



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Tuesday, February 4, 2014
7:30 PM

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

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

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - Reverend Dr. Marta Burke, Fulford United Methodist Church**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
 - 5.1 **Proclamation to Sonya Thomas –Acknowledging her work in Highland Village Community**
 - 5.2 **Resolution of Condolences to family of former NMB Mayor Majorie McDonald**
 - 5.3 **NMB Sun Devils trophy presentation to Mayor and Council**
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 Resolution No. R2014-4 (Acting Director of Public Services, Barbara Trink)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING STATE REVOLVING FUND LOAN AGREEMENT DW130130 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE AUTOMATED METER READING PROJECT TO EXTEND THE TERM OF COMPLETION FOR THE CONSTRUCTION AND TO EXTEND THE REPAYMENT SCHEDULE; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 4, AND PROVIDING FOR AN EFFECTIVE DATE.

8.2 Resolution R2014-2 (Acting Director of Public Services, Barbara Trink)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING STATE REVOLVING FUND LOAN AGREEMENT WW745080 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE THE LOAN AMOUNT OF THE MAJOR SEWER REHABILITATION PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE LOAN; AND PROVIDING FOR AN EFFECTIVE DATE.

8.3 Resolution No.R2014-3 (Acting Director of Public Services, Barbara Trink)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE PREVIOUSLY EXECUTED STATE REVOLVING FUND LOAN AGREEMENT WW745081 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE THE LOAN AMOUNT FOR THE PUMP STATION IMPROVEMENT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE LOAN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

8.4 Resolution No. R2014-5 (Chief Procurement Officer Brian O'Connor)

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 PEDAL VALVES, INC. IN THE AMOUNT OF \$12,008,612.63, FOR THE INSTALLATION OF THE AUTOMATED METER

READING SYSTEM.

8.5 Resolution No. R2014-7 (City Attorney, Darcee S. Siegel)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, NAMING THE MEDIANS AT N.E. 13TH AVENUE LOCATED BETWEEN 151ST THROUGH 159TH STREETS IN NORTH MIAMI BEACH, AS THE "PHILIPPE DEROSE INTERNATIONAL FLOWERING TREE GARDEN".

8.6 Regular Meeting Minutes of January 21st, 2014 (City Clerk Pamela L. Latimore)

9. CITY MANAGER'S REPORT

9.1 Love-In the Caribbean Update

9.2 Heart Walk Update

9.3 Financial Report - 1st Quarter

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

Litigation List.

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. BUSINESS TAX RECEIPTS - *None*

14. DISCUSSION ITEMS - *None*

15. LEGISLATION

15.1 Ordinance No. 2014-1 (Second and Final Reading)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XII, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING SECTION 12-2.2 ENTITLED "PERMITTED DAYS AND HOURS OF SALE - SUNDAY RESTRICTIONS; HOTELS AND NIGHTCLUBS" BY REQUIRING THAT ANY ESTABLISHMENT REQUESTING A 4:00 A.M. TO 6:00 A.M. LICENSE SHALL FIRST OBTAIN A 2:00 A.M. TO 4:00 A.M. EXTENDED LICENSE FOR A MINIMUM OF SIX (6) MONTHS PRIOR TO ANY CONSIDERATION OF THE 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING

18. ADJOURNMENT



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

MEMORANDUM

Print

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Barbara Trinka, Acting Director of Public Services
Jeff An, Assistant Director of Public Services

DATE: Tuesday, February 4, 2014

RE: Resolution No. R2014-4 (Acting Director of Public Services,
Barbara Trinka)

BACKGROUND ANALYSIS:

On December 7, 2010, the Mayor and City Council authorized the City Manager to apply for and enter into State Revolving Fund (SRF) Loan Agreement DW130130 with the Florida Department of Environmental Protection for the Automated Meter Reading (AMR) Project. The City entered into the Loan Agreement on June 20, 2011 in the amount of \$2,434,815.00 to fund the first phase of the AMR Project.

On December 6, 2011, the Mayor and City Council authorized the execution of Amendment 1 to Loan Agreement DW130130 to enlarge the Loan amount by \$3,849,697.00 for a total of \$6,284,512.00; establish a new interest rate for additional financing; recalculate the loan service fee; and revise the semiannual loan payment amount.

On March 6, 2012, the Mayor and City Council authorized the execution of Amendment 2 to Loan Agreement DW130130 to increase the loan amount by an additional \$4,253,990.00 totaling \$10,538,502.00, to fund the second phase of the AMR Project; establish a new interest rate for the additional financing; recalculate the loan service fee; and revise the semiannual loan payment amount.

On February 18, 2013, Amendment 3 to Loan Agreement DW130130 was entered into to provide additional time to complete construction activities; reset the project's completion

date to April 15, 2014; revise provision pertaining to the Davis-Bacon Act's prevailing wage requirements; revise the project schedule and reschedule the first semiannual loan payment of \$349,944.00 to October 15, 2014.

RECOMMENDATION:

We are respectfully requesting your approval to authorize the City Manager to execute Amendment 4 to Loan Agreement DW130130 for the AMR Project, to provide up to April 15, 2015 for completion of construction activities; establish the loan debt service account and begin monthly loan deposits no later than April 15, 2015; and reschedule payment of the first semiannual loan payment of \$349,944.00 to October 15, 2015.

**FISCAL/BUDGETARY
IMPACT:**

None.

ATTACHMENTS:

- ☐ [Resolution No. R2014-4](#)
- ☐ [SRF Loan DW130130 Amendment 4](#)

RESOLUTION NO. R2014-4

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING STATE REVOLVING FUND LOAN AGREEMENT DW130130 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE AUTOMATED METER READING PROJECT TO EXTEND THE TERM OF COMPLETION FOR THE CONSTRUCTION AND TO EXTEND THE REPAYMENT SCHEDULE; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 4, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 2010 the Mayor and City Council approved Resolution R2010-79 authorizing the City Manager to apply for and enter into State Revolving Fund Loan Agreement DW130130 with the Florida Department of Environmental Protection in the amount of \$2,434,815.00 to fund the first phase of the Automated Meter Reading (“AMR”) Project to convert approximately 10,000 of the existing 34,000 meters to an automated system; and

WHEREAS, on June 20, 2011 the City entered into Loan Agreement DW130130 for a Loan in the amount of \$2,434,815.00; and

WHEREAS, on December 6, 2011 the Mayor and City Council approved Resolution R2011-64 authorizing execution of Amendment 1 to Loan Agreement DW130130 to enlarge the Loan amount by \$3,849,697.00 to a total Loan amount of \$6,284,512.00; establish a new interest rate for the additional financing; recalculate the Loan Service Fee, and revise the Semiannual Loan Payment amount; and

WHEREAS, on March 6, 2012 the Mayor and City Council approved Resolution R2012-21 authorizing execution of Amendment 2 to Loan Agreement DW130130, to increase the Loan amount by \$4,253,990.00 for a total Loan amount of \$10,538,502.00 to fund the second phase of

RESOLUTION NO. R2014-4

the AMR Project; establish a new interest rate for the additional financing; recalculate the Loan Service Fee and revise the Semiannual Loan Payment amount; and

WHEREAS, Amendment 3 to Loan Agreement DW130130 was entered into on February 18, 2013 to provide additional time to complete construction activities, reset the Project's completion date to April 15, 2014; revise provisions pertaining to the Davis-Bacon Act's prevailing wage requirements; revise the Project schedule and reschedule the first Semiannual Loan Payment of \$349,944.00 to October 15, 2014; and

WHEREAS, the City has determined to enter into Amendment 4 to Loan Agreement DW130130, attached hereto as Exhibit A, to provide up to April 15, 2015 for completion of construction activities; establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2015; and reschedule payment of the first Semiannual Loan Payment of \$349,944.00 to October 15, 2015.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true, correct, are incorporated into the body of this Resolution and are adopted as Findings of Fact.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida approve the terms, provisions and requirements of Amendment 4 to State Revolving Fund Loan Agreement DW130130.

Section 3. Authority to Enter Into and Carry Out Loan Requirements. The Council hereby authorizes the City Manager to execute State Revolving Fund Loan Agreement DW130130 Amendment 4 on behalf of the Council in accordance with and as required by law.

Section 4. Designation of City Representative. The City Manager is hereby designated as the authorized representative to (a) provide assurances required by Loan Agreement

DW130130 Amendment 4; b) act as the City's representative in carrying out the City's responsibilities under Loan Agreement DW130130 Amendment 4; and (c) delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with Amendment 4 to Loan Agreement DW130130.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of February, 2014.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

**STATE REVOLVING FUND
AMENDMENT 4 TO LOAN AGREEMENT DW130130
CITY OF NORTH MIAMI BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF NORTH MIAMI BEACH, FLORIDA, existing as a local government agency (Project Sponsor) under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW130130, as amended; and

WHEREAS, Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

WHEREAS, changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsections 8.08 (1) and (2) of the Agreement are deleted and replaced as follows:

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on

October 15, 2015 and semiannually thereafter on April 15 and October 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(1) Completion of Project construction is scheduled for April 15, 2015.

(2) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2015.

(3) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than July 15, 2015. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Repayment is made.

(4) The first Semiannual Loan Payment in the amount of \$349,944 shall be due October 15, 2015.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement DW130130 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Program Administrator and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Program Administrator.

for
CITY OF NORTH MIAMI BEACH

City Manager

Attest:

Approved as to form and legality:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

Date

OK



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

MEMORANDUM

Print

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Barbara Trinka, Acting Director of Public Services
Jeff An, Assistant Director of Public Services

DATE: Tuesday, February 4, 2014

RE: Resolution R2014-2 (Acting Director of Public Services,
Barbara Trinka)

**BACKGROUND
ANALYSIS:**

On June 2, 2009, the Mayor and City Council authorized the City Manager to apply for and enter into State Revolving Fund (SRF) Loan Agreement WW745080 with the Florida Department of Environmental Protection for the Major Sewer Rehabilitation Project in the amount of \$487,000.00. The loan agreement was executed on or about June 26, 2009 in the amount of \$487,318.00. On August 30, 2011, Amendment 1 to the SRF loan agreement was executed to revise provisions for auditing, monitoring and rescheduling of the repayment date to coincide with the construction loan repayment date.

RECOMMENDATION:

We are respectfully requesting your approval to authorize the City Manager to execute Amendment 2 of the SRF Loan Agreement WW745080 for the Major Sewer Rehabilitation Program to reduce the loan amount by \$146,195.00 for a total disbursement amount of \$341,123.00; reduce the loan service fee by \$2,924.00 to \$6,822.00; and revise the semiannual loan payment amount to \$11,384.65. The total repayment amount would be \$372,055.75, consisting of the \$341,123.00 disbursement, \$24,110.75 in accrued Capitalized Interest and the \$6,822.00 Loan Service Fee.

**FISCAL/BUDGETARY
IMPACT:**

Reduction in the Sewer Fund.

