history was made with Florida Department of Law Enforcement for those person's listed on the occupational license application addendum. Those person's listed have no current criminal history in the State of Florida.

As per your request a call for service history was conducted for the time frame of 08/22/2013 through 11/13/2013; there were two (2) calls for service during this time frame, related to the actual business. (1) Domestic Disturbances @ 0500 hrs. (1) Sick or Injured Person @ 0341 hrs.

# City of North Miami Beach Police Department


## Inter-Office Memorandum

---

**To:** Shari Kamali  
Public Services Director

**Date:** 8/21/13

**From:** Larry Gomer  
Chief of Police



**Subject:** SMG Entertainment  
D/b/a Swinging Richard

---

Per your Memorandum dated 08/14/2013, requesting an investigation into the listed business of SMG Entertainment Inc. d/b/a Swinging Richard's 17450 Biscayne Blvd. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that SMG Entertainment Inc. is listed as an "Active" Corporation (FEIN 20-0746615).

A request for background history was made with Florida Department of Law Enforcement for those person's listed on the occupational license application addendum. Those person's listed have no current criminal history in the State of Florida.

As per your request, a call for service history was conducted for the time frame of 09/06/2012 through 08/21/2013; there were nineteen (19) calls for service during this time frame, related to the actual business. (10) Investigations, (4) disturbances, (2) battery investigations, (3) accidents.

## Calls for Service for Swinging Richards

From 09/06/2012 through 08/21/2013

### Investigations:

- 1) 09/15/2012 @ 0329 hrs. Stolen Wallet
- 2) 11/20/2012 @ 0943 hrs. theft of \$2,000.00 2012-1120-04
- 3) 11/26/2012 @ 1520 hrs. fraud investigation
- 4) 12/29/2012 @ 1423 hrs. fraud investigation
- 5) 01/01/2013 @ 1331 hrs. burglary to a vehicle
- 6) 02/03/2013 @ 0437 hrs. lost or stolen tag
- 7) 03/15/2013 @ 1944 hrs. found property (cell phone)
- 8) 05/11/2013 @ 0222 hrs. theft of a gold chain 2013-0511-02
- 9) 05/18/2013 @ 0249 hrs. fraud investigation
- 10) 07/22/2013 @ 0233 hrs. burglary in progress arrest 2013-0722-01

### Disturbance:

- 1) 09/16/2012 @ 0118 hrs. Disturbance between patrons.
- 2) 04/06/2013 @ 2233 hrs. disturbance caused by intoxicated patron
- 3) 07/26/2013 @ 0008 hrs. combative violent patron arrest 2013-0726-01
- 4) 08/01/2013 @ 0210 hrs. disturbance between employee and patron

### Battery/Assault:

- 1) 03/02/2013 @ 0250 hrs. Assault 2013-0302-03
- 2) 04/26/2013 @ 0253 hrs. Assault 2013-0426-02

### Accidents:

- 1) 02/02/2013 @ 2235 hrs. parking lot accident
- 2) 03/07/2013 @ 1711 hrs. hit and run
- 3) 04/17/2013 @ 0335 hrs. hit and run



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## MEMORANDUM

Print

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Mac Serda, Assistant City Manager  
**DATE:** Tuesday, November 19, 2013

---

**RE:** Ordinance No. 2013-20 - First Reading By Title Only (Assistant City Manager Mac Serda)

---

**BACKGROUND ANALYSIS:**

For nearly two years the City and IUPA were engaged in collective bargaining. While many of the 39 articles of the collective bargaining agreement were tentatively agreed to, the two parties could not reach an agreement related to the terms of the Police and Fire Pension Plan and an impasse was declared in February 2013. Following the impasse process, a Special Magistrate was selected and after hearing the arguments and reviewing the evidence from both the City and IUPA's positions, the Special Magistrate issued a recommendation on July 5, 2013 in favor of the City's position. Continuing the impasse process, the North Miami Beach City Council held a Special Impasse Hearing on September 17, 2013, and determined that the position recommended by the Special Magistrate should be implemented.

Below is a list indicating a summary of the changes to the pension plan that are proposed to take effect on January 1, 2014. With the exception of the elimination of the 60% approval of active members for any changes to the pension plan, all other items apply only to the pension participants who have not attained normal retirement eligibility (20 years of service or age 62).

- Elimination of the 60% approval of active members to amend the plan's provisions

- Pension benefit calculations are based on the participant's basic compensation and excludes overtime.
- Normal retirement is changed to 55 with 25 years of service or age 62 with 10 years of service
- There will be no guaranteed Cost Of Living Adjustment (COLA)
- The pension "multiplier" will be 2.0%
- The Deferred Retirement Option Program (DROP) will be closed.

The changes proposed are prospective, and do not affect any benefit already earned by an employee.

**RECOMMENDATION:**

Staff recommends approval of the amended ordinance.

**FISCAL/BUDGETARY  
IMPACT:**

According to the Actuarial Impact Statement from Bolton Partners dated October 29, 2013, the annual savings in FY 2014 has been projected to be approximately \$790,366.

---

**ATTACHMENTS:**

- ▣ [Actuarial Impact Statement](#)
- ▣ [Ordinance No. 2013-20](#)





October 29, 2013

Mr. Mac Serda  
Assistant City Manager  
City of North Miami Beach  
17011 NE 19<sup>th</sup> Ave.  
North Miami Beach, Florida 33162

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

Dear Mac:

We have reviewed the attached draft Ordinance which would change the benefits for Police Officers. The benefit changes include:

- 3% benefit accrual rate reduced to 2% for future service accruals
- No COLA on future service accruals
- No more overtime included in pensionable pay
- Delay in retirement age for those not already eligible to retire
- No more DROPs
- Elimination of purchase of service and benefits

These changes are expected to reduce the total required contributions (including City, State and Member contributions) from \$6,491,129 to \$5,570,826 (a savings of \$790,366 for the City and a savings of \$129,937 for the Members) and reduce the unfunded liability from \$49,446,474 to \$43,534,860.

We have not tried to determine if these changes will cause the loss of the State's contribution of \$303,641 for police officers. We have assumed that the changes will not impact the State payment, but if they do the \$790,366 savings should be reduced by this amount.

Below is more detail on these changes, our calculations, assumptions and methods.

**Part 1: Understanding of Plan Changes:**

3% reduction to 2% for accruals

For service after the effective date of the proposed law, the rate of benefit accrual shall be 2% instead of the current 3%. However, those members who are already (at the effective date) age 52 or have 20 years of service will continue to accrue benefits at the 3% rate. Those already in DROP are also not affected.

**Bolton Partners, Inc.**

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*Actuarial, Benefit and Investment Consultants*

#### No COLA on future accruals

Our understanding is that the COLAs provisions are unchanged for those already age 52 and older or who have at least 20 years of service or are currently in DROP. The COLA also was unchanged for future disability and pre-retirement death benefits. However, for others, there is no COLA on benefits earned based on service after the effective date of the proposed law (e.g. the 2% accruals).

#### No more overtime in pensionable pay

No overtime pay after the effective date counts as pensionable earnings. This means that it is not used to calculate the annuity amount nor do employees make contributions based on future overtime hours. We assumed that compensation (including) overtime earned prior to the effective date can be used as part of the final average salary. Since overtime can be material, it may be some years before final average salary increases for many members.

#### Delay in retirement age for those not already eligible

The normal retirement age is being changed from (1) the earlier of 20 years of service or age 52 to (2) the earlier of age 55 with 25 years of service or age 62 with 10 years of service. This change (1) applies only to benefits based on service earned after the effective date and (2) does not apply to anyone who as of the effective date is either in DROP or already reached age 52 or has 20 years of service.

Example: Assume a member leaves 5 years after the effective date at age 47 with 20 years of service. They can get  $15 \times 3\% = 45\%$  of their age 47 final average salary immediately and  $5 \times 2\% = 10\%$  of their age 47 final average salary starting at age 62. Alternatively, since the early retirement provisions remain, they could receive a benefit at age 47 of  $45\% + (10\% \times (100\% - (3\% \text{ reduction/year}) \times (62-47))) = 50.5\%$  of their final average salary.

We assumed that the 10% (if deferred) would not start at age 55 since they did not have 25 years of service. We valued benefits starting at a single annuity starting date and applied early retirement reductions.

#### No more DROPs

No one may enter DROP if they are not already age 52 or have 20 years of service as of the effective date.

#### Elimination of purchase of service and benefits

No additional years of service or benefits may be purchased after the effective date. Since the cost to purchase benefits was based on the full actuarial cost, there is no direct (immediate) savings. However, the City did bear the risk of meeting the 8% return these calculations were based on and this risk would be eliminated by this bill.

### Removal of Participant vote before plan changes are made

The Bill was amended to remove the need to get 60% approval of the participants before changes are made. While a material change, it is not one that requires an actuarial cost.

### **Part 2: Data used**

We based the changes on the census supplied by the City for the 63 active (non DROP) members. We understand that these are the same 63 as were in the 2012 actuarial report. The data we were given also contained base pay information which was needed to reflect the loss of overtime for future pensionable pay purposes.