ATTACHMENTS:

- [Resolution No. R2014-2](#)
- [SRF Loan WW745080 Amendment 2](#)

RESOLUTION NO. R2014-2

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING STATE REVOLVING FUND LOAN AGREEMENT WW745080 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE THE LOAN AMOUNT OF THE MAJOR SEWER REHABILITATION PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE LOAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 2, 2009, the Mayor and City Council approved Resolution No. R2009-34 authorizing the City Manager to apply for and enter into State Revolving Fund Loan Agreement WW745080 with the Florida Department of Environmental Protection in the amount of \$487,000.00 for planning and designing the City's transmission facilities project for its sewer pumping stations; and

WHEREAS, on or about June 26, 2009, the City executed Loan Agreement WW745080 for a loan in the amount of \$487,318.00, excluding Capitalized Interest; and

WHEREAS, Amendment 1 to Loan Agreement WW745080 was executed on August 30, 2011, revising provisions for audit and monitoring, and rescheduling the repayment date to coincide with the construction loan repayment date; and

WHEREAS, in accordance with the State Revolving Fund Loan Program, and based on the final bid amounts of the fundable Project, Amendment 2 to the Loan Agreement WW745080, attached hereto as Exhibit "A", is required; and

WHEREAS, Amendment 2 will reduce the Loan Amount by \$146,195.00, for a total disbursement amount of \$341,123.00; reduce the Loan Service Fee by \$2,924.00 to \$6,822.00; and revise the Semiannual Loan Payment amount to \$11,384.65 for repayment of the principal

amount of \$372,055.75, consisting of the \$341,123.00 disbursement, \$24,110.75 in accrued Capitalized Interest and the \$6,822.00 Loan Service Fee; and

WHEREAS, the Public Utilities Commission of the City of North Miami Beach, at its public meeting held on January 15, 2014, unanimously approved Amendment 2 of State Revolving Fund Loan Agreement WW745080 to reduce the loan amount for the City's major sewer rehabilitation program.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true, correct, are incorporated into the body of this Resolution and are adopted as Findings of Fact.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida hereby approve the terms, provisions and requirements of Amendment 2 to the State Revolving Fund Loan Agreement WW745080.

Section 3. Authority to Enter Into and Carry Out Loan Requirements. The Mayor and Council hereby authorize the City Manager to execute Amendment 2 to the State Revolving Fund Loan Agreement WW745080 on behalf of the Council, in accordance with, and as required by law.

Section 4. Designation of City Representative. The City Manager is hereby designated as the authorized representative to (a) provide assurances required by Amendment 2 to the State Revolving Fund Loan Agreement; b) act as the City's representative in carrying out the City's responsibilities under the State Revolving Fund Loan Agreement, as amended; and (c) delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the State Revolving Fund Loan Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of February, 2014.

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

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW745080
CITY OF NORTH MIAMI BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF NORTH MIAMI BEACH, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW745080, as amended, authorizing a Loan amount of \$487,318, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$146,195, and the adjusted total disbursed amount for this loan is \$341,123.
2. The Loan Service Fee is reduced by \$2,924, and the adjusted total service fee for this Loan is \$6,822. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$341,123. The Loan Service Fee is assessed as of the effective date of October 17, 2013.
3. The total amount to repay by the Local Government is \$372,055.75, which consists of \$341,123.00 disbursed to the Local Government, \$24,110.75 of accrued Capitalized Interest and \$6,822.00 of service fee charges, all at a Financing Rate of 2.05 percent per annum (the interest rate is 1.025 percent per annum, and the Grant Allocation Assessment rate is 1.025 percent per annum).
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$11,384.65. Such payments shall be received by the Department on March 15, 2014 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.
5. Subsections 2.03(1) and (3)(a)(i) are hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS-1200011-050	EPA	66.458	Capitalization Grants for State Revolving Funds	\$341,123	140131

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at the following address:
 Valerie Peacock, Audit Director
 Office of the Inspector General
 Florida Department of Environmental Protection
 3900 Commonwealth Boulevard, MS 41

6. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	LOAN AMOUNT (\$)
Allowance Costs	341,123.00
Capitalized Interest	24,110.75
TOTAL (Loan Principal Amount)	365,233.75

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dmf

This Amendment 2 to Loan Agreement WW745080 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Program Administrator, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Program Administrator.

for
CITY OF NORTH MIAMI BEACH

City Manager

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

Date

Duf



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

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Barbara Trinka, Acting Director of Public Services
Jeff An, Assistant Director of Public Services
DATE: Tuesday, February 4, 2014

RE: Resolution No.R2014-3 (Acting Director of Public Services, Barbara Trinka)

BACKGROUND ANALYSIS: On May 18, 2010, the Mayor and City Council authorized the City Manager to apply for and enter into State Revolving Fund (SRF) Loan Agreement WW745081 with the Florida Department of Environmental Protection for the Major Sewer Rehabilitation Project in the amount of \$6,297,318.00. The loan agreement was executed on August 8, 2011, in the amount of \$5,810,000.00.

RECOMMENDATION: We are respectfully requesting your approval to authorize the City Manager to execute Amendment 1 of the SRF Loan Agreement WW745081 for the Major Sewer Rehabilitation Program to reduce the loan amount by \$2,359,637.00, for a total disbursement amount of \$3,450,363.00; reduce the loan service fee by \$47,193.00 to \$69,007.00; and revise the semiannual loan payment amount to \$111,728. The total principal amount of the loan would be \$3,624,063.00, consisting of the \$3,450,363.00 disbursement, and \$173,700.00 in Capitalized Interest.

FISCAL/BUDGETARY IMPACT: Reduction in the Sewer Fund.

ATTACHMENTS:

- [Resolution No. R2014-3](#)
- [SRF Loan WW745081](#)

RESOLUTION NO. R2014-3

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE PREVIOUSLY EXECUTED STATE REVOLVING FUND LOAN AGREEMENT WW745081 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE THE LOAN AMOUNT FOR THE PUMP STATION IMPROVEMENT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE LOAN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 18, 2010, the Mayor and City Council approved Resolution R2010-36, authorizing the City Manager to apply for and enter into State Revolving Fund Loan Agreement WW745081 with the Florida Department of Environmental Protection in the amount of \$6,297,318.00 for construction of the City's major sewer rehabilitation project; and

WHEREAS, on August 8, 2011, the City executed Loan Agreement WW745081 for a Loan in the amount of \$5,810,000.00; and

WHEREAS, in accordance with the State Revolving Fund Loan Program, and based on the final bid amounts of the fundable Project, Amendment 1 to the Loan Agreement WW745081, attached hereto as Exhibit A, is required; and

WHEREAS, Amendment 1 will reduce the Loan Amount by \$2,359,637.00, for total disbursements of \$3,450,363.00; reduce the Loan Service Fee by \$47,193.00, for a loan service fee of \$69,007.00; revise the principal amount of the Loan to \$3,624,063.00, reflecting the \$3,450,363.00 disbursement plus Capitalized Interest of \$173,700.00; and revise the Semiannual Loan Payment amount to \$111,728.00; and

RESOLUTION NO. R2014-3

WHEREAS, the Public Utilities Commission of the City of North Miami Beach, at its public meeting held on January 15, 2014, unanimously approved Amendment 1 to the State Revolving Fund Loan Agreement WW745081 to reduce the loan amount for the major sewer rehabilitation program.

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, are incorporated into the body of this Resolution and adopted as Findings of Fact.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida hereby approve the terms, provisions and requirements of State Revolving Fund Loan Agreement WW745081 Amendment 1.

Section 3. Authority to Enter Into and Carry Out Loan Requirements. The Council hereby authorizes the City Manager to execute State Revolving Fund Loan Agreement Amendment 1 on behalf of the Council in accordance with, and as required by law.

Section 4. Designation of City Representative. The City Manager is hereby designated as the authorized representative to (a) provide assurances required by the Loan Agreement Amendment 1; (b) act as the City's representative in carrying out the City's responsibilities under the Loan Agreement Amendment 1; and (c) delegate responsibility to appropriate City staff to carry out the technical, financial, and administrative activities associated with State Revolving Fund Loan Agreement Amendment 1.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of February, 2014.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor & Council

**AMENDMENT 1 TO LOAN AGREEMENT WW745081
CITY OF NORTH MIAMI BEACH**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF NORTH MIAMI BEACH, FLORIDA, (the "Local Borrower") existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW745081, authorizing a Loan amount of \$5,810,000, excluding Capitalized Interest; and

WHEREAS, all contracts have been awarded for this Project and the Semiannual Loan Payment, the Loan amount, and Project costs need revision based on final bid amounts as provided in Section 10.06; and

WHEREAS, the definition of Project needs revision; and

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01 (17) of the Agreement is hereby deleted and replaced as follows:

"Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the major sewer rehabilitation project in accordance with the plans and specifications accepted by the Department for the "Pump Station Improvement Program" contract.

The Project is in agreement with the planning documentation accepted by the Department effective August 16, 2010. Approval of this Project is provided by the Florida Categorical Exclusion Notification dated April 30, 2010, and no adverse comments were received.

2. The Loan amount authorized for disbursement is hereby reduced by \$2,359,637. The revised loan amount is \$3,450,363.

3. The estimated Loan Service Fee is reduced \$47,193, and the adjusted total service fee for this loan is \$69,007.

4. The estimated principal amount of the Loan is hereby revised to \$3,624,063, which consists of \$3,450,363 authorized for disbursement to the Local Borrower and \$173,700 of Capitalized Interest at an interest rate of 1.93 percent per annum.

5. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$111,728. Such payment shall be received by the Department on November 15, 2015 and semiannually thereafter on May 15 and November 15 until all amounts due hereunder have been fully paid

The Semiannual Loan Payment amount is based on the total amount owed of \$3,693,070, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

6. Subsections 2.04(1) and (3)(a) are deleted and replaced as follows:

The Local Borrower agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Statewide Surface Water Restoration and Wastewater Projects	\$3,450,363	140131

(3) Report Submission.

(a) Copies of reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director
 Office of the Inspector General
 Florida Department of Environmental Protection
 3900 Commonwealth Boulevard, MS 41
 Tallahassee, Florida 32399-3123

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
 Room 401, Claude Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

Ans

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department of Environmental Protection at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

7. Section 10.06 PROJECT COSTS is revised as follows:

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Borrower's Project audit or a Department audit.

Estimated costs are as follows:

CATEGORY	COST (\$)
Construction and Demolition	2,867,163
Contingencies	300,000
Technical Services After Bid Opening	283,200
SUBTOTAL (Disbursed to Local Borrower)	3,450,363
Capitalized Interest	173,700
TOTAL (Loan Principal Amount)	3,624,063

8. The items scheduled under Subsections 10.07 of the Agreement are rescheduled as follows:

(1) Completion of Project construction is scheduled for May 15, 2015.

(2) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than May 15, 2015.

(3) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than August 15, 2015. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Repayment is made.

(4) The first Semiannual Loan Payment in the amount of \$111,728 shall be due November 15, 2015.

Dwp

9. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW745081 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for
CITY OF NORTH MIAMI BEACH

City Manager

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Deputy Director
Division of Water Resource Management



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

MEMORANDUM

Print

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Barbara Trinka, Interim Director of Public Services
Brian K. O'Connor, Chief Procurement Officer

DATE: Tuesday, February 4, 2014

RE: Resolution No. R2014-5 (Chief Procurement Officer Brian O'Connor)

BACKGROUND ANALYSIS:

The City of North Miami Beach issued Invitation to Bid (ITB) No. 2014-01 to contract for the furnishing of all labor, materials, equipment, accessories, and incidentals to furnish, install or retrofit, and place into operation potable water Automated Meter Reading (AMR) system, for the City's water services.

Notices were electronically sent to 451 potential, local and national vendors, as well as advertised in the Miami Herald and the Miami Daily Business Review, and posted on DemandStar by Onvia, the City's website and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email.

Advertisements were placed in the Miami Herald and the Miami Daily Business Review on November 1, 2013. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

The City took receipt of three responses on December 4, 2013 as follows:

Pedal Valves, Inc.	Utility Partners of America	Professional Meters, Inc.	Base Bid:
\$11,398,752.11	Base Bid: \$11,494,028.32	Base Bid:	

\$11,828,548.29 Alternate: \$ 609,860.52 Alternate: \$
721,036.54 Alternate: \$ 597,610.58 Total Bid:
\$12,008,612.63 Total Bid: \$12,215,064.86 Total Bid:
\$12,426,158.87

RECOMMENDATION:

It is the evaluation committee's recommendation that the bid be awarded to the lowest most responsive, responsible bidder, Pedal Valves, Inc.

The Public Utilities Commission approved Bid No. 2014-01 on January 14, 2014 in the amount of \$12,008,612.63, which includes the base price of \$11,398,752.11 and the alternate price of \$609,860.52, and recommended that Pedal Valves, Inc. be awarded Bid No. 2014-01.

PROPOSED VENDOR:

Pedal Valves, Inc.
13625 River Road
Luling, LA 70070

**FISCAL/BUDGETARY
IMPACT:**

FISCAL IMPACT: State Revolving Fund (SRF),
\$10,512,884.08
Account Number: 415916-533830
Project Number: 811103-633463

Water Fund: \$1,850,000

Expenditure:

Base Price - \$11,398,752.11 – for the installation and implementation of a completed automated meter reading system for all of the smaller water meters.

Alternate Price - \$609,860.52 – for the installation and retrofitting, as needed, of all of the fire service water meters, on a case-by-case basis.

Total Estimated Expenditure: Base Price + Alternate Price =
\$12,008,612.63

ATTACHMENTS:

- ☐ [Draft Contract](#)
- ☐ [Resolution No. R2014-5](#)

AGREEMENT

THIS AGREEMENT is dated on the _____ day of _____ in the year 20____ by and between the City of North Miami Beach, Florida (hereinafter referred to as "Owner") and Pedal Valves, Inc., (hereinafter referred to as Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) and the Contract Documents for City of North Miami Beach Potable Water Automated Meter Reading System.

The Work includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tool, and equipment, services, and incidentals for the replacement and retrofit of existing water meters and installation of instrumentation, software, controls and all appurtenances for the implementation of an Automated Meter Reading (AMR) system completed, tested, and ready for services, all in conformance with the Contract Documents.

ARTICLE 2. CONTRACT PERIOD

Time is of the essence in the performance of the Work under this Agreement as identified in the Contract Documents. The commence date shall be established in the Notice-to-Proceed to be issued by the Owner. The Contractor shall commence the work within Ten (10) calendar days from the Notice-to-Proceed date. The work shall be substantially completed within 410 calendar days after the commencement date given in the Notice-to-Proceed. The project shall be fully completed with full acceptance within 455 calendar days after the commencement date given in the Notice-to-Proceed.

ARTICLE 3. LIQUIDATED DAMAGES

The Owner and the Contractor shall recognize that time is of the essence and that the City will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof approved by the Owner in writing. The Contractor shall also recognize the delays, expense, and difficulties involved in proving in an arbitration preceding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damaged for delay (but not as a penalty) the Contractor shall pay the Owner eight hundred dollars (\$800.00) for each day that expires after the time specified above for Final Completion and ready for final payment until the Work reaches Final Completion with final acceptance by the Owner and/or Engineer as a representative of the Owner.

ARTICLE 4. CONTRACT PRICE

The Contractor shall be responsible for reimbursing the Owner, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the project beyond the final completion date specified in Article 2 of this agreement or beyond an approved extension of time granted to the Contractor whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this contract by means of unilateral change orders issued periodically by the Owner as costs are incurred by the Engineer and agreed to by the Owner. The Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount set forth in the Schedule of Bid. The City reserves the right to award any combination of the bid items in the Schedule of Bid or modify the quantities of the bid items in the Schedule of Bid, whichever is in the best interest of the City. The City also reserves the right to adjust the bid item quantities of each bid item after award and during the contract period based on field conditions.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment (as referred to as "Pay Requests") in accordance with Article 14 of Section 00700 - General Conditions of the Construction Contract and Section 01025 - Measurement and Payment. Applications for Payment will be processed by Owner and/or Engineer in accordance with Article 14 of Section 00700 - General Conditions of the Construction Contract and Section 01025 - Measurement and Payment.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Bid Form including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits;
- Performance Bond;
- Payment Bond;
- General Conditions of the Construction Contract;
- Supplementary General Conditions;
- Specifications;
- Drawings;
- Addenda, inclusive; and
- Change Orders which may be delivered or issued until after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.03 of Section 00700 - General Conditions of the Construction Contract and as amended in Section 00800 - Supplementary Conditions using forms provided by the Owner or Engineer

ARTICLE 7. MISCELLANEOUS.

Terms used in this Agreement are defined in Article 1 of Section 00700 - General Conditions of the Construction Contract and Section 00100 - Instructions to Bidders and will have the same meanings as defined in Section 00700 - General Conditions of the Construction Contract.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

OWNER:

CONTRACTOR:

(Owner)

(Contractor)

By: _____
(Print Name)

By: _____
(Print Name)

(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

ATTEST:

(Company/Affiliation)

By: _____
(Print Name)

(Authorized Signature) (Date)

(Title)

APPROVED AS TO FORM:

License No. _____

(Owner Attorney)

By: _____
(Print Name)

(Authorized Signature) _____
(Date)

(Title)



AGREEMENT CERTIFICATE
(If Corporation)

STATE OF _____)

)SS:

COUNTY OF _____)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____
_____, (hereinafter "the
Corporation",) existing under the laws of the State of _____, held on _____
_____, 20___, the following resolution was passed and adopted:

"BE IT RESOLVED THAT _____
(name), as _____
(title) of the Corporation, be and is hereby authorized to execute an Agreement by and between
the Corporation and The City of North Miami Beach, Florida and that his/her execution thereof,
attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be
the official act and deed of the Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation on this _____, day of _____, 20___.

Secretary

(SEAL)



THIS PAGE INTENTIONALLY LEFT BLANK

Dx

AGREEMENT CERTIFICATE
(If Joint Venture)

STATE OF _____)

)SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____
_____ (hereinafter "the Joint Venture"), a
Joint Venture under the laws of the State of _____, held on _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED that, _____
(name), as _____
(title), of the Joint Venture, be and is hereby authorized to execute an Agreement by and
between the Joint Venture and The City of North Miami Beach, Florida and that his/her
execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official
act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this _____, day of _____, 20
_____.

Managing Partner



THIS PAGE INTENTIONALLY LEFT BLANK

207

AGREEMENT CERTIFICATE
(If Partnership)

STATE OF _____)

)SS:

COUNTY OF _____)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____
_____, (hereinafter "the Partnership",) a
partnership existing under the laws of the State of _____, held on _____
_____, 20___, the following resolution was duly passed and adopted:

"RESOLVED THAT, _____
(name), as _____
(title), of the Partnership, be and is hereby authorized to execute an Agreement by and
between the Partnership and the City of North Miami Beach, Florida and that his/her execution
thereof, attested to by the _____ shall be the official act and deed of the
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS HEREOF, I hereunto set my hand this _____, day of _____, 20___.

Partner

(SEAL)

END OF SECTION



THIS PAGE INTENTIONALLY LEFT BLANK

Qx

RESOLUTION NO. R2014-5

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH PEDAL VALVES, INC. IN THE
AMOUNT OF \$12,008,612.63, FOR THE INSTALLATION
OF THE AUTOMATED METER READING SYSTEM.**

WHEREAS, the City of North Miami Beach ("City") issued Invitation to Bid No. 2014-01 to contract with qualified contractors for the furnishing of all labor, materials, equipment, accessories, and incidentals to furnish, install or retrofit, and place into operation a potable water Automated Meter Reading (AMR) system for the City's water services; and

WHEREAS, the City of North Miami Beach currently reads residential water meters and bills residential customers once per quarter. While this is a standard billing practice for some utilities, more frequent intervals will provide for better water conservation habits and increased customer satisfaction. Additionally, monthly billing will yield greater flexibility in the City's cash flow, as well as other positive financial operational benefits. As an environmental steward and in support of increased customer satisfaction, the City embarked upon a mission to find the most effective, efficient way to provide consumption feedback to its customers; and

WHEREAS, the City decided upon a Fixed Network Automated Meter Reading (FNAMR) system as the most effective and efficient technology. The FNAMR system utilizes automatic meter reading (AMR) water meters with endpoints, data modules, and cell control units (CCU) to read meters at preset intervals. This information is then transmitted to the billing system and can be loaded and billed on a more regular basis, typically monthly. Monthly billing provides a more direct price signal to customers so that they can effectively employ water conservation habits. Efficiencies are gained from the accuracy of the meter reading. Frequent

meter reads are effective in leak detection as well. The project includes installation of all components of the AMR system for the entire water service area; and

WHEREAS, the City Council approved the State Revolving Fund (SRF) loan for this project at three (3) separate meetings: on December 7, 2010 by Resolution R2010-79 for the AMR project first phase loan amount of \$2,434,815.00; on December 6, 2011 by Resolution R2011-54 amending the loan for an additional amount not to exceed \$3,849,697.00 towards the second phase of the project; and on March 6, 2012 by Resolution R2012-21 for an additional amount not to exceed \$4,253,990.00 for the completion of the project; and

WHEREAS, bid notices were electronically mailed to 451 potential local and national vendors, as well as advertised in the Miami Herald and the Miami Daily Business Review, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email; and

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

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2014-01; and

WHEREAS, the Evaluation Committee recommended that Bid No. 2014-01 be awarded to the lowest, most responsive, responsible bidder, Pedal Valves, Inc.; and

WHEREAS, on January 15, 2014, at an advertised public meeting, the Public Utilities Commission voted 4 to 0 to approve Bid No. 2014-01 in the amount of \$12,008,612.63 and recommended that Pedal Valves, Inc. be awarded Bid No. 2014-01 ; and

RESOLUTION NO. R2014-5

WHEREAS, the City Council of North Miami Beach desires to award Bid No. 2014-01 and authorizes the City Manager to execute an Agreement between the City of North Miami Beach and Pedal Valves, Inc., for the furnishing of all labor, materials, equipment, accessories, and incidentals to furnish, install or retrofit, and place into operation potable water Automated Meter Reading (AMR) system, for the City's water services.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2014-01 to Pedal Valves, Inc. in an amount totaling \$12,008,612.63.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute an Agreement, in a form acceptable to the City Attorney, between the City and Pedal Valves, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of **February, 2014**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION NO. R2014-5



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

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
VIA: Councilwoman Barbara Kramer
Darcee S. Siegel, City Attorney
DATE: Tuesday, February 4, 2014

RE: Resolution No. R2014-7 (City Attorney, Darcee S. Siegel)

**BACKGROUND
ANALYSIS:**

As a Councilman for the City of North Miami Beach, where he served as the Council's liaison to the City's Beautification Committee from 2003 to 2013, one of Mr. Derose's major platforms was the beautification of the community and parks, especially the planting and healthy maintenance of trees, shrubs, and greenery. On October 16, 2013, at its regularly scheduled public meeting, the Beautification Committee recommended and unanimously approved the naming of the medians at NE 13th Avenue located between NE 151st Street and NE 159th Street in North Miami Beach, as the "Philippe Derose International Flowering Tree Garden", in appreciation of Mr. Derose's contribution, dedication and participation as council liaison to the North Miami Beach Beautification Committee.