### **Part 3: Assumptions and Methods used**

We started by closely replicating the results for the 63 active non DROP members in the 2012 Buck valuation. Because of the changes in benefits we needed to change the retirement rates for those who had their retirement ages changed and for whom electing DROP would no longer be an option. Our new retirement assumptions are attached. It is possible that Buck might use other assumptions but any difference might not be material.

The effective date of the changes is not specified. As is commonly done, we have measured the impact as if it was effective as of the most recently completed valuation (October 1, 2012). We expect that the effective date will be later than the 2012 valuation date but expect the relative impact to be roughly the same. The number of active members (excluding DROP) we understand has not materially changed since the October 1, 2012 valuation even if they are not all the same individuals.

The plan actuary takes the prior year's payroll (including pensionable overtime) and projects it forward. For the 2012 valuation the FY12 payroll of \$5.5 million was projected to be \$5.9 million for FY13. This produced an expected employee contribution of about \$0.65 million in FY13 which was used to offset the total plan cost (along with the expected State contribution). As a result of the proposed change to eliminate overtime as pensionable earnings we reduced the expected employee contributions by about \$0.13 million which represents 11.1% of the reduction in pensionable payroll. We have preserved higher pre-October 1, 2012 salary amounts since they are likely to impact the average final compensation for some time.

The plan funds using the Entry Age Normal cost method. There are several variations of the method, some of which only occur when benefits are changed in certain ways. The proposed change in the benefit accrual rate from 3% to 2% makes it possible that the plan will adopt the "Replacement Life" method which would roughly lower the normal cost by 1/3<sup>rd</sup> for the benefit accrual rate change and make little change to the unfunded liability for that change. This would be a good change. The alternative is to continue to use a more traditional method which is the method selected by GASB and would reduce the normal cost by less but also reduces the Actuarial Liability. Both are reasonable cost methods. We have assumed the current and GASB prescribed method would be used.

Mr. Mac Serda  
October 29, 2013  
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### **Actuarial Certification**

This letter has been prepared for the City of North Miami Beach for the purposes of estimating the impact of proposed changes in the police pension benefits. It is neither intended nor necessarily suitable for other purposes. Bolton Partners is not responsible for the consequences of any other use. Bolton Partners is not a law firm and we make no representation as to the legal sufficiency of the ordinance.

We used the assumptions, data and methods shown in the 2012 actuarial valuation except where noted otherwise. We did modify the retirement rates as shown in the attachment. I am a credentialed actuary and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this letter. I am currently compliant with the Continuing Professional Development Requirement of the Society of Actuaries.

Please let me know if you have any questions.

Sincerely,

**BOLTON PARTNERS, INC.**

A handwritten signature in black ink, appearing to read 'T. Lowman', with a long horizontal flourish extending to the right.

Thomas B. Lowman, FSA

Enc.

## Appendix

### Two versions of Entry Age Normal:

We have used the GASB version of Entry Age Normal. The plan should consider using the “Replacement life” version. Both methods are described below:

“Replacement life” Entry Age method: would base the Normal Cost on the new benefit structure as though it had always been in place, thereby producing a consistent Normal Cost rate for all members in the tier. This has the advantages of a change in Normal Cost (both individual and total) more consistent with what would be expected for a change in future benefit accruals, a stable future Normal Cost rate for the tier, and a relatively smaller (compared to the alternative) change in Actuarial Accrued Liability. Its disadvantages are that it is more complicated to explain and to implement.

GASB method: For benefit formula or structure changes within a plan (e.g. 3% accruals in the past and 2% in the future), the Normal Cost is based on each member’s composite projected benefit (averaged Entry Age)

### Retirement rates:

Change in Retirement Rates due to new retirement eligibility of the age 62 with 10 years of service or age 55 with 25 years of service:

New Assumption for those not yet age 52 or with less than 20 years of service and with less than 13 years of service as of the effective date:

<b>Age/Service</b>	<b>10</b>	<b>11</b>	<b>12...23</b>	<b>24</b>	<b>25</b>
55	NA	NA	NA	NA	100%
56	NA	NA	NA	NA	100%
57	NA	NA	NA	NA	100%
58	NA	NA	NA	NA	100%
59	NA	NA	NA	NA	100%
60	NA	NA	NA	NA	100%
61	NA	NA	NA	NA	100%
62	100%	100%	100%	100%	100%

No change in assumptions for those age 52 or older or those with at least 20 years of service. No change for those with 13 or more years of service as of the effective date. Early retirement reductions applied to avoid valuing dual benefit start dates.

No DROP assumed for those not yet age 52 or with less than 20 years of service since proposed plan eliminates DROP for this group.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH; AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENTAL BENEFIT; 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.**

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

**Section 1.** Article I, Section 1.05 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Amendment of Plan”, is proposed to be amended as follows:

**Section 1.05                    AMENDMENT OF PLAN**

(a) ~~Ordinance~~Resolution of City – The Plan may be amended by the City from time to time in any respect whatever, by ~~ordinance~~resolution of the City Council of North Miami Beach, specifying such amendment, subject only to the applicable requirements of federal and state law. following limitations: A report and recommendation from the City Manager and the actuary and/or any other pension board consultant may be considered before the Plan is amended by the City Council.

~~(1) Approval of Participants~~ Approval of 60% of the active members shall be required before the Plan may be amended by the City Council.

~~(A) Such consent shall not be required if such amendment pertains to the actuarial soundness of the Plan as determined by the actuary employed by the City Council in accordance with Section 5.06 or if such amendment shall be necessary to comply with any laws or~~

~~regulations of the United States or of any State to qualify this as a tax exempt plan and trust.~~

- (2) ~~Report and Recommendation from the City Manager and the actuary and/or any other pension board consultant shall be required before the Plan may be amended by the City Council.~~

\* \* \*

**Section 2.** Article II, Definitions, definition of “Basic Compensation for Police Officers”,

is proposed to be amended as follows:

## **ARTICLE II DEFINITIONS**

\* \* \*

Basic Compensation for Police Officers means, as per the State Statute, the total cash remuneration paid to a police officer for services rendered and shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 6.08(C) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code. Effective on and after the effective date of this Ordinance, basic compensation for police officers shall exclude all overtime payments.

\* \* \*

**Section 3.** Article III, Section 3.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Credited Service”, is proposed to be amended as follows:

### Section 3.04 Credited Service

- (a) Defined - The credited service of each employee or participant will be the total period of his or her service as defined in Section 3.02 (Service) computed in completed calendar months, from the date of employment until the first day of the month coincident with or next following his or her date of actual retirement or termination of employment. (See Section 6.04(a)(5)(C)). For police officer participants who served in more than one of the city’s employment classifications prior to January 1, 1990, (when this separate police officers’ and firefighters’ retirement plan was established) and earned or were eligible to earn service

under the citywide Retirement Plan for Employees of the City of North Miami Beach then in effect, credited service for purposes of this Retirement Plan for Police Officers & Firefighters shall include all continuous service in all employment classifications in which the employee served while covered by the former citywide Retirement Plan for Employees. Such police officer participants shall not receive or be entitled to any benefits from the former citywide Retirement Plan.

- (b) Exclusion From Credited Service - The period of any absence of 31 days or more will be excluded from an employee's or participant's credited service unless he or she receives regular compensation from the City during such absence and except or otherwise provided below. Any absence of 30 days or less will be included in the employee's credited service.
- (c) Military Service.
  - (1) First Five Years of Absence - The first 5 years of any absence due to the employee's or participant's engagement in military service will be included in his or her credited service, if:
    - (a) The police officer is in the active employ of the municipality prior to such service and leaves a position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States.
    - (b) The police officer is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act.
    - (c) The police officer returns to his or her employment as a police officer of the municipality within 1 year from the date of his or her release from such active service.
  - (2) Absence Prior to Effective Date of Plan - An employee or a participant who was absent prior to the effective date of the plan because of his or her engagement in military service will be credited for the full period of such absence, if such absence was covered by a leave of absence granted by the City or was by reason of compulsory military service, provided such period would otherwise have been included as credited service if the employee or participant had been in the active service of the City.
  - (3) No employee contributions shall be required with regard to credited service for military service provided in this section.
- (d) Employees Excluded From Participation Under Prior Plan - For any employee who was excluded from participation as a result of being at least age 60 on his or her date of employment and who became eligible to participate when that provision was eliminated, credited service will be the period of service from the date participant contributions begin until the date of actual retirement or termination of employment.
- (e) Purchase of Credited Service for Prior Military or Law Enforcement Services - For a Participant who has completed ten years of credited service and purchases or agrees to purchase through payroll deduction credited service for prior military or law enforcement



service prior to the effective date of this Ordinance, the years or fractional parts of years that such a participant served full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or performed law enforcement service prior to the Participant's first or initial employment with the City, shall be added to the Participant's years of credited service under the following terms and conditions:

- (1) The Participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. As part of the application for the purchase of such credited service, the Participant shall elect either to contribute to the Retirement Plan the cost of such purchased credited service or to have all or a portion of the contributions for the cost of said purchased credited service picked up by the City. If the Participant elects to have contributions picked up by the City, the Participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such purchased credited service. With respect to any Participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing credited service hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the Participant. Any payroll deduction authorizations in effect for the purchase of such credited service as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these Participants. If the cost of the purchased service credits is not paid in full prior to the termination of the Participant's employment, then the balance due to the Retirement Plan for the purchased credited service shall be picked up by the City from any payment due to the Participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the Participant's employment and the City pick-up of any remaining contribution due from the Participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of credited service, then, at the Participant's option, the Retirement Plan shall reduce the amount of service purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the Participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the Participant elects to

make a lump-sum contribution for the balance due, such payment shall be made by the Participant prior to the date that the Participant's first monthly pension benefit payment is due. The service purchase shall not be recognized or credited by the Pension Plan until the Participant has completed ten (10) years of credited service. If the Participant terminates employment before completing ten (10) years of service, all contributions made by the Participant for prior military or law enforcement service shall be refunded to the Participant.