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

[Resolution No. R2014-7](#)

RESOLUTION NO. R2014-7

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
NAMING THE MEDIANS AT N.E. 13TH AVENUE
LOCATED BETWEEN 151ST THROUGH 159TH STREETS
IN NORTH MIAMI BEACH, AS THE "PHILIPPE DEROSE
INTERNATIONAL FLOWERING TREE GARDEN".**

WHEREAS, Philippe Derose has the distinct honor of being the first Haitian-American to be elected into public office in the United States of America; and

WHEREAS, Philippe Derose has had a distinguished career of serving the public for the past twenty (20) years, first as a Councilman of the Village of El Portal, later rising to the esteemed position of Mayor for that municipality, and continuing his public service as Councilman for the City of North Miami Beach for ten years from 2003-2013; and

WHEREAS, as a Councilman for the City of North Miami Beach, where he served as the Council's liaison to the City's Beautification Committee, one of Mr. Derose's major platforms was the beautification of the community and parks, especially the planting and healthy maintenance of trees, shrubs, and greenery; and

WHEREAS, on October 16, 2013, at its regularly scheduled public meeting, the Beautification Committee recommended and unanimously approved the naming of the medians at NE 13th Avenue located between NE 151st Street through 159th Street in North Miami Beach, as the "Philippe Derose International Flowering Tree Garden", in appreciation of Mr. Derose's contribution, dedication and participation as Council liaison to the North Miami Beach Beautification Committee; and

WHEREAS, the Mayor and Council of the City of North Miami Beach find it only befitting to honor their dear former colleague and public servant, Philippe Derose, for his

RESOLUTION R2014-7

dedication, commitment and efforts to enhance our community, by naming the medians at NE 13th Avenue located between NE 151st Street through 159th Street in North Miami Beach, as the "Philippe Derose International Flowering Tree Garden".

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 City Council of the City of North Miami Beach desire to recognize and honor the lifetime achievements, dedication, devotion and service of former Councilman, Philippe Derose, by naming the medians at NE 13th Avenue located between NE 151st Street through 159th Street in North Miami Beach, as the "Philippe Derose International Flowering Tree Garden".

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of February, 2014.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Councilwoman Barbara Kramer
Mayor and Council

RESOLUTION R2014-7

RESOLUTION R2014-7



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

MEMORANDUM

Print

TO: Mayor and City Council
FROM:
VIA:
DATE: Tuesday, February 4, 2014

RE: Regular Meeting Minutes of January 21st, 2014 (City Clerk Pamela L. Latimore)

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

ATTACHMENTS:

- [Regular Meeting Minutes of January 21st, 2014 \(City Clerk Pamela L. Latimore\)](#)



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, January 21, 2014
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

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:50 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Phyllis S. Smith and Council Members Barbara Kramer, Frantz Pierre, and Anthony DeFillipo. Also present were City Manager Ana M. Garcia, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore. Councilwomen Beth E. Spiegel and Councilwoman Marlen Martell were not present.

INVOCATION: The Mayor began with a moment of silence for former Mayor Marjorie McDonald

PLEDGE OF ALLEGIANCE was lead by Mayor and Council.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA- There were no changes to the agenda.

PRESENTATIONS/DISCUSSIONS – Mayor Vallejo called on Chief Dennis to begin his presentation.

Retirement Recognition for Sergeant Richard Knowles

Chief Dennis recognized the retirement of Sergeant Knowles and presented him with a plaque commemorating his career. Sergeant Knowles is retiring from the North Miami Beach Police Department after 22 years of service. Sergeant Knowles made comments after the presentation. The Mayor thanked the sergeant for his service.

Mayor Vallejo opened the meeting for **PUBLIC COMMENT.**

City Clerk Latimore read the rules of public comment into the record. The following person(s) made comments on the record.

1. Terrence Camenzuli, 17151 NE 17th Avenue. North Miami Beach, FL
2. Mubarak Kazan, 15564 NE 12th Avenue. North Miami Beach, FL

Mayor Vallejo closed the meeting for **PUBLIC COMMENT**.

APPOINTMENTS – City Clerk Latimore asked Mayor and Council for a motion to appoint Councilwoman Beth E. Spiegel as Vice Mayor effective February 1st 2014.

Motion to appoint Councilwoman Spiegel to Vice Mayor was made by Vice Mayor Smith seconded by Councilwoman Kramer. **Motion passes 5-0.**

Councilman Anthony DeFillipo appointed Kyle C. Gibson to the Economic Development Commission

Motion to appoint Rev. Kyle C. Gibson to the Economic Development Commission was made by Councilman DeFillipo seconded by Councilwoman Kramer. **Motion passes 5-0.**

CONSENT AGENDA- The items were read into the record by City Attorney Siegel.

Resolution No. R2014-1

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TURF AND LANDSCAPE OF ROADSIDE AREAS AND MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY.

Regular Meeting Minutes of December 17, 2013

Regular Meeting Minutes of January 7, 2013

Motion to **approve** the consent agenda was made by Councilman Pierre, seconded by Councilwoman Kramer. **Motion passes 5-0.**

CITY MANAGER'S REPORT

The City Manager announced the rescheduling of the ribbon cutting ceremony for Victory Park will be Tuesday, February 4th at 5:00 p.m.

She reminded residents that on February 22nd the first annual Heart Walk would be taking place. She noted improvements to landscaping of the walk path around Snake Creek.

She informed Council on the efforts to get legislative priority for the City in a recent trip to the state capital. She mentioned several projects that stand to benefit if funding is awarded.

She mentioned the departmental reports included in the agenda for Council review.

CITY ATTORNEY'S REPORT

The City Attorney updated Council on the pension litigation stating that the judge in the case denied the defendant's motion to dismiss action ordering them to respond within twenty days. The motion for summary judgment is scheduled to be heard in March.

The City Attorney informed Council that oral arguments for the rezoning Braha Dixie appeal would be set for February 12th.

The answer brief for the site plan approval and conditional use is due Friday, January 24th with a reply and scheduling of oral arguments to follow.

Litigation List

As of January 7, 2013

MAYOR'S DISCUSSION: There was no Mayor's discussion.

MISCELLANEOUS ITEMS: There were no miscellaneous items before Mayor and Council.

BUSINESS TAX RECEIPTS: There were no Business Tax Receipts before Mayor and Council.

DISCUSSION ITEMS: There were no discussion items before Mayor and Council.

LEGISLATION: There was no legislation before Mayor and Council.

CITY COUNCIL REPORTS

Councilwoman Defillipo announced the NMB Chamber's Health Fair on Wednesday January 22nd from 10:00 a.m. to 6:00 p.m. at the McDonald Center. He highlighted the very successful trip to Tallahassee in trying to acquire the funds needed for the progression of vital projects to the City.

Councilwoman Kramer announced that the Ancient Spanish Monastery Foundation is hosting an evening of Networking in the Gardens with \$20 admission on Wednesday January 25th from 5:30 p.m. to 7:30 p.m. She thanked her colleagues for making the trip to Tallahassee and for being the first municipality to bring forward their legislative priorities. She announced the resumption of the Beautification Awards for homes with the best landscaping and upkeep with announcements coming in March.

Councilwoman Pierre wished everyone a happy new year and thanked everyone for their concern

during his absence. He issued condolences to the McDonald family and recognized the achievements made during her life. He also offered condolences to Allison Robie for the passing of a family member and thanked her for her contributions to the City. He reminded residents that the library is open seven days a week and noted that the attendance is 19,926 patron visits in the last quarter which accounts for have of the resident population. He reminded residents that recycling collection is Wednesday January 23.

Vice Mayor Smith thanked her fellow Council members for mentioning the Health Fair, event at the monastery, for the condolences for the former Mayor Marjorie McDonald and Alison Robie, and to the City Manager for reminding her of the recycle pickup so that she could mention it for Councilwoman Spiegel. She wished residents a safe two weeks and a good night.

Mayor Vallejo joined his colleagues in issuing condolences to the McDonald family and said their legacy would live on through the McDonald Center. He remarked how pleased he was with the trip to Tallahassee and assured residents that his team would persist in efforts to pursue funding for the betterment of the city. He encouraged attendance at the even taking place at the monastery. He thanked Sergeant Knowles for his service. He updated residents on the construction of the Marina Palms project. He thanked Congresswoman Wilson for her MLK Unity breakfast where scholarships are issued to minority students.

Mayor Vallejo announced the **NEXT REGULAR CITY COUNCIL MEETING.**

Tuesday, February 4, 2014.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 8:28 p.m.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC



**City of North Miami Beach
Quarterly Financial Analysis
First Quarter – FY 2014**

Data as of December 31, 2013

City of North Miami Beach Quarterly Financial Analysis First Quarter – FY 2014 Overview

- Disclaimer
- Methodology
- Overview
- Discussion Points

City of North Miami Beach
Quarterly Financial Analysis
First Quarter – FY 2014
Overview

The attached schedules represent the *unaudited* results of operations as compared to the adopted budget through December 31, 2013 for all budgeted funds except the governmental internal service funds. This document has, for the most part, been prepared on the cash basis of accounting utilizing information that was available at the time of this report.

For purposes of this presentation, the City's seven Debt Service Funds have been combined as have the three, proprietary Impact Fees Funds. It should be noted that the annual budget has generally been divided equally into four quarters. Actual cash flows do not necessarily follow this pattern of receipt or expenditure. Certain exceptions have been made to this formula when cash flows can reasonably be expected to occur at a particular time. For example, business tax receipts are due on October 1st. Therefore, at the end of the first quarter, 100% of the budget would be expected to be received. Likewise, debt service payments are scheduled and can be included in the quarterly budget column when due. Ad valorem taxes are presented based on historical collection patterns in both the general fund and the debt service funds. TIF revenues are due to the Community Redevelopment Agency (CRA) by December 31st and have been included in the quarterly budget column. Other taxes include insurance premiums for police and fire pension plans and are not typically received until the fourth quarter. Finally, prior year appropriations have been included as actual receipts in the applicable funds.

This analysis will detail the major variances, the unfavorable variances and the causes thereof. A major variance is considered to be any variance over \$500,000 or 10% of the total budget.

Overall, the City is in a favorable position of approximately \$11.3 million as compared to budget at December 31, 2013. The use of a portion of this amount is restricted for specific purposes. Excess proceeds of the General Fund are generally unrestricted as to purpose. The primary contributors to the favorable position are the General Fund, the Community Redevelopment Agency, and the Water and Sewer Funds.

**City of North Miami Beach
Quarterly Financial Analysis
First Quarter – FY 2014
Review and Analysis – Governmental Funds**

The General Fund variance of approximately \$4.4 million consists of a surplus of about \$2.0 million in revenue and about \$2.4 million in less than expected expenditures. The primary factor affecting revenue is the ad valorem tax collections. Historically, about 49% of the City's property tax revenue has been collected during the first quarter. During the current fiscal year, 73% of the ad valorem taxes have already been collected. The expenditure variance can be attributed to fewer outlays across all departments and all cost categories.