- (2) For purchase of military service, the Participant did not receive a dishonorable discharge from such service from the Armed Forces.
- (3) The Participant did not receive credited service for the time spent in the Armed Forces or other law enforcement service from any other governmental or military retirement or pension system.
- (4) The maximum credit which may be purchased by a Participant for any prior military service in the Armed Forces of the United States or other law enforcement service under this section shall be four years.
- (5) If, upon adoption of this Ordinance, a Participant has previously agreed to purchase credited service but has not yet made full payment for that credited service, then the Participant may elect City pick-up of the contribution remaining due to the Retirement Plan pursuant to the procedures and provisions set forth in section 1, above. The irrevocable payroll deduction authorization form electing such City pick-up must be signed within three months after the adoption of this ordinance.
- (6) A Participant who purchases service credits shall make the following series of elections with regard to these actions:
  - (i) The Participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
  - (ii) If installment payments are elected by the Participant, the Participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.
- (7) Notwithstanding any other provision of this subsection (e), the purchase of credited service for prior military or law enforcement service shall not be available to any Participant who has not purchased or agreed to purchase such credited service through payroll deduction prior to the effective date of this Ordinance.
- (f) Inter-Plan Transfers. On or after April 1, 2003, in addition to direct payment methods available as determined by the Retirement Committee, and all other allowable payment provisions established herein, the plan will accept permissible member requested transfer of funds from other retirement or pension plans, member rollover cash contributions and/or direct cash rollovers of distributions to fund the purchase of Credited Service under this

section, or to fund any other allowable contributions provided by plan provisions, as follows:

- (A) Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans – The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in Section 401(a) or 403(a) of the Code, from an annuity contract described in Section 403(b) of the Code, or from an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.
  - (B) Member Rollover Contributions from IRAs – The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.
  - (C) All purchases must be made and fully funded prior to retirement.
- (g) Purchase of Permissive Service Credit
- (1) In lieu of the purchase of credited service for prior military or law enforcement services, as provided above, a participant may, prior to the effective date of this Ordinance, purchase permissive service credit comprised of eligibility for earlier retirement combined with higher benefit level for the participant’s credited service which is the actuarial equivalent of up to 4 years of additional credited service under the following terms and conditions:
    - a. The Participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level combined with eligibility for earlier retirement (the benefit) purchased hereunder. As part of the application for the purchase of this type of permissive service credit, the Participant shall elect either to contribute to the Retirement Plan the cost of such purchased permissive service credit or to have all or a portion of the contributions for the cost of said purchased permissive service credit picked up by the City. If the Participant elects to have contributions picked up by the City, the Participant must execute an irrevocable, binding payroll deduction authorization form with respect to these participant contributions, the employee shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such purchased benefit. With respect to any Participant’s contributions, which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. Participant contributions made pursuant to such

City pick-up shall be designated and considered as employee contributions, even though they are being paid by the city in lieu of the contributions paid directly by the Participant. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these Participants. Should, after termination of the Participant's employment a balance still remain due for the purchase of the benefit provided hereunder, at the Participant's option, the Retirement Plan shall reduce the amount of such permissive service credit to conform with the amount of contributions therefore picked up by the City and paid to Retirement Plan or the Participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the Participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the Participant prior to the date that the Participant's first monthly pension benefit payment is due. The permissive service credit purchase shall not be recognized or credited by the Pension Plan until the Participant has entered the DROP, retired, or terminated from employment with at least ten (10) years of credited service. If the Participant terminates employment before completing ten (10) years of service, all contributions made by the Participant for the permissive service credit provided hereunder shall be refunded to the Participant.

b. For each month's equivalent of higher benefit level purchased hereunder, the participant's multiplier for the final year of credited service will be increased by (0.25%) one-quarter of one percent.

c. Years and months of earlier retirement eligibility purchased under this section will be treated as credited service for the purpose of determining eligibility for normal retirement, under section 6.01(b), early retirement, under section 6.02(a), or entry into DROP, under section 6.01A(e).

d. The maximum combined credit or equivalent credit which may be purchased by a Participant for any prior military service in the Armed Forces of the United States, other law enforcement service or high multiplier benefit under this section shall be four years.

e. A participant who purchases the higher multiplier benefit provided hereunder shall make the following series of elections with regard to these actions:

- (i) The Participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
- (ii) If installment payments are elected by the Participant, the Participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.

f. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions, the plan will accept inter-plan transfers (“rollovers”) as provided in §3.04(f) to fund the purchase of the permissive service credit comprised of a higher benefit level and eligibility for earlier retirement provided herein.

g. Notwithstanding any other provision of this subsection (f), the purchase of permissive service credit shall not be available to any Participant who has not purchased or agreed to purchase such service credit through payroll deduction prior to the effective date of this Ordinance.

(h) Purchase of Credited Service for Family Medical Leave.

For a participant who was absent due to family medical leave (FMLA) for thirty-one (31) days or more, the months or fractional parts of months that such Participant was absent in excess of thirty (30) days (the first thirty (30) days being included in the Participant’s credited service pursuant to Section 3.04(b) above) shall be added to the Participant’s months of credited service provided that the Participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. The Participant, as part of the application for the purchase of family medical leave credited service, shall elect to purchase the family medical leave service credit either:

- (1) In the manner set forth in subsection (e)(1), above  
(i.e. lump sum contribution or employer pick-up); or
- (2) Inter-plan transfer as set forth in subsection (f), above.

**Section 4.** Article VI, Section 6.01 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Normal Retirement”, is proposed to be amended as follows:

**Section 6.01 NORMAL RETIREMENT**

(a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.

(b) Normal Retirement Date

(1) Firefighters – [No change]

(2) Police Officers - The normal retirement date for each police officer who retires or enters the DROP prior to the effective date of this Ordinance, or who is employed and not participating in the DROP on the effective date of this Ordinance and who on that date has attained age 52 or completed 20 years of credited service, will be

the first day of the month coincident with or next following the earlier of the completion of 20 years of credited service or attainment of age 52. The normal retirement date for police officers who are employed and not participating in the DROP on the effective date of this Ordinance, and who have not attained age 52 or completed 20 years of credited service on that date, shall be age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service. However, a police officer may continue in the service of the City beyond his or her normal retirement date and retire as of the first day of any month beyond his or her normal retirement date which is coincident with or next following his or her actual termination of service. Police officers who are employed and not participating in the DROP on the effective date of this Ordinance, and who have not attained age 52 or completed 20 years of credited service on that date, may retire upon termination of employment after attaining age 52 or completing 20 years of credited service, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to the effective date of this Ordinance. Such police officers shall be eligible to receive the benefit based on their credited service on and after the effective date of this Ordinance upon attaining age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service, and termination of employment.

(c) Cost of Living Adjustments

Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income payable hereunder to each police participant who retired under Section 6.01 hereof on or after December 30, 1988, and who as of that October 1st has been retired for three or more years, or who retired under the Early Retirement Incentive set forth in Section 6.01(f), or to any such participant's surviving beneficiary, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002. Notwithstanding the preceding sentence, there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service after the effective date of this Ordinance; provided, any police officer who is employed and not participating in the DROP on the effective date of this ordinance and who on that date has attained age 52 or completed 20 years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.5% commencing on October 1 three years following retirement. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service after the effective date of this Ordinance, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

(d) Firefighter Supplemental Retirement Benefit. [No change]

~~(e)~~ Amount of Retirement Income

(1) Firefighters [No change]

(2) Police Officers – For credited service beginning Retroactively effective December 30, 1988 through the effective date of this Ordinance, to a police officer who retires on or after normal retirement date: the monthly amount of retirement income payable to each

participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service. For credited service on and after the effective date of this Ordinance, the monthly amount of retirement income payable to each participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 2% (.0200) of his or her final monthly compensation multiplied by his or her years of credited service on and after the effective date of this Ordinance; provided, the monthly amount of retirement income payable to each participating police officer who is employed and not participating in the DROP on the effective date of this ordinance and who on that date has attained age 52 or completed 20 years of credited service shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service on and after December 30, 1988.