The Community Redevelopment Agency, (CRA) has a favorable variance of about \$1.0 million. As prefaced in the overview, 25% of the appropriated fund balance of about \$4.7 million has been included as a portion of the budgeted amounts and as a portion of the actual revenues. The variance can be attributed entirely to amounts budgeted for land acquisition and infrastructure improvements yet to be expended.

The Transit Surtax Fund has an unfavorable variance of about \$4,000 as a result of the debt service payment for the 2013 bonds made in December.

The Debt Service Funds have an unfavorable variance due to a slight increase in the interest payments on the CRA debt.

**City of North Miami Beach
Quarterly Financial Analysis
First Quarter – FY 2014
Review and Analysis –Enterprise Funds**

The Stormwater Fund variance of \$245,000 is the result of lower than expected operating costs and no expenditures on capital outlay.

The Water Fund favorable variance of nearly \$2.7 million is largely due to lower than expected expenditures for operating costs, capital outlay and non-operating costs. Operating costs and capital outlay generally lag during the first quarter. The non-operating cost variance can be attributed to debt service payments that are not yet due.

The causes of the Sewer Fund variance of nearly \$1.4 million include payments for sewage disposal fees that have yet to be made and system and infrastructure capital projects that are under budget for the first quarter.

The Solid Waste Fund has a favorable variance of about \$760,000. The expenditure variance is the result of unspent capital outlay and tipping fees that have yet to be paid.

The Impact Fees Funds are experiencing a \$640,000 favorable variance primarily from revenues related to the Sunny Isles Beach Marina project and no corresponding expenditures.

**City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending December 31, 2013**

REVENUES

	Current Year Budget	One Quarter Budget	Actual	Over / (Under) Budget
Governmental Funds:				
General Fund	\$ 44,822,618	\$ 12,727,751	\$ 14,719,724	\$ 1,991,973
Community Redevelopment Agency	5,139,501	1,603,334	1,607,751	4,417
Transit Surtax Fund	2,600,100	275,000	275,029	29
Governmental Impact Fee Fund	64,014	16,004	15,635	(369)
Alley Restoration Fund	250,500	62,625	62,625	-
Debt Service Funds	3,107,434	2,548,226	2,538,368	(9,858)

**City of North Miami Beach
 Budgetary Comparison Summary
 Cash Basis
 For the Quarter Ending December 31, 2013
 (continued)**

EXPENDITURES

	Current Year Budget	One Quarter Budget	Actual	(Over) / Under Budget
Governmental Funds:				
General Fund	\$ 44,822,618	\$ 11,205,668	\$ 8,786,629	\$ 2,419,039
Community Redevelopment Agency	5,139,501	1,284,875	290,918	993,957
Transit Surtax Fund	2,600,100	650,025	654,203	(4,178)
Governmental Impact Fee Fund	64,014	16,004	-	16,004
Alley Restoration Fund	250,500	62,625	47	62,578
Debt Service Funds	3,107,434	1,557,859	1,554,675	3,184

**City of North Miami Beach
 Budgetary Comparison Summary
 Cash Basis
 For the Quarter Ending December 31, 2013
 (continued)**

	Revenue Variance	Expenditure Variance	Net Variance Favorable / (Unfavorable)
Governmental Funds:			
General Fund	\$ 1,991,973	\$ 2,419,039	\$ 4,411,012
Community Redevelopment Agency	4,417	993,957	998,374
Transit Surtax Fund	29	(4,178)	(4,149)
Governmental Impact Fee Fund	(369)	16,004	15,635
Alley Restoration Fund	-	62,578	62,578
Debt Service Funds	(9,858)	3,184	(6,674)
TOTAL GOVERNMENTAL FUNDS	<u>\$ 1,986,192</u>	<u>\$ 3,490,584</u>	<u>\$ 5,476,776</u>

**City of North Miami Beach
 Budgetary Comparison Summary
 Cash Basis
 For the Quarter Ending December 31, 2013
 (continued)**

REVENUES

	Current Year Budget	One Quarter Budget	Actual	Over / (Under) Budget
Enterprise Funds:				
Stormwater Fund	\$ 1,853,261	\$ 463,315	\$ 370,822	\$ (92,493)
Water Fund	28,987,100	7,246,775	7,058,854	(187,921)
Sewer Fund	8,986,767	2,246,692	2,189,673	(57,019)
Building Permit Fund	1,812,237	453,085	410,180	(42,905)
Solid Waste Fund	10,317,000	2,579,250	2,213,091	(366,159)
Impact Fees Funds	4,650,000	1,162,500	637,991	(524,509)
Customer Service Fund	2,025,023	506,256	500,394	(5,862)

**City of North Miami Beach
 Budgetary Comparison Summary
 Cash Basis
 For the Quarter Ending December 31, 2013
 (continued)**

EXPENDITURES

	Current Year Budget	One Quarter Budget	Actual	(Over) / Under Budget
Enterprise Funds:				
Stormwater Fund	\$ 1,853,261	\$ 463,315	\$ 126,082	\$ 337,233
Water Fund	28,987,100	7,246,775	4,380,323	2,866,452
Sewer Fund	8,986,767	2,246,692	784,515	1,462,177
Building Permit Fund	1,812,337	453,085	335,812	117,273
Solid Waste Fund	10,317,000	2,579,250	1,451,575	1,127,675
Impact Fees Funds	4,650,000	1,162,500	-	1,162,500
Customer Service Fund	2,025,023	506,256	410,477	95,779

**City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending December 31, 2013
(continued)**

	Revenue Variance	Expenditure Variance	Net Variance Favorable / (Unfavorable)
Enterprise Funds:			
Stormwater Fund	\$ (92,493)	\$ 337,233	\$ 244,740
Water Fund	(187,921)	2,866,452	2,678,531
Sewer Fund	(57,019)	1,462,177	1,405,158
Building Permit Fund	(42,905)	117,273	74,368
Solid Waste Fund	(366,159)	1,127,675	761,516
Impact Fees Funds	(524,509)	1,162,500	637,991
Internal Service Funds	(5,862)	95,779	89,917
TOTAL ENTERPRISE FUNDS	<u>\$ (1,276,868)</u>	<u>\$ 7,169,089</u>	<u>5,892,221</u>
TOTAL ALL FUNDS	<u>\$ 709,324</u>	<u>\$ 10,659,673</u>	<u>\$ 11,368,997</u>

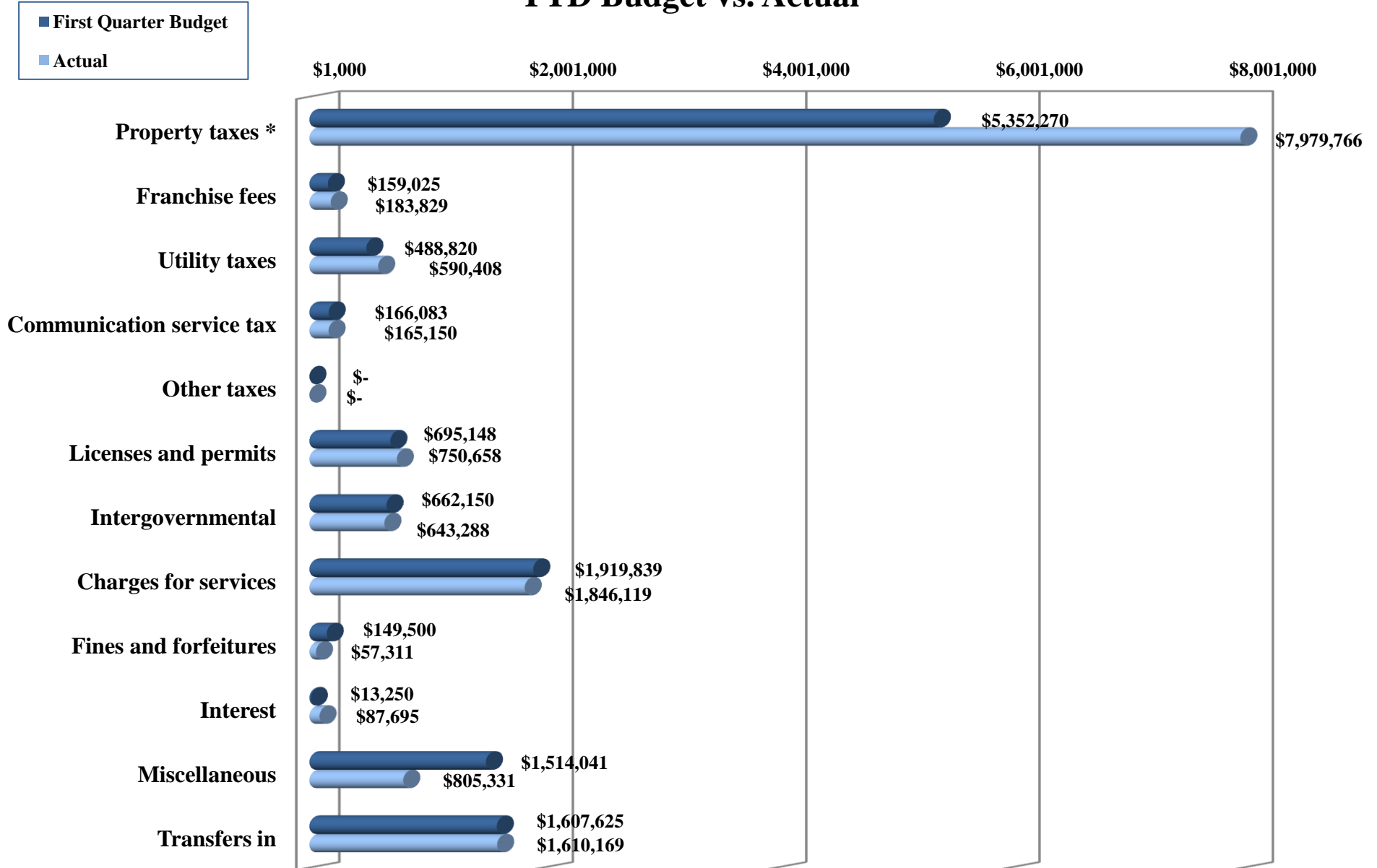
**City of North Miami Beach
General Fund Revenues
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013**

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected
Revenues					
Property taxes *	\$ 10,923,000	\$ 5,352,270	\$ 7,979,766	\$ 2,627,496	73%
Franchise fees	1,796,100	159,025	183,829	24,804	10%
Utility taxes	2,638,610	488,820	590,408	101,588	22%
Communication service tax	1,993,000	166,083	165,150	(933)	8%
Insurance premium taxes	550,000	-	-	-	0%
Licenses and permits	892,700	695,148	750,658	55,510	84%
Intergovernmental	5,112,200	662,150	643,288	(18,862)	13%
Charges for services	7,679,350	1,919,839	1,846,119	(73,720)	24%
Fines and forfeitures	698,000	149,500	57,311	(92,189)	8%
Interest	53,000	13,250	87,695	74,445	165%
Miscellaneous	6,056,160	1,541,041	805,331	(708,710)	13%
Transfers in	<u>6,430,498</u>	<u>1,607,625</u>	<u>1,610,169</u>	<u>2,544</u>	<u>25%</u>
Total revenues	<u>\$ 44,822,618</u>	<u>\$ 12,727,751</u>	<u>\$ 14,719,724</u>	<u>\$ 1,991,973</u>	33%

* 49% of budgeted amount is expected to be collected during the first quarter based on historical collection patterns.

General Fund Revenues Analysis

YTD Budget vs. Actual



*49% of budgeted amount expected to be collected during the first quarter, based on historical collection patterns

**City of North Miami Beach
General Fund Expenditures
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013**

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Spent
Expenditures by Function					
Administrative	\$ 1,140,931	\$ 285,233	\$ 260,960	\$ 24,273	23%
Legislative	2,844,345	711,086	471,011	240,075	17%
Executive	3,021,460	755,367	697,981	57,386	23%
Human resources	865,783	216,445	218,934	(2,489)	25%
Finance	1,185,946	296,488	271,758	24,730	23%
Police services	20,300,945	5,075,239	4,596,974	478,265	23%
Leisure services	4,533,646	1,133,416	925,538	207,878	20%
Public services	4,907,877	1,226,972	695,607	531,365	14%
Capital outlay	3,850,788	962,697	29,347	933,350	1%
Debt service	569,757	142,440	-	142,440	0%
Transfers out	<u>1,601,140</u>	<u>400,285</u>	<u>618,519</u>	<u>(218,234)</u>	<u>39%</u>
Total expenditures	<u>\$ 44,822,618</u>	<u>\$ 11,205,668</u>	<u>\$ 8,786,629</u>	<u>\$ 2,419,039</u>	20%
Expenditures by Class					
Salaries & related costs	\$ 22,303,486	\$ 5,575,873	\$ 4,914,517	\$ 661,356	22%
Pension costs	9,270,615	2,317,658	2,166,802	150,856	23%
Operating expenses	7,226,832	1,806,715	1,057,444	749,271	15%
Capital outlay	3,850,788	962,697	29,347	933,350	1%
Non-operating expenses	<u>2,170,897</u>	<u>542,725</u>	<u>618,519</u>	<u>(75,794)</u>	<u>28%</u>
Total expenditures	<u>\$ 44,822,618</u>	<u>\$ 11,205,668</u>	<u>\$ 8,786,629</u>	<u>\$ 2,419,039</u>	20%

**City of North Miami Beach
Other Governmental Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013**

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
--	------------------------	-----------------------	--------	--	---

Community Redevelopment Agency

Revenues*	\$ 5,139,501	\$ 1,603,334	\$ 1,607,751	\$ 4,417	31%
Expenditures	<u>5,139,501</u>	<u>1,284,875</u>	<u>290,918</u>	<u>993,957</u>	6%
Net change in fund balance	<u>\$ -</u>	<u>\$ 318,459</u>	<u>\$ 1,316,833</u>	<u>\$ 998,374</u>	

Transit Surtax Fund

Revenues*	\$ 2,600,100	\$ 275,000	\$ 275,029	\$ 29	11%
Expenditures	<u>2,600,100</u>	<u>650,025</u>	<u>654,203</u>	<u>(4,178)</u>	25%
Net change in fund balance	<u>\$ -</u>	<u>\$ (375,025)</u>	<u>\$ (379,174)</u>	<u>\$ (4,149)</u>	

Governmental Impact Fee Fund

Revenues*	\$ 64,014	\$ 16,004	\$ 15,635	\$ (369)	24%
Expenditures	<u>64,014</u>	<u>16,004</u>	<u>-</u>	<u>16,004</u>	0%
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,635</u>	<u>\$ 15,635</u>	

* 25% of prior year appropriations is included as actual revenue. 100% of TIF revenue is included in the one quarter budget column.

City of North Miami Beach
Other Governmental Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
--	--------------------------------	-------------------------------	---------------	---	---

Alley Restoration Fund

Revenues	\$ 250,500	\$ 62,625	\$ 62,625	\$ -	25%
Expenditures	<u>250,500</u>	<u>62,625</u>	<u>47</u>	<u>62,578</u>	0%
Net change in fund balance	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 62,578</u></u>	<u><u>\$ 62,578</u></u>	

Debt Service Funds

Revenues ¹	\$ 3,107,434	\$ 2,548,226	\$ 2,538,368	\$ (9,858)	82%
Expenditures ²	<u>3,107,434</u>	<u>1,557,859</u>	<u>1,554,675</u>	<u>3,184</u>	50%
Net change in fund balance	<u><u>\$ -</u></u>	<u><u>\$ 990,367</u></u>	<u><u>\$ 983,693</u></u>	<u><u>\$ (6,674)</u></u>	

- 1) Debt Service Funds with voted millage have 100% of budgeted ad valorem revenues included as actual.
2) Principal payments have been included in one quarter budget column for 2011 and 2013 bonds.

**City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013**

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
Stormwater Fund					
Revenue:					
Operating revenue	\$ 1,275,000	\$ 318,750	\$ 318,144	\$ (606)	25%
Non-operating revenue	<u>578,261</u>	<u>144,565</u>	<u>52,678</u>	<u>(91,887)</u>	<u>9%</u>
Total Revenues:	1,853,261	463,315	370,822	(92,493)	20%
Expenses:					
Salaries & related costs	261,348	65,337	42,137	23,200	16%
Pension costs	45,032	11,258	11,258	-	25%
Operating costs	368,800	96,700	5,846	90,854	2%
Capital Outlay	732,000	183,000	-	183,000	0%
Non-operating expenses	<u>428,081</u>	<u>107,020</u>	<u>66,841</u>	<u>40,179</u>	<u>16%</u>
Total Expenses:	<u>1,853,261</u>	<u>463,315</u>	<u>126,082</u>	<u>337,233</u>	7%
Change in net assets	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 244,740</u>	<u>\$ 244,740</u>	

* 25% of prior year appropriations included as actual revenue.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
Water Fund					
Revenue:					
Operating revenue	\$ 26,534,100	\$ 6,633,525	\$ 6,559,123	\$ (74,402)	25%
Non-operating revenue*	<u>2,453,000</u>	<u>613,250</u>	<u>499,731</u>	<u>(113,519)</u>	<u>20%</u>
Total Revenues:	28,987,100	7,246,775	7,058,854	(187,921)	24%
Expenses:					
Salaries & related costs	5,753,197	1,438,299	1,281,347	156,952	22%
Pension costs	1,250,621	312,655	304,290	8,365	24%
Operating costs	8,921,887	2,230,472	906,990	1,323,482	10%
Capital outlay	2,893,750	723,438	8,418	715,020	0%
Non-operating expenses	<u>10,167,645</u>	<u>2,541,911</u>	<u>1,879,278</u>	<u>662,633</u>	<u>18%</u>
Total Expenses:	<u>28,987,100</u>	<u>7,246,775</u>	<u>4,380,323</u>	<u>2,866,452</u>	15%
Change in net assets	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,678,531</u>	<u>\$ 2,678,531</u>	

* 25% of prior year appropriations included as actual revenue.

**City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)**

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
Sewer Fund					
Revenue:					
Operating revenue	\$ 7,280,000	\$ 1,820,000	\$ 1,813,060	\$ (6,940)	25%
Non-operating revenue*	<u>1,706,767</u>	<u>426,692</u>	<u>376,613</u>	<u>(50,079)</u>	<u>22%</u>
<i>Total Revenues:</i>	8,986,767	2,246,692	2,189,673	(57,019)	24%
Expenses:					
Salaries & related costs	712,812	178,203	139,964	38,239	20%
Pension costs	159,894	39,974	39,974	-	25%
Operating costs	4,324,316	1,081,079	114,993	966,086	3%
Capital outlay	1,376,000	344,000	-	344,000	0%
Non-operating expenses	<u>2,413,745</u>	<u>603,436</u>	<u>489,584</u>	<u>113,852</u>	<u>20%</u>
<i>Total Expenses:</i>	<u>8,986,767</u>	<u>2,246,692</u>	<u>784,515</u>	<u>1,462,177</u>	9%
<i>Change in net assets</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,405,158</u>	<u>\$ 1,405,158</u>	

* 25% of prior year appropriations included as actual revenue.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
------------------------	-----------------------	--------	--	--

Building Permit Fund

Revenue:

Operating revenue	\$ 1,371,462	\$ 342,866	\$ 330,273	\$ (12,593)	24%
Non-operating revenue	<u>440,875</u>	<u>110,219</u>	<u>79,907</u>	<u>(30,312)</u>	<u>18%</u>
Total Revenues:	1,812,337	453,085	410,180	(42,905)	23%

Expenses:

Salaries & related costs	1,155,606	288,902	235,154	53,748	20%
Operating costs	153,201	38,300	34,204	4,096	22%
Pension costs	223,199	55,800	11,236	44,564	5%
Capital outlay	81,770	20,443	-	20,443	0%
Non-operating expenses	<u>198,561</u>	<u>49,640</u>	<u>55,218</u>	<u>(5,578)</u>	<u>28%</u>
Total Expenses:	<u>1,812,337</u>	<u>453,085</u>	<u>335,812</u>	<u>117,273</u>	19%

Change in net assets	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 74,368</u>	<u>\$ 74,368</u>
-----------------------------	--------------------	--------------------	-------------------------	-------------------------

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

	Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
Solid Waste Fund					
Revenue:					
Operating revenue	\$ 8,704,500	\$ 2,176,125	\$ 2,209,893	\$ 33,768	25%
Non-operating revenue	<u>1,162,500</u>	<u>403,125</u>	<u>3,198</u>	<u>(399,927)</u>	<u>0%</u>
<i>Total Revenues:</i>	10,317,000	2,579,250	2,213,091	(366,159)	21%
Expenses:					
Salaries & related costs	2,410,372	602,593	534,965	67,628	22%
Pension costs	508,050	127,013	123,776	3,237	24%
Operating costs	4,054,495	1,013,624	403,585	610,039	10%
Capital outlay	1,733,800	433,450	-	433,450	0%
Non-operating expenses	<u>1,610,283</u>	<u>402,570</u>	<u>389,249</u>	<u>13,321</u>	<u>24%</u>
<i>Total Expenses:</i>	<u>10,317,000</u>	<u>2,579,250</u>	<u>1,451,575</u>	<u>1,127,675</u>	14%
<i>Change in net assets</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 761,516</u>	<u>\$ 761,516</u>	

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
------------------------	-----------------------	--------	--	---

Impact Fees Funds

Revenue:

Operating revenue	<u>\$ 4,650,000</u>	<u>\$ 1,162,500</u>	<u>\$ 637,991</u>	<u>\$ (524,509)</u>	<u>14%</u>
<i>Total Revenues:</i>	4,650,000	1,162,500	637,991	(524,509)	14%

Expenses:

Capital outlay	<u>4,650,000</u>	<u>1,162,500</u>	<u>-</u>	<u>1,162,500</u>	<u>0%</u>
<i>Total Expenses:</i>	<u>4,650,000</u>	<u>1,162,500</u>	<u>-</u>	<u>1,162,500</u>	<u>0%</u>

<i>Change in net assets</i>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 637,991</u></u>	<u><u>\$ 637,991</u></u>	
-----------------------------	--------------------	--------------------	--------------------------	--------------------------	--

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending December 31, 2013
(continued)

Current Year Budget	One Quarter Budget	Actual	Favorable / (Unfavorable) Variance	Percentage of Budget Collected / Spent
------------------------	-----------------------	--------	--	--