(fe) Payment of Retirement Income – [No change]

(f) ~~Early Retirement Incentives-~~

~~Notwithstanding the provisions of subsection 6.01(d) above, those police officer participants who, as of March 31, 1996, are eligible for regular retirement under Section 6.01 hereof, and those participants who lack 36 or fewer months of service or age in order to be eligible for normal retirement pursuant to Section 6.01 shall be permitted to retire on or before January 1, 1997, on a date designated by the City Manager, and upon retirement shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

<del>Less than 10 years</del>	<del>4.22%</del>
<del>10 but less than 20 years</del>	<del>3.76%</del>
<del>20 but less than 21 years</del>	<del>3.53%</del>
<del>21 but less than 22 years</del>	<del>3.51%</del>
<del>22 but less than 23 years</del>	<del>3.49%</del>
<del>23 but less than 24 years</del>	<del>3.47%</del>
<del>24 but less than 25 years</del>	<del>3.46%</del>
<del>25 but less than 26 years</del>	<del>3.45%</del>
<del>26 but less than 27 years</del>	<del>3.44%</del>
<del>27 but less than 28 years</del>	<del>3.42%</del>
<del>28 but less than 29 years</del>	<del>3.41%</del>
<del>29 but less than 30 years</del>	<del>3.40%</del>

~~rather than the 3 percent provided by subsection (d) above, under the terms and conditions set forth below.~~

~~The first payment to participants retiring hereunder on or before October 4, 1995 will be made on the participant's retirement date. For participants retiring after~~

~~October 4, 1995, the first payment shall be made in accordance with Section 6.01(e).~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for the twelve (12) month period immediately preceding the participant's retirement date.~~

~~Terms and conditions for Early Retirement Incentive.~~

- ~~(1) The application for retirement must be received by the Retirement Plan no later than 5:00 p.m. on September 27, 1996, unless extended by the City Manager;~~
- ~~(2) As a condition of receiving a pension at the rates set forth above, the participant shall make an irrevocable application to the Retirement Plan for normal retirement on a date designated by the City Manager which must be before January 1, 1997 and shall retire on the date so designated unless the retirement date is extended by the mutual agreement of the participant, the Retirement Committee and the City Manager;~~
- ~~(3) Any accrued leave remaining due to a participant as of his or her designated retirement date, with a limit of 320 hours of annual leave, and otherwise pursuant to the Contract provisions relevant to each applicant, shall be paid to the participant in three (3) equal annual installment payments, without interest, commencing after the participant's designated retirement date, with the remaining two (2) installment payments to be made in January, 1997 and January, 1998, for participants retiring before April 1, 1996, and in January, 1998 and January 1999, for participants retiring after April 1, 1996 pursuant to this section.~~
- ~~(4) Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, may purchase credits for military or other government law enforcement service. The years or fractional parts of years that such a participant served full time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or other government law enforcement service, prior to the participant's first or initial employment with the City shall be added to the participant's years of credited service only for participants who retire under the Early Retirement Incentive, provided that:
  - ~~(i) The participant did not receive a dishonorable discharge from the Armed Forces.~~~~



- (ii) ~~The participant did not receive credited service for the time spent in the Armed Forces or other government law enforcement service from any other private, governmental or military retirement or pension system.~~
- (iii) ~~The participant contributes to the Retirement Plan the full actuarial cost of all military or other law enforcement service credits purchased.~~
- (iv) ~~The purchase of credited military or other law enforcement service under this subsection by a participant shall be paid in full prior to the participant's retirement date or, at the participant's option, in three equal annual installment payments, without interest, commencing on the participant's designated retirement date, with the remaining two installments payable on the first and second anniversary dates of the participant's designated retirement date, and in accordance with all terms, rules, procedures or regulations established by the Retirement Committee.~~
- (v) ~~The maximum credit which may be purchased by a participant for any military service in the Armed Forces of the United States or other government law enforcement service under this section shall be four years.~~

(5) ~~Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, but are not eligible to purchase credits for military or other law enforcement service under paragraph (4) above, may retire under the Early Retirement Incentive set forth above except they shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

<del>but less than 17-1/2 years</del>	<del>4.05%</del>
<del>but less than 23 years</del>	<del>3.98%</del>

~~provided that the participant contributes to the Retirement Plan the full actuarial cost of the higher benefit rate which contribution is made under the same terms and conditions as the purchase of military or other law enforcement service set forth in paragraph (4)(iv) above.~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for~~

~~the twelve (12) month period immediately preceding the participant's retirement date.~~

~~(6) Non bargaining unit employees who retire under the Early Retirement Incentive set forth in subsection (f) and thereafter are re-employed by the City shall not accrue additional credited service hereunder, shall not be eligible for disability or pre-retirement death benefits and shall not make contributions to the Plan; however, their service pension paid pursuant to the Early Retirement Incentive shall not be suspended or interrupted due to such re-employment.~~

~~(fg)~~ Notwithstanding any of the foregoing, distributions under the Plan shall commence not later than the "required beginning date", in accordance with IRC Section 401(a)(9).

~~(gh)~~ Benefit Alternate Computation - Deferred Retirement Option Plan for Firefighters (BAC-DROP") – [No change]

**Section 4.** Article I, Section 6.01A of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Deferred Retirement Option Program (DROP)”, is proposed to be amended as follows:

Section 6.01A DEFERRED RETIREMENT OPTION PROGRAM (DROP)

(a) [No change]

(b) [No change]

(c) [No change]

(d) [No change]

(e) A police officer who has attained age 52 or completed 20 years of credited service prior to the effective date of this Ordinance is eligible to enter the DROP upon attaining twenty (20) years of service, or upon reaching age fifty-two (52) with the completion of 15 years of service. Years of service may be acquired by actual eligible credited service to the City, by the purchase of credited service for prior military or law enforcement service (§304(e)(1)), by the purchase of permissive service credit (§304(g)) or any allowable combination thereof. The DROP shall be closed to new participants on the effective date of this Ordinance, and any police officer who has not attained age 52 or completed 20 years of credited service prior to the effective date of this Ordinance shall not thereafter be eligible to participate in the DROP.

(f) [No change]

- (g) [No change]
- (h) [No change]
- (i) [No change]
- (j) [No change]
- (k) [No change]
- (l) [No change]
- (m) [No change]
- (n) [No change]
- (o) [No change]
- (p) [No change]
- (q) [No change]
- (r) [No change]
- (s) [No change]

**Section 5.** Article I, Section 6.02 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 Early Retirement and Retirement Income

- (a) [No Change]
- (b) Payment Governed By - In the event of early retirement, payment of retirement income will be governed by the following provisions:
  - (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his or her normal retirement date.
  - (2) Cost of Living Adjustments - Commencing October 1, 1998 and on the first day of

each October thereafter, the monthly income

- (i) payable hereunder to each police participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least twenty years of credited service, who has attained age 52, and who, as of that October 1st has been retired for three or more years, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002, or
  - (ii) payable to the surviving beneficiary of a participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least 20 years of credited service and who died before reaching age 52, shall be increased by two and one-quarter percent and commencing October 1, 2002, by 2.5%, on the October 1st after the participant, had she or he or she survived, would have attained age 52 and would have been retired for three or more years and on the 1st day of each October thereafter.
  - (iii) Notwithstanding any other provision of this subsection (b)(2), there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service after the effective date of this Ordinance. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service after the effective date of this Ordinance, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.
- (3) Amount of Retirement Income - The monthly amount of retirement income payable to an employee who retires prior to his or her normal retirement date under the provisions of this section shall be the benefit determined in accordance with section 6.01(e)~~an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service,~~ multiplied by the actuarially-equivalent reduction factor to take into account the participant's younger age at retirement and the earlier commencement of retirement income payments. Effective October 1, 2004, the early retirement reduction factor shall be three percent (3%) per year for each year by which the employee's age at early retirement precedes his or her normal retirement age as provided in Section 6.01(b).

**Section 6.** Article I, Section 6.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Benefits other than on Retirement", is proposed to be amended as follows:

Section 6.04 Benefits other than on Retirement

- (a) Benefit on Termination of Service.

- (1) Deferred Payment of Benefits - In the event of the termination of a participant's service prior to his or her normal retirement date for any reason other than his or her death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he or she has completed ten (10) years of credited service (hereinafter referred to as a "terminated participant"), he or she will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence either
  - a. on his or her normal retirement date (if he or she shall then be living) in an amount equal to the benefit determined in accordance with section 6.01(e)~~3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service~~ or
  - b. upon attaining age 50 years or more, in an amount computed as described in section (a) to be actuarially reduced to take into account the Police Officer's younger age and earlier commencement of retirement income payment.