Customer Service Fund

Revenue:

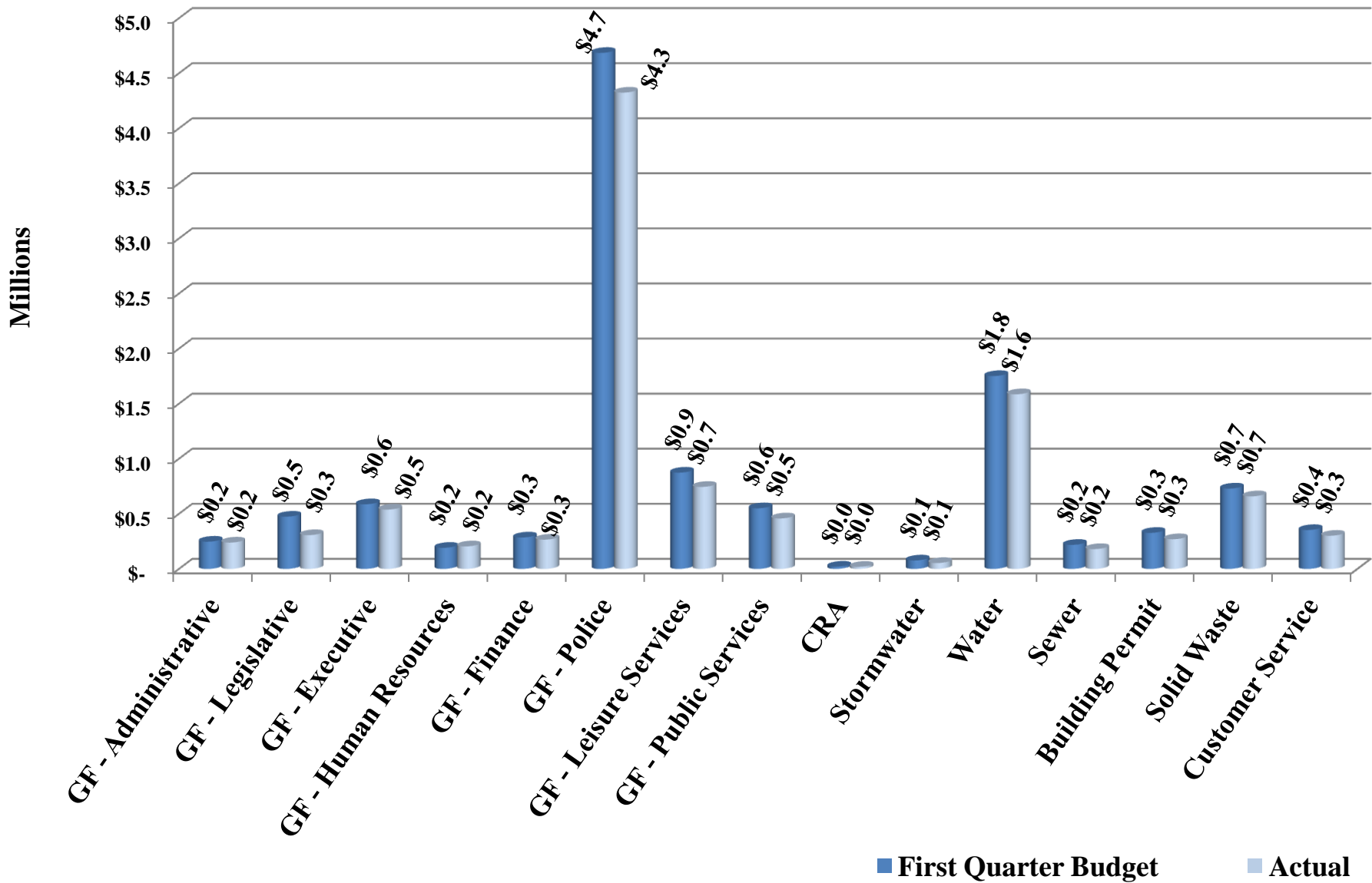
Operating revenue	\$ 1,990,023	\$ 497,506	\$ 497,506	\$ -	25%
Non-operating revenue	<u>35,000</u>	<u>8,750</u>	<u>2,888</u>	<u>(5,862)</u>	<u>8%</u>
Total Revenues:	2,025,023	506,256	500,394	(5,862)	25%

Expenses:

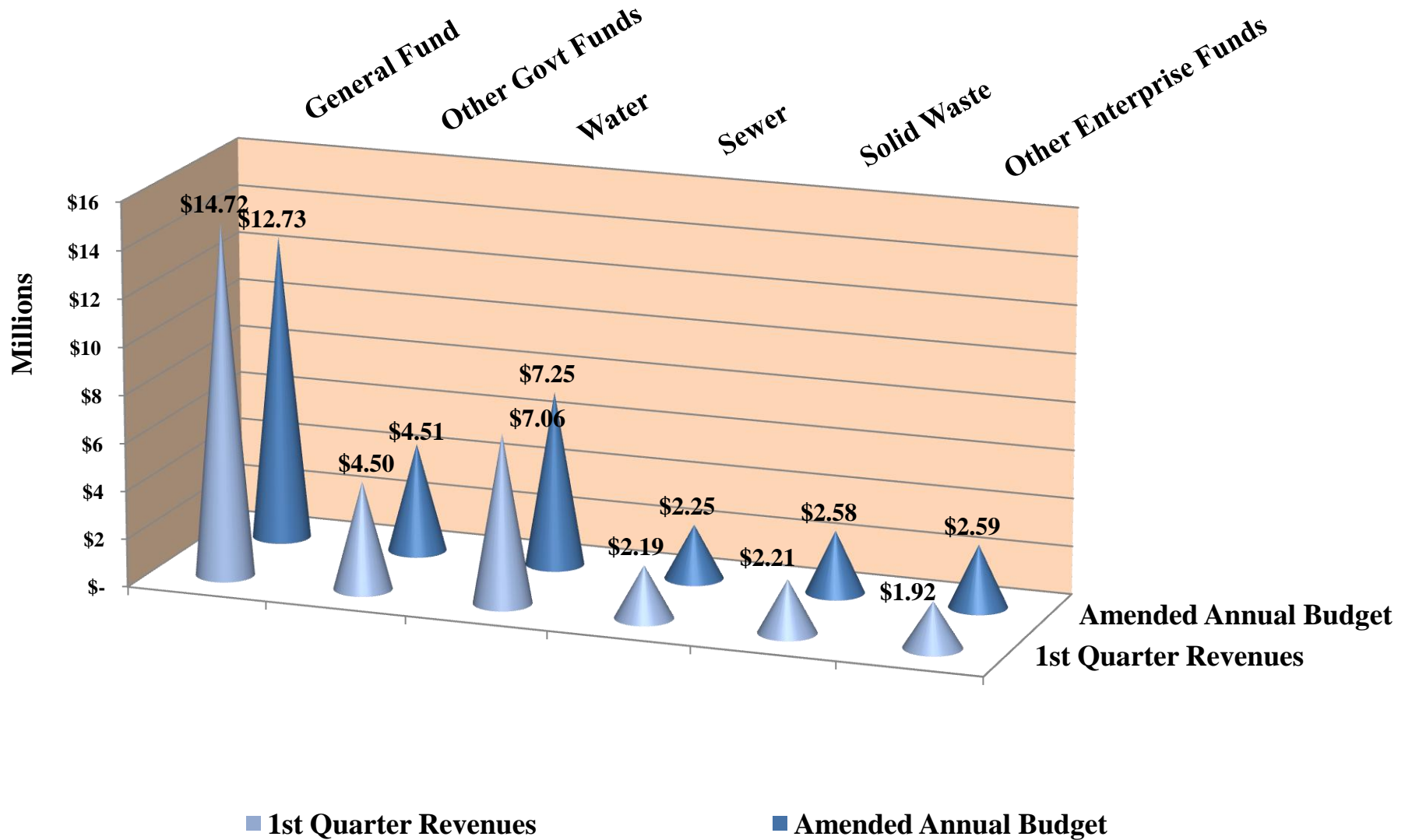
Salaries & related costs	1,226,165	306,541	254,245	52,296	21%
Pension costs	185,838	46,460	46,460	-	25%
Operating costs	511,291	127,823	58,043	69,780	11%
Capital outlay	50,000	12,500	-	12,500	0%
Non-operating expenses	<u>51,729</u>	<u>12,932</u>	<u>51,729</u>	<u>(38,797)</u>	<u>100%</u>
Total Expenses:	<u>2,025,023</u>	<u>506,256</u>	<u>410,477</u>	<u>95,779</u>	20%

Change in net assets	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 89,917</u>	<u>\$ 89,917</u>
-----------------------------	--------------------	--------------------	-------------------------	-------------------------

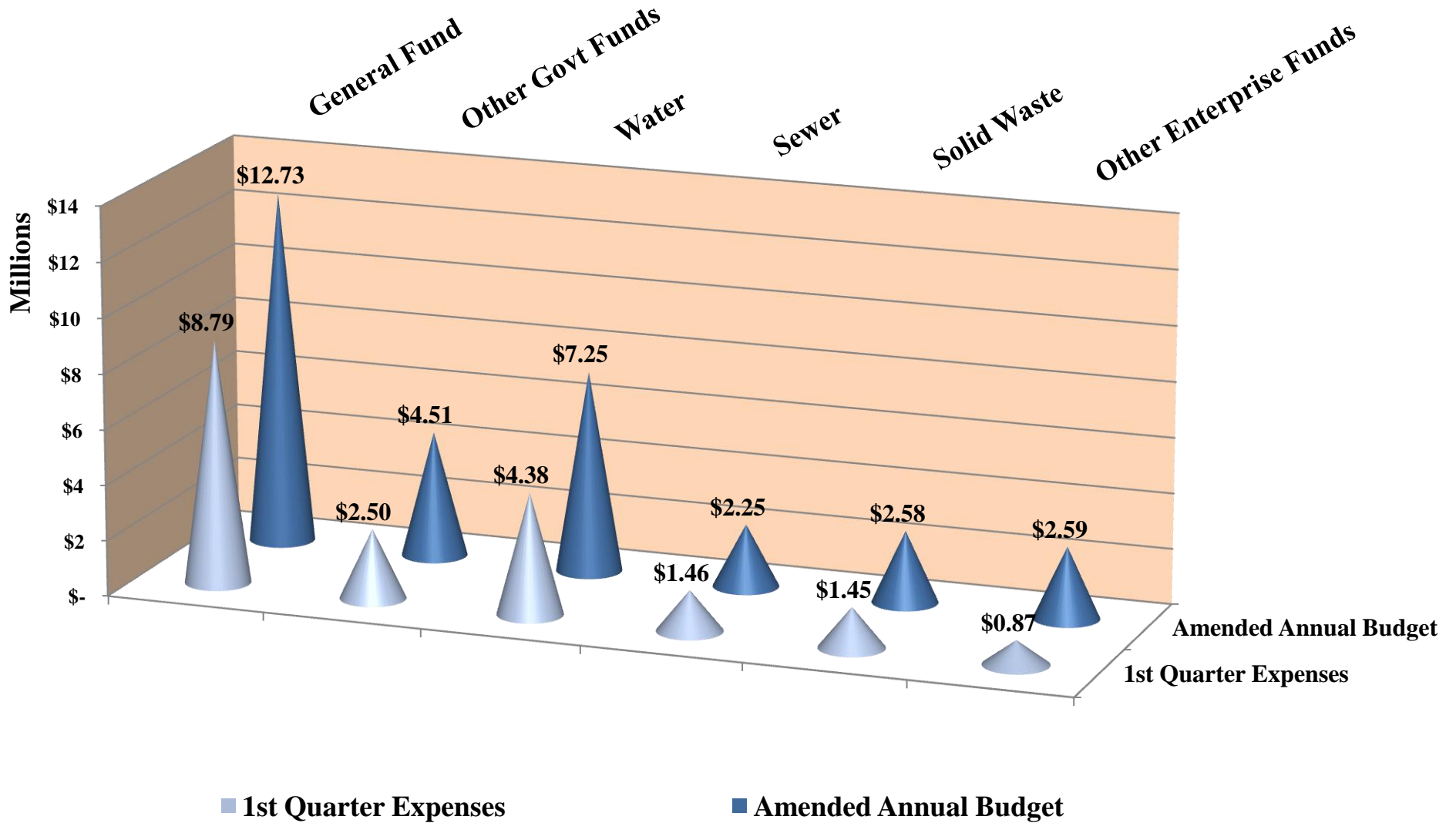
Salaries & Related Costs by Department



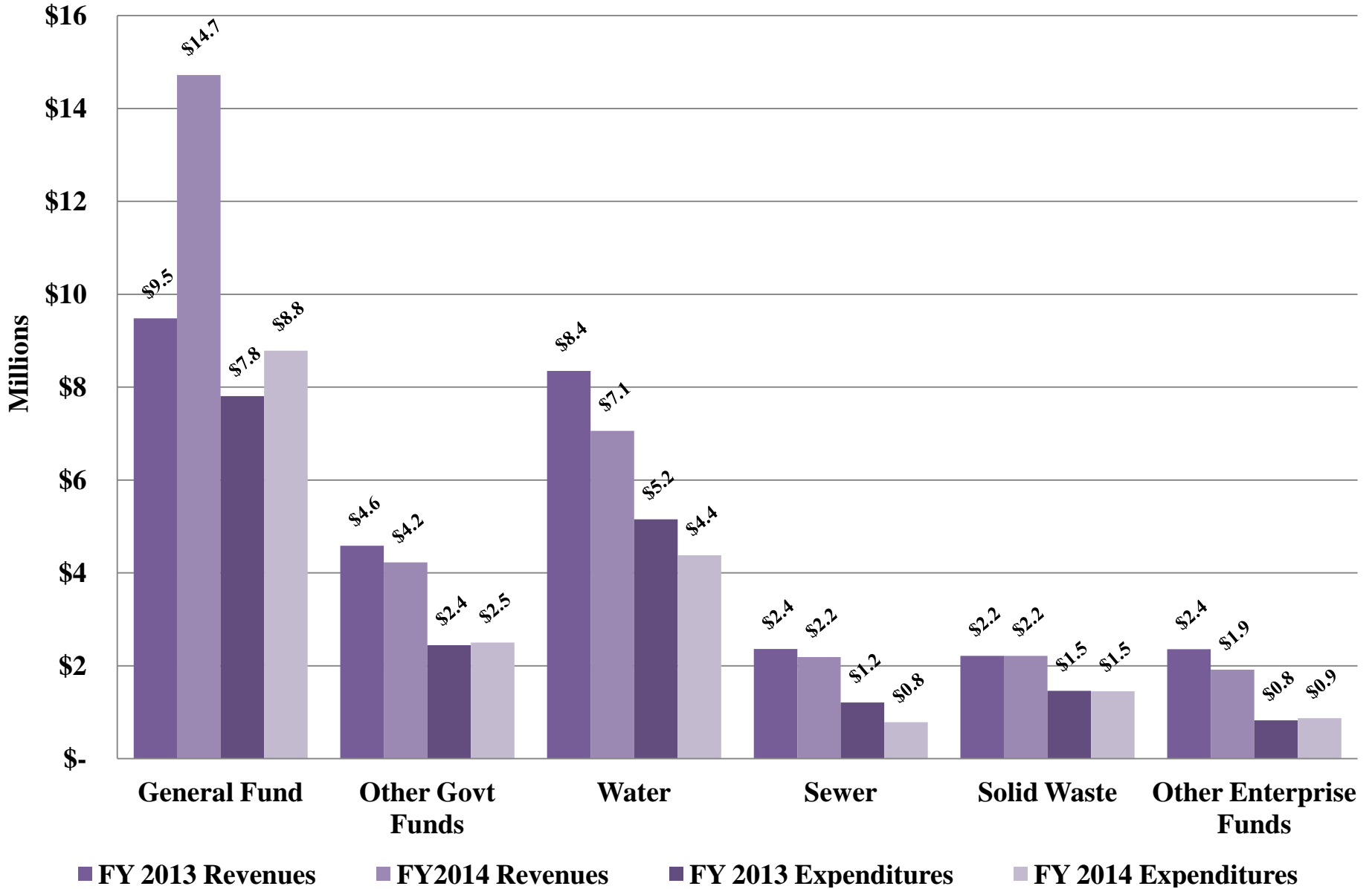
Quarterly Comparison - Revenues



Quarterly Comparison - Expenses

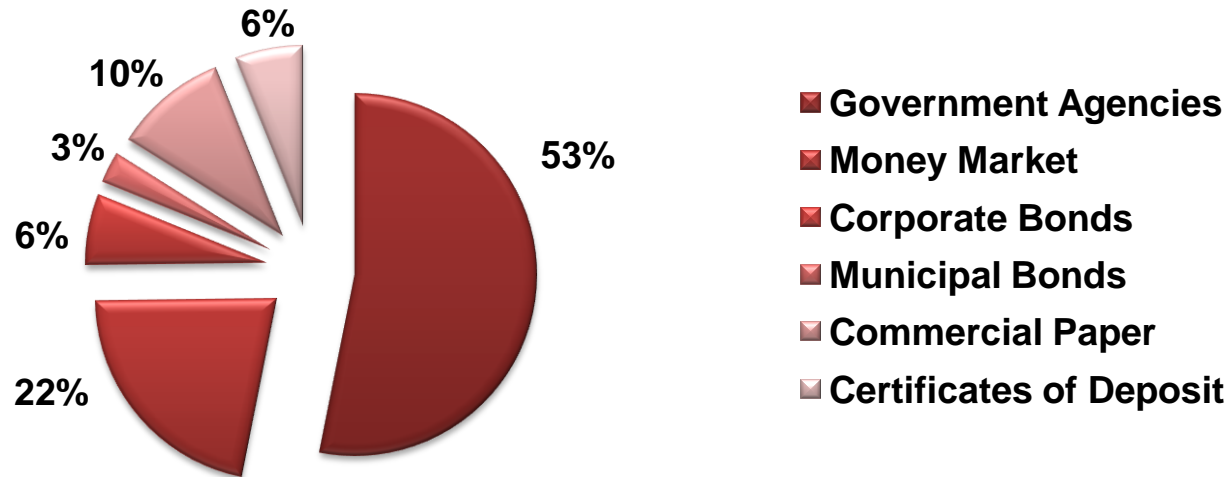


Year over Year Comparison



	Market Value	
	<u>December 31, 2013</u>	<u>September 30, 2013</u>
Government Agencies	\$ 30,242,215	\$ 25,977,853
Money Market	12,344,733	10,366,599
Corporate Bonds	3,582,945	3,589,165
Municipal Bonds	1,598,802	1,618,229
Commercial Paper	5,744,662	3,997,482
Certificates of Deposit	3,420,086	3,498,310
Total	<u>\$ 56,933,443</u>	<u>\$ 49,047,638</u>

Market Value at December 31, 2013





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

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
VIA: Darcee S. Siegel, City Attorney
DATE: Tuesday, February 4, 2014

RE: Litigation List

BACKGROUND ANALYSIS: As of February 4, 2014.

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

[Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: February 4, 2014

LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

III. Other Litigation:

IV. Forfeitures:

* **CNMB v Toronjadze**
\$700.00 in US Currency

V. Mortgage Foreclosures:

FNBNI, LLC v CNMB (Gomez)

DISMISSED

* **M&T Bank v CNMB (Wilson)**

* **Ocean Bank v CNMB (Perez)**

VI. Bankruptcies:

* **Dots LLC/Dots Gifts LLC**



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

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Councilwoman Marlen Martell
VIA: Darcee S. Siegel, City Attorney
Councilwoman Marlen Martell
DATE: Tuesday, February 4, 2014

RE: Ordinance No. 2014-1 (Second and Final Reading)

**BACKGROUND
ANALYSIS:**

In order to operate a business selling, serving or delivering alcoholic beverages in the City of North Miami Beach during the hours from 4:00 a.m. to 6:00 a.m., the business must obtain an extended license from the City Council. Currently, in order to obtain a 4:00 a.m. to 6 a.m. extended license, the only requirement of the business establishment is to first obtain a 2:0 a.m. to 4:00 a.m. license. In order to provide more secure late business operations, a minimum of a six month probationary period is warranted prior to the issuance of a 4:00 a.m. to 6:00 a.m. extended license.

RECOMMENDATION: Approval is recommended.

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

[Ordinance No. 2014-1](#)

ORDINANCE NO. 2014-1

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XII, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING SECTION 12-2.2 ENTITLED "PERMITTED DAYS AND HOURS OF SALE - SUNDAY RESTRICTIONS; HOTELS AND NIGHTCLUBS" BY REQUIRING THAT ANY ESTABLISHMENT REQUESTING A 4:00 A.M. TO 6:00 A.M. LICENSE SHALL FIRST OBTAIN A 2:00 A.M. TO 4:00 A.M. EXTENDED LICENSE FOR A MINIMUM OF SIX (6) MONTHS PRIOR TO ANY CONSIDERATION OF THE 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE; 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, in order to operate a business selling, serving or delivering alcoholic beverages in the City of North Miami Beach during the hours from 4:00 a.m. to 6:00 a.m., the business must obtain an extended license from the City Council; and

WHEREAS, currently, in order to obtain a 4:00 a.m. to 6:00 a.m. extended license, the only requirement of the business establishment is to first obtain a 2:00 a.m. to 4:00 a.m. license; and

WHEREAS, in order to provide more secure late business operations, a minimum of a six (6) month probationary period is warranted prior to the issuance of a 4:00 a.m. to 6:00 a.m. extended license; and

WHEREAS, too often late night businesses have no track-record of good performance and/or compliance with the City's Code of Ordinances; and

ORDINANCE NO. 2014-1

WHEREAS, while the City of North Miami Beach is steadfast in its desire to promote all businesses within the City, its number one goal is to assure safety to all residents and patrons; and

WHEREAS, the Mayor and City Council believe that by obtaining a 2:00 a.m. to 4:00 a.m. license for a minimum six (6) month period prior to applying for a 4:00 a.m. to 6:00 a.m. license will achieve all the safeguards mandated by the probationary period and will be in the best interest for all those living and working in North Miami Beach.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2 C-2 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

2. **The issuance of the business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be obtained for a minimum of six (6) months prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.**

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

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

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

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

APPROVED BY TITLE ONLY on first reading this **7th day of January, 2014.**

APPROVED AND ADOPTED on second reading this ___ day of _____, 2014.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Councilwoman Marlen Martell
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~~.