**Section 7.** Article I, Section 6.11 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Voluntary Supplemental Benefit", is proposed to be amended as follows:

Section 6.11 Voluntary Supplemental Benefit

- (A) A Participant may, prior to the effective date of this Ordinance, elect to purchase permissive service credit in the form of an increase to his or her retirement benefit by an amount no greater than 5% of his or her final monthly compensation (also referred to herein as "Voluntary Supplemental Benefit") under the following conditions:
  - (1) The Participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level purchased hereunder. As part of the application for the purchase of such higher benefit level, the Participant shall elect either (i) to contribute to the Retirement Plan the cost of such purchased higher benefit level, which contribution may include, in whole or part, the diversion of payments due to the Participant from the Deferred Retirement Option Plan (DROP), or (ii) to have all or a portion of the contributions for the cost of said higher benefit level picked up by the City. If the Participant elects to have contributions picked up by the City, the Participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such

higher benefit level. With respect to any Participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing a higher benefit level hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the Participant. Any payroll deduction authorizations in effect for the purchase of such higher benefit level as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these Participants. If the cost of the purchased higher benefit level is not paid in full prior to the termination of the Participant's employment (or by the conclusion of participation in the DROP, if the Participant elected to divert payments from the DROP), then the balance due to the Retirement Plan for the purchased higher benefit level shall be picked up by the City from any payment due to the Participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the Participant's employment (or participation in the DROP) and the City pick-up of any remaining contribution due from the Participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of the higher benefit level, then, at the Participant's option, the Retirement Plan shall reduce the amount of higher benefit level purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the Participant may elect to make an after-tax lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the Participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the Participant prior to the date that the Participant's first monthly pension benefit payment is due, or if the Participant elected to divert payments from the DROP, then within 30 days of the conclusion of participation in the DROP. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions and diversions from the Participant's DROP account, the plan will accept inter-plan transfers ("rollovers") as provided in Section 3.04(f) to fund the purchase of the permissive service credit in the form of a higher benefit level provided herein. The higher benefit level purchase shall not be recognized or credited by the Pension Plan until the Participant has completed ten (10) years of credited

service. If the Participant terminates employment before completing ten (10) years of service, all contributions made by the Participant for a higher benefit level shall be refunded to the Participant.

- (2) The election to purchase permissive service credit in the form of a higher benefit level is completely voluntary. The amount of higher benefit level purchased shall be a whole percent of final monthly compensation no less than 1% of final monthly compensation and no greater than 5% of final monthly compensation. The Voluntary Supplemental Benefit purchase shall not be limited by the purchase of additional permissive service credit or purchase of a higher benefit level under Section 3.04.
- (3) The Voluntary Supplemental Benefit shall be paid monthly at retirement.
- (4) If a Participant who purchases a higher benefit level retires under the early retirement provisions of Section 6.02, his or her Voluntary Supplemental Benefit shall be reduced in accordance with Section 6.02 (b) (3).
- (5) If a Participant who has completed the purchase of a higher benefit level retires under the disability provisions of Section 6.03, the higher benefit level shall count as part of the accrued benefit and shall increase the benefit paid to the Participant only to the extent that the accrued benefit (including the purchased supplemental benefit) is greater than 60% of the Participant's final monthly compensation.
- (6) If a Participant who has completed the purchase of a higher benefit level elects an Optional Form of Retirement Benefit under Section 6.06, the Voluntary Supplemental Benefit shall be reduced in a manner consistent with the Retirement Benefit paid to the Participant.
- (7) The Voluntary Supplemental Benefit shall increase with Cost of Living Adjustments in a manner consistent with the Retirement Benefit paid to the Participant.
- (8) A Participant who purchases a higher benefit level shall make the following series of elections with regard to these actions:
  - (i) The Participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
  - (ii) If installment payments are elected by the Participant, the Participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City or execute a binding irrevocable authorization for diversion of DROP account credits.

(9) Notwithstanding any other provision of this section 6.11, the purchase of a voluntary supplemental benefit under this section 6.11 shall not be available to any Participant who has not purchased or entered into an agreement to purchase such service credit prior to the effective date of this Ordinance.

**Section 8.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 9.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 10.** 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 \_\_\_\_\_, 2013.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**(CITY SEAL)**

\_\_\_\_\_

**MAYOR**

**APPROVED AS TO FORM**



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**DARCEE S. SIEGEL  
CITY ATTORNEY**

**Sponsored by:**

**ORDINANCE NO. 2013-20**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENTAL BENEFIT; 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**, the City of North Miami Beach has established and maintains a Retirement Plan for Police Officers of the City of North Miami Beach (“Retirement Plan”); and

**WHEREAS**, City police officers participate in the Retirement Plan and are in the bargaining unit represented by the International Association of Police Associations, Local 6005, AFL-CIO (“IUPA”); and

**WHEREAS**, the City and IUPA engaged in collective bargaining negotiations for more than one year in an effort to negotiate an agreement to succeed the 2009-2011 collective bargaining agreement; and

**WHEREAS**, one of the main issues in collective bargaining involved the City’s proposal to reform the Retirement Plan, which as of October 1, 2012 had unfunded liabilities of more than \$49 million, and an annual required City contribution of more than \$6.4 million (110% of payroll); and

**WHEREAS**, the City and IUPA were unable to reach a negotiated agreement, and an impasse was declared in February 2013; and

**WHEREAS**, in accordance with Section 447.403, Florida Statutes, a Special Magistrate was appointed by the Florida Public Employees Relations Commission to conduct a hearing at which both parties presented evidence and argument in support of their positions, and following the hearing issued a report and recommendations on the disputed issues; and

**WHEREAS**, the Special Magistrate issued a report on July 5, 2013, recommending in favor of the City's pension proposal, and finding that "the changes to the pension plans proposed by the City are reasonable and necessary as they will help reduce the ever growing pension payments and create a path toward a more sustainable and yet still generous benefit for City employees"; and

**WHEREAS**, on September 17, 2013, the Mayor and City Council of the City of North Miami Beach took final action pursuant to Section 447.403, Florida Statutes, to resolve the impasse in collective bargaining negotiations between the City and IUPA, and determined that the City's pension reform proposal as recommended by the Special Magistrate should be implemented; and

**WHEREAS**, in order to implement the changes contained in the City's pension reform proposal, it is necessary to amend the Retirement Plan; and

**WHEREAS**, the City has obtained an actuarial impact statement concerning the changes, which reflects cost savings to the City and no detrimental financial impact on the City's Plan; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach believe that it is their responsibility and obligation to amend the Retirement Plan in order to continue a viable pension for its general employees.

**NOW, THEREFORE,**

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

**Section 1.** Article I, Section 1.05 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Amendment of Plan”, is proposed to be amended as follows:

**Section 1.05                    AMENDMENT OF PLAN**

(a) ~~Ordinance~~Resolution of City – The Plan may be amended by the City from time to time in any respect whatever, by ~~ordinance~~resolution of the City Council of North Miami Beach, specifying such amendment, subject only to the applicable requirements of federal and state law. ~~following limitations: A report and recommendation from the City Manager and the actuary and/or any other pension board consultant may be considered before the Plan is amended by the City Council.~~

~~(1) Approval of Participants – Approval of 60% of the active members shall be required before the Plan may be amended by the City Council.~~

~~(A) Such consent shall not be required if such amendment pertains to the actuarial soundness of the Plan as determined by the actuary employed by the City Council in accordance with Section 5.06 or if such amendment shall be necessary to comply with any laws or regulations of the United States or of any State to qualify this as a tax exempt plan and trust.~~

~~(2) Report and Recommendation from the City Manager and the actuary and/or any other pension board consultant shall be required before the Plan may be amended by the City Council.~~

\* \* \*

**Section 2.** Article II, Definitions, definition of “Basic Compensation for Police Officers”, is proposed to be amended as follows:

**ARTICLE II    DEFINITIONS**

\* \* \*

Basic Compensation for Police Officers means, as per the State Statute, the total cash remuneration paid to a police officer for services rendered and shall include any elective deferral

(as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 6.08(C) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code. Effective on and after January 1, 2014, basic compensation for police officers shall exclude all overtime payments.

\* \* \*

**Section 3.** Article III, Section 3.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Credited Service”, is proposed to be amended as follows:

Section 3.04 Credited Service

- (a) Defined - The credited service of each employee or participant will be the total period of his or her service as defined in Section 3.02 (Service) computed in completed calendar months, from the date of employment until the first day of the month coincident with or next following his or her date of actual retirement or termination of employment. (See Section 6.04(a)(5)(C)). For police officer participants who served in more than one of the city’s employment classifications prior to January 1, 1990, (when this separate police officers’ and firefighters’ retirement plan was established) and earned or were eligible to earn service under the citywide Retirement Plan for Employees of the City of North Miami Beach then in effect, credited service for purposes of this Retirement Plan for Police Officers & Firefighters shall include all continuous service in all employment classifications in which the employee served while covered by the former citywide Retirement Plan for Employees. Such police officer participants shall not receive or be entitled to any benefits from the former citywide Retirement Plan.
- (b) Exclusion From Credited Service - The period of any absence of 31 days or more will be excluded from an employee's or participant's credited service unless he or she receives regular compensation from the City during such absence and except or otherwise provided below. Any absence of 30 days or less will be included in the employee's credited service.
- (c) Military Service.
  - (1) First Five Years of Absence - The first 5 years of any absence due to the employee's or participant's engagement in military service will be included in his or her credited service, if:

- (a) The police officer is in the active employ of the municipality prior to such service and leaves a position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States.
  - (b) The police officer is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act.
  - (c) The police officer returns to his or her employment as a police officer of the municipality within 1 year from the date of his or her release from such active service.
  
- (2) Absence Prior to Effective Date of Plan - An employee or a participant who was absent prior to the effective date of the plan because of his or her engagement in military service will be credited for the full period of such absence, if such absence was covered by a leave of absence granted by the City or was by reason of compulsory military service, provided such period would otherwise have been included as credited service if the employee or participant had been in the active service of the City.
  
- (3) No employee contributions shall be required with regard to credited service for military service provided in this section.
  
- (d) Employees Excluded From Participation Under Prior Plan - For any employee who was excluded from participation as a result of being at least age 60 on his or her date of employment and who became eligible to participate when that provision was eliminated, credited service will be the period of service from the date participant contributions begin until the date of actual retirement or termination of employment.
  
- (e) Purchase of Credited Service for Prior Military or Law Enforcement Services - For a participant who has completed ten years of credited service and purchases or agrees to purchase through payroll deduction credited service for prior military or law enforcement service prior to January 1, 2014, the years or fractional parts of years that such a participant served full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or performed law enforcement service prior to the participant's first or initial employment with the City, shall be added to the participant's years of credited service under the following terms and conditions:
  - (1) The participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. As part of the application for the purchase of such credited service, the participant shall elect either to contribute to the Retirement Plan the cost of such purchased credited service or to have all or a portion of the contributions for the cost of said purchased credited service picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to

make payment directly to the Retirement Plan for such purchased credited service. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing credited service hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such credited service as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased service credits is not paid in full prior to the termination of the participant's employment, then the balance due to the Retirement Plan for the purchased credited service shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of credited service, then, at the participant's option, the Retirement Plan shall reduce the amount of service purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due. The service purchase shall not be recognized or credited by the Pension Plan until the participant has completed ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for prior military or law enforcement service shall be refunded to the participant.

- (2) For purchase of military service, the participant did not receive a dishonorable discharge from such service from the Armed Forces.
- (3) The participant did not receive credited service for the time spent in the Armed Forces or other law enforcement service from any other governmental or military retirement or pension system.

- (4) The maximum credit which may be purchased by a participant for any prior military service in the Armed Forces of the United States or other law enforcement service under this section shall be four years.
- (5) If, upon adoption of this Ordinance, a participant has previously agreed to purchase credited service but has not yet made full payment for that credited service, then the participant may elect City pick-up of the contribution remaining due to the Retirement Plan pursuant to the procedures and provisions set forth in section 1, above. The irrevocable payroll deduction authorization form electing such City pick-up must be signed within three months after the adoption of this ordinance.
- (6) A participant who purchases service credits shall make the following series of elections with regard to these actions:
  - (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment (“down payment”) followed by installments;
  - (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.
- (7) Notwithstanding any other provision of this subsection (e), the purchase of credited service for prior military or law enforcement service shall not be available to any participant who has not purchased or agreed to purchase such credited service through payroll deduction prior to January 1, 2014.
- (f) Inter-Plan Transfers. On or after April 1, 2003, in addition to direct payment methods available as determined by the Retirement Committee, and all other allowable payment provisions established herein, the plan will accept permissible member requested transfer of funds from other retirement or pension plans, member rollover cash contributions and/or direct cash rollovers of distributions to fund the purchase of Credited Service under this section, or to fund any other allowable contributions provided by plan provisions, as follows:
  - (A) Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans – The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in Section 401(a) or 403(a) of the Code, from an annuity contract described in Section 403(b) of the Code, or from an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.



- (B) Member Rollover Contributions from IRAs – The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.
- (C) All purchases must be made and fully funded prior to retirement.
- (g) Purchase of Permissive Service Credit
  - (1) In lieu of the purchase of credited service for prior military or law enforcement services, as provided above, a participant may, prior to January 1, 2014, purchase permissive service credit comprised of eligibility for earlier retirement combined with higher benefit level for the participant’s credited service which is the actuarial equivalent of up to 4 years of additional credited service under the following terms and conditions:
    - a. The participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level combined with eligibility for earlier retirement (the benefit) purchased hereunder. As part of the application for the purchase of this type of permissive service credit, the participant shall elect either to contribute to the Retirement Plan the cost of such purchased permissive service credit or to have all or a portion of the contributions for the cost of said purchased permissive service credit picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these participant contributions, the employee shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such purchased benefit. With respect to any participant’s contributions, which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. Participant contributions made pursuant to such City pick-up shall be designated and considered as employee contributions, even though they are being paid by the city in lieu of the contributions paid directly by the participant. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. Should, after termination of the participant’s employment a balance still remain due for the purchase of the benefit provided hereunder, at the participant’s option, the Retirement Plan shall reduce the amount of such permissive service credit to conform with the amount of contributions therefore picked up by the City and paid to Retirement Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant’s first monthly pension benefit payment is due. The permissive

service credit purchase shall not be recognized or credited by the Pension Plan until the participant has entered the DROP, retired, or terminated from employment with at least ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for the permissive service credit provided hereunder shall be refunded to the participant.

b. For each month's equivalent of higher benefit level purchased hereunder, the participant's multiplier for the final year of credited service will be increased by (0.25%) one-quarter of one percent.

c. Years and months of earlier retirement eligibility purchased under this section will be treated as credited service for the purpose of determining eligibility for normal retirement, under section 6.01(b), early retirement, under section 6.02(a), or entry into DROP, under section 6.01A(e).

d. The maximum combined credit or equivalent credit which may be purchased by a participant for any prior military service in the Armed Forces of the United States, other law enforcement service or high multiplier benefit under this section shall be four years.

e. A participant who purchases the higher multiplier benefit provided hereunder shall make the following series of elections with regard to these actions:

- (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
- (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.

f. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions, the plan will accept inter-plan transfers ("rollovers") as provided in §3.04(f) to fund the purchase of the permissive service credit comprised of a higher benefit level and eligibility for earlier retirement provided herein.

(2) Notwithstanding any other provision of this subsection (f), the purchase of permissive service credit shall not be available to any participant who has not purchased or agreed to purchase such service credit through payroll deduction prior to January 1, 2014.

(h) Purchase of Credited Service for Family Medical Leave.

For a participant who was absent due to family medical leave (FMLA) for thirty-one (31) days or more, the months or fractional parts of months that such participant was absent in excess of thirty (30) days (the first thirty (30) days being included in the participant's credited service pursuant to Section 3.04(b) above) shall be added to the participant's months of credited service provided that the participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. The participant, as part of the application for the purchase of family medical leave credited service, shall elect to purchase the family medical leave service credit either:

- (1) In the manner set forth in subsection (e)(1), above (i.e. lump sum contribution or employer pick-up); or
- (2) Inter-plan transfer as set forth in subsection (f), above.

**Section 4.** Article VI, Section 6.01 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Normal Retirement", is proposed to be amended as follows:

**Section 6.01 NORMAL RETIREMENT**

(a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.

(b) Normal Retirement Date

(1) Firefighters – [No change]

(2) Police Officers - The normal retirement date for each police officer who retires or enters the DROP prior to January 1, 2014, or who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service, will be the first day of the month coincident with or next following the earlier of the completion of 20 years of credited service or attainment of age 52. The normal retirement date for police officers who are employed and not participating in the DROP on January 1, 2014, and who have not attained age 52 or completed 20 years of credited service on that date, shall be age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service. However, a police officer may continue in the service of the City beyond his or her normal retirement date and retire as of the first day of any month beyond his or her normal retirement date which is coincident with or next following his or her actual termination of service. Police officers who are employed and not participating in the DROP on January 1, 2014, and who have not attained age 52 or completed 20 years of credited service on that date, may retire upon termination of

employment after attaining age 52 or completing 20 years of credited service, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to January 1, 2014. Such police officers shall be eligible to receive the benefit based on their credited service on and after January 1, 2014 upon attaining age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service, and termination of employment.

(c) Cost of Living Adjustments

Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income payable hereunder to each police participant who retired under Section 6.01 hereof on or after December 30, 1988, and who as of that October 1st has been retired for three or more years, or who retired under the Early Retirement Incentive set forth in Section 6.01(f), or to any such participant's surviving beneficiary, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002. Notwithstanding the preceding sentence, there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service on or after January 1, 2014; provided, any police officer who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.5% commencing on October 1 three years following retirement. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service on or after January 1, 2014, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

(d) Firefighter Supplemental Retirement Benefit. [No change]

(e) Amount of Retirement Income

(1) Firefighters [No change]

(2) Police Officers – ~~For credited service beginning Retroactively effective December 30, 1988 through December 31, 2013, to a police officer who retires on or after normal retirement date:~~ the monthly amount of retirement income payable to each participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service. For credited service on and after January 1, 2014, the monthly amount of retirement income payable to each participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 2% (.0200) of his or her final monthly compensation multiplied by his or her years of credited service on and after January 1, 2014; provided, the monthly amount of retirement income payable to each participating police officer who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service on and after December 30, 1988.

(f) Payment of Retirement Income – [No change]

(f) ~~Early Retirement Incentives~~

~~Notwithstanding the provisions of subsection 6.01(d) above, those police officer participants who, as of March 31, 1996, are eligible for regular retirement under Section 6.01 hereof, and those participants who lack 36 or fewer months of service or age in order to be eligible for normal retirement pursuant to Section 6.01 shall be permitted to retire on or before January 1, 1997, on a date designated by the City Manager, and upon retirement shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

<del>Less than 10 years</del>	<del>4.22%</del>
<del>10 but less than 20 years</del>	<del>3.76%</del>
<del>20 but less than 21 years</del>	<del>3.53%</del>
<del>21 but less than 22 years</del>	<del>3.51%</del>
<del>22 but less than 23 years</del>	<del>3.49%</del>
<del>23 but less than 24 years</del>	<del>3.47%</del>
<del>24 but less than 25 years</del>	<del>3.46%</del>
<del>25 but less than 26 years</del>	<del>3.45%</del>
<del>26 but less than 27 years</del>	<del>3.44%</del>
<del>27 but less than 28 years</del>	<del>3.42%</del>
<del>28 but less than 29 years</del>	<del>3.41%</del>
<del>29 but less than 30 years</del>	<del>3.40%</del>

~~rather than the 3 percent provided by subsection (d) above, under the terms and conditions set forth below.~~

~~The first payment to participants retiring hereunder on or before October 4, 1995 will be made on the participant's retirement date. For participants retiring after October 4, 1995, the first payment shall be made in accordance with Section 6.01(e).~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for the twelve (12) month period immediately preceding the participant's retirement date.~~

~~Terms and conditions for Early Retirement Incentive.~~

- ~~(1) The application for retirement must be received by the Retirement Plan no later than 5:00 p.m. on September 27, 1996, unless extended by the City Manager;~~
- ~~(2) As a condition of receiving a pension at the rates set forth above, the~~

~~participant shall make an irrevocable application to the Retirement Plan for normal retirement on a date designated by the City Manager which must be before January 1, 1997 and shall retire on the date so designated unless the retirement date is extended by the mutual agreement of the participant, the Retirement Committee and the City Manager;~~

- ~~(3) Any accrued leave remaining due to a participant as of his or her designated retirement date, with a limit of 320 hours of annual leave, and otherwise pursuant to the Contract provisions relevant to each applicant, shall be paid to the participant in three (3) equal annual installment payments, without interest, commencing after the participant's designated retirement date, with the remaining two (2) installment payments to be made in January, 1997 and January, 1998, for participants retiring before April 1, 1996, and in January, 1998 and January 1999, for participants retiring after April 1, 1996 pursuant to this section.~~
  
- ~~(4) Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, may purchase credits for military or other government law enforcement service. The years or fractional parts of years that such a participant served full time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or other government law enforcement service, prior to the participant's first or initial employment with the City shall be added to the participant's years of credited service only for participants who retire under the Early Retirement Incentive, provided that:
  - ~~(i) The participant did not receive a dishonorable discharge from the Armed Forces.~~
  - ~~(ii) The participant did not receive credited service for the time spent in the Armed Forces or other government law enforcement service from any other private, governmental or military retirement or pension system.~~
  - ~~(iii) The participant contributes to the Retirement Plan the full actuarial cost of all military or other law enforcement service credits purchased.~~
  - ~~(iv) The purchase of credited military or other law enforcement service under this subsection by a participant shall be paid in full prior to the participant's retirement date or, at the participant's~~~~

~~option, in three equal annual installment payments, without interest, commencing on the participant's designated retirement date, with the remaining two installments payable on the first and second anniversary dates of the participant's designated retirement date, and in accordance with all terms, rules, procedures or regulations established by the Retirement Committee.~~

~~(v) The maximum credit which may be purchased by a participant for any military service in the Armed Forces of the United States or other government law enforcement service under this section shall be four years.~~

~~(5) Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, but are not eligible to purchase credits for military or other law enforcement service under paragraph (4) above, may retire under the Early Retirement Incentive set forth above except they shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

<del>but less than 17 1/2 years</del>	<del>4.05%</del>
<del>but less than 23 years</del>	<del>3.98%</del>

~~provided that the participant contributes to the Retirement Plan the full actuarial cost of the higher benefit rate which contribution is made under the same terms and conditions as the purchase of military or other law enforcement service set forth in paragraph (4)(iv) above.~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for the twelve (12) month period immediately preceding the participant's retirement date.~~

~~(6) Non-bargaining unit employees who retire under the Early Retirement Incentive set forth in subsection (f) and thereafter are re-employed by the City shall not accrue additional credited service hereunder, shall not be eligible for disability or pre-retirement death benefits and shall not make contributions to the Plan; however, their service pension paid pursuant to the Early Retirement Incentive shall not be suspended or interrupted due to such re-employment.~~

(fg) Notwithstanding any of the foregoing, distributions under the Plan shall commence not later than the "required beginning date", in accordance with IRC Section 401(a)(9).

(gh) Benefit Alternate Computation - Deferred Retirement Option Plan for Firefighters (BAC-DROP) – [No change]

**Section 4.** Article I, Section 6.01A of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Deferred Retirement Option Program (DROP)”, is proposed to be amended as follows:

Section 6.01A DEFERRED RETIREMENT OPTION PROGRAM (DROP)

(a) [No change]

(b) [No change]

(c) [No change]

(d) [No change]

(e) A police officer who has attained age 52 or completed 20 years of credited service prior to January 1, 2014 is eligible to enter the DROP upon attaining twenty (20) years of service, or upon reaching age fifty-two (52) with the completion of 15 years of service. Years of service may be acquired by actual eligible credited service to the City, by the purchase of credited service for prior military or law enforcement service (§304(e)(1)), by the purchase of permissive service credit (§304(g)) or any allowable combination thereof. The DROP shall be closed to new participants on January 1, 2014, and any police officer who has not attained age 52 or completed 20 years of credited service prior to January 1, 2014 shall not thereafter be eligible to participate in the DROP.

(f) [No change]

(g) [No change]

(h) [No change]

(i) [No change]

(j) [No change]

(k) [No change]

(l) [No change]



- (m) [No change]
- (n) [No change]
- (o) [No change]
- (p) [No change]
- (q) [No change]
- (r) [No change]
- (s) [No change]

**Section 5.** Article I, Section 6.02 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 Early Retirement and Retirement Income

- (a) [No Change]
- (b) Payment Governed By - In the event of early retirement, payment of retirement income will be governed by the following provisions:
  - (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his or her normal retirement date.
  - (2) Cost of Living Adjustments - Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income
    - (i) payable hereunder to each police participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least twenty years of credited service, who has attained age 52, and who, as of that October 1st has been retired for three or more years, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002, or
    - (ii) payable to the surviving beneficiary of a participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least 20 years of credited service and who died before reaching age 52, shall be increased by two

and one-quarter percent and commencing October 1, 2002, by 2.5%, on the October 1st after the participant, had she or he or she survived, would have attained age 52 and would have been retired for three or more years and on the 1st day of each October thereafter.

(iii) Notwithstanding any other provision of this subsection (b)(2), there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service on or after January 1, 2014. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service after January 1, 2014, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

- (3) Amount of Retirement Income - The monthly amount of retirement income payable to an employee who retires prior to his or her normal retirement date under the provisions of this section shall be the benefit determined in accordance with section 6.01(e)~~an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service,~~ multiplied by the actuarially-equivalent reduction factor to take into account the participant's younger age at retirement and the earlier commencement of retirement income payments. Effective October 1, 2004, the early retirement reduction factor shall be three percent (3%) per year for each year by which the employee's age at early retirement precedes his or her normal retirement age as provided in Section 6.01(b).

**Section 6.** Article I, Section 6.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Benefits other than on Retirement", is proposed to be amended as follows:

Section 6.04 Benefits other than on Retirement

(a) Benefit on Termination of Service.

- (1) Deferred Payment of Benefits - In the event of the termination of a participant's service prior to his or her normal retirement date for any reason other than his or her death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he or she has completed ten (10) years of credited service (hereinafter referred to as a "terminated participant"), he or she will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence either

a. on his or her normal retirement date (if he or she shall then be living) in an

amount equal to ~~the benefit determined in accordance with section 6.01(e)3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service or~~

- b. upon attaining age 50 years or more, in an amount computed as described in section (a) to be actuarially reduced to take into account the Police Officer's younger age and earlier commencement of retirement income payment.

**Section 7.** Article I, Section 6.11 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Voluntary Supplemental Benefit", is proposed to be amended as follows:

Section 6.11 Voluntary Supplemental Benefit

- (A) A participant may, prior to January 1, 2014, elect to purchase permissive service credit in the form of an increase to his or her retirement benefit by an amount no greater than 5% of his or her final monthly compensation (also referred to herein as "Voluntary Supplemental Benefit") under the following conditions:
  - (1) The participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level purchased hereunder. As part of the application for the purchase of such higher benefit level, the participant shall elect either (i) to contribute to the Retirement Plan the cost of such purchased higher benefit level, which contribution may include, in whole or part, the diversion of payments due to the participant from the Deferred Retirement Option Plan (DROP), or (ii) to have all or a portion of the contributions for the cost of said higher benefit level picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such higher benefit level. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing a higher benefit level hereunder shall be designated and considered as employee contributions, even

though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such higher benefit level as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased higher benefit level is not paid in full prior to the termination of the participant's employment (or by the conclusion of participation in the DROP, if the participant elected to divert payments from the DROP), then the balance due to the Retirement Plan for the purchased higher benefit level shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment (or participation in the DROP) and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of the higher benefit level, then, at the participant's option, the Retirement Plan shall reduce the amount of higher benefit level purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the participant may elect to make an after-tax lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due, or if the participant elected to divert payments from the DROP, then within 30 days of the conclusion of participation in the DROP. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions and diversions from the participant's DROP account, the plan will accept inter-plan transfers ("rollovers") as provided in Section 3.04(f) to fund the purchase of the permissive service credit in the form of a higher benefit level provided herein. The higher benefit level purchase shall not be recognized or credited by the Pension Plan until the participant has completed ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for a higher benefit level shall be refunded to the participant.

- (2) The election to purchase permissive service credit in the form of a higher benefit level is completely voluntary. The amount of higher benefit level purchased shall be a whole percent of final monthly compensation no less than 1% of final monthly compensation and no greater than 5% of final monthly compensation. The Voluntary Supplemental Benefit purchase shall not be limited by the purchase of additional permissive service credit or purchase of a higher benefit level under Section 3.04.
- (3) The Voluntary Supplemental Benefit shall be paid monthly at retirement.
- (4) If a participant who purchases a higher benefit level retires under the early retirement provisions of Section 6.02, his or her Voluntary Supplemental Benefit shall be reduced in accordance with Section 6.02 (b) (3).
- (5) If a participant who has completed the purchase of a higher benefit level retires under the disability provisions of Section 6.03, the higher benefit level shall count as part of the accrued benefit and shall increase the benefit paid to the participant only to the extent that the accrued benefit (including the purchased supplemental benefit) is greater than 60% of the participant's final monthly compensation.
- (6) If a participant who has completed the purchase of a higher benefit level elects an Optional Form of Retirement Benefit under Section 6.06, the Voluntary Supplemental Benefit shall be reduced in a manner consistent with the Retirement Benefit paid to the participant.
- (7) The Voluntary Supplemental Benefit shall increase with Cost of Living Adjustments in a manner consistent with the Retirement Benefit paid to the participant.
- (8) A participant who purchases a higher benefit level shall make the following series of elections with regard to these actions:
  - (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
  - (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City or execute a binding irrevocable authorization for diversion of DROP account credits.
- (9) Notwithstanding any other provision of this section 6.11, the purchase of a voluntary supplemental benefit under this section 6.11 shall not be available to any participant who has not purchased or entered into an agreement to purchase such service credit prior to January 1, 2014.

**Section 8.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 9.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 10.** 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 11.** This ordinance shall take effect immediately upon adoption.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2013.

**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**

**Note: Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.**



City of North Miami Beach  
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North Miami Beach, FL 33162  
305-947-7581  
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**MEMORANDUM**

**Print**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:** Pamela L. Latimore, City Clerk  
Darcee S. Siegel, City Attorney  
**DATE:** Tuesday, November 19, 2013

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**RE:** Ordinance No. 2013-21 - First Reading By Title Only (City Clerk Pamela L. Latimore)

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**BACKGROUND ANALYSIS:**

The establishment of a fee structure to fund and operate the lobbyist program in the city of North Miami Beach. Implementation will ensure both efficiency and expediency in the processing of registration and renewal for lobbyists. Fee based registration is standard procedure in local government and this measure will bring about parity with neighboring municipalities and others throughout the region.

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY IMPACT:**

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**ATTACHMENTS:**

[Ordinance No. 2013-21](#)

**ORDINANCE NO. 2013-21**

**AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "STRUCTURE OF CITY GOVERNMENT"; AMENDING SECTION 2-78 ENTITLED "LOBBYING" BY ADDING AN ANNUAL REGISTRATION FEE REQUIREMENT; CREATING AN EXEMPTION FROM PAYING THE REGISTRATION FEE; AMENDING THE REPORTING REQUIREMENTS FOR LOBBYISTS; AMENDING THE REGISTRATION FORM FOR LOBBYIST REGISTRATION; PROVIDING FOR EXEMPTIONS TO LOBBYIST REGISTRATION; PROVIDING FOR LOBBYIST REPORTING REQUIREMENTS; PROVIDING FOR LATE REGISTRATION AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and Council of the City of North Miami Beach find that the requirement of registering lobbyists is in the best interest of the citizens of the City; and

**WHEREAS**, while lobbying is subject to extensive and often complex rules, the activity of lobbying has been interpreted by court rulings as free speech and protected by the United States Constitution; and

**WHEREAS**, there are many pros to lobbying activities, such as allowing elected officials to find out about topics that perhaps are not in their area of expertise, and lobbyists can educate and inform and often provide valuable information for elected officials; and

**WHEREAS**, lobbying is about representing people's interests and is part of a practicing democracy; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach find that to preserve and maintain the integrity of the governmental decision-making process, complete public disclosure of the identity and activities of certain persons who engage in support of or against an item before the City Council or city boards, be publicly and regularly disclosed.

**ORDINANCE NO. 2013-21**



**NOW, THEREFORE,**

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

**Section 1.** Section 2-78 of the Code of Ordinances of the City of North Miami Beach, Florida, entitled "Lobbying", is hereby amended as follows:

**§2-78 Lobbying.**

1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Expenditure:* A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal paid or provided directly or indirectly to or for the benefit of any elected official or employee of the City for the purpose of lobbying.

*Lobbyist:* An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any elected official or City Council; (b) any action, decision, recommendation, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

*Person:* Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

*Principal:* The person that has employed or retained the services of a lobbyist.

2. Registration and Reporting Requirements.

All lobbyists shall, before engaging in lobbying activities, register with the City Clerk. Every person required to so register shall:

(a) Register on a form prepared by the City Clerk;

(b) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the City of North Miami Beach; all principals must file a form with the City Clerk, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal; and

(c) Pay the annual registration fee of \$250.00 for each lobbyist, plus an additional fee of \$125.00 for each principal represented for each issue lobbied on behalf of any principal. The Registration Fees required by this section shall be deposited by the City Clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds shall be transferred to the City's general revenue at the end of each fiscal year. The City Council may in its discretion, waive the registration fee in demonstrated instances of financial hardship. Regardless of the date of the initial registration, all lobbyists' registrations shall expire December 31 of each calendar year, and shall be renewed on a calendar year basis.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs. For each separate principal/event/occurrence or representation, an additional disclosure form shall be filed.

3. The Following persons shall be required to register but will be exempt from paying the registration fee:

(a) A person(s) appearing before the Council, committee, or board on behalf of the community's interest, as a volunteer and without compensation, representing the position of a bona fide community organization such as a taxpayers association, a civic or homeowners' association, a public interest group, a chamber of commerce, or a merchants association.

(b) Any non-profit community based organization seeking grant services and/or grant funding from the City.

#### 3.4. Exceptions to Registration.

The following shall not be required to register under this section:

(a) Any public official or city staff discussing matters relevant to their official duties;

(b) Any person (citizen/resident) who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;

(c) Any person who must appear or is requested to appear before the city council, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee of such person;

(d) Any person under contract with the City who communicates with any public official or city staff regarding issues related only to the performance of their services under contract;

(e) Any person who has been designated and is so recognized by the City as a representative of a collective bargaining unit composed of City employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bonafide news media; a person who merely appears before, the Mayor, City Council, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation;

~~(f) Any non-profit community based organization seeking grant services and/or grant funding from the City;~~

~~(g f)~~ Non-bid vendors making initial “sales” presentations to City administration.

4 5. Expenditures prohibited. Except as expressly allowed by state law, all non-nominal expenditures, as defined herein, are prohibited.

5 6. Reporting Requirements.

A lobbyist shall annually submit to the city clerk’s office a signed statement under oath listing all lobbying expenditures and the sources from which funds for making lobbying expenditures have come. The lobbying expenditures shall include the lobbyist’s own personal expenses for lodging, meals, travel, salary, and office expenses. Such statement of expenditures, entitled “ Annual Expenditures Report” shall be due on February 1<sup>st</sup> of each year. Such statement shall be rendered on the form provided by the city clerk’s office and shall be open for public inspection. Such statement shall be filed by February 1st of each year, even if there have been no expenditures during the preceding calendar year.

The City Clerk shall keep a current list and a file of registered lobbyists and registration forms required under this section, which shall be open to the public for inspection. These forms and filings shall be available through the City’s website.

6 7. Notification of Failure to Register.

Once the Office of the City Clerk has been notified of a failure to comply with registration requirements, he may administratively collect a \$100.00 late registration fee and register the lobbyist. If any further action is deemed necessary, as determined by the Mayor and Council, they may set additional fines, reprimand, suspend or prohibit the lobbyist from lobbying before the City Council, a city board, a city committee, or members thereof, for a period not to exceed two (2) years. The City Clerk shall submit a report to the City Council as to those lobbyists who have failed to comply with the registration requirements and/or the annual filing requirements.

7 8. Lobbyists shall comply with all County, State, and Federal laws.

~~8. This ordinance and the rules and procedures established herein shall be reviewed by the City Council after being in effect for one year.~~

**Section 2.** All ordinances or parts of ordinances in conflict herein are hereby repealed.

**Section 3.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**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 on January 1, 2014.

**APPROVED BY TITLE ONLY on this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**APPROVED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**ATTEST:**

**PAMELA L. LATIMORE**  
**CITY CLERK**

**(CITY SEAL)**

**GEORGE VALLEJO**  
**MAYOR**

**APPROVED AS TO FORM**

**DARCEE S. SIEGEL**  
**CITY ATTORNEY**

**Sponsored by: Mayor & Council**