



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue  
North Miami Beach, FL 33162  
**Tuesday, January 20, 2015**  
**7:30 PM**

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

City Manager Ana M. Garcia  
City Attorney Jose Smith  
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 - TBA**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
  - 5.1 **Recognition of Sonya Thomas for Community Service (Councilwoman Smith)**
  - 5.2 **Business Recognition Big Apple Deli (Councilwoman Spiegel)**
  - 5.3 **Honoring NMB Fire Station 19, 22, and 63 (Ana M. Garcia, City Manager)**
6. **PUBLIC COMMENT**

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

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

## Speaking Before the City Council

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

### Pledge of Civility

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

## 7. APPOINTMENTS

7.1 **Appointing Councilwoman Marlen Martell as Vice Mayor (Pamela L. Latimore, City Clerk)**

## 8. CONSENT AGENDA

8.1 **Regular Council Meeting Minutes of December 2, 2014 (Pamela L. Latimore, City Clerk)**

8.2 **Regular Council Meeting Minutes of December 16, 2014 (Pamela L. Latimore, City Clerk)**

8.3 **Resolution R2015-1 (J. Scott Dennis, Chief of Police)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE TOWN OF GOLDEN BEACH, FLORIDA.**

8.4 **Resolution R2015-2 (J. Scott Dennis, Chief of Police)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE CITY OF MIAMI GARDENS, FLORIDA.**

8.5 **Resolution R-2015-4 (J. Scott Dennis, Chief of Police)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMISSION**

**OF THE FY2015 FLORIDA DEPARTMENT OF LAW ENFORCEMENT, JUSTICE ASSISTANCE GRANT APPLICATION REF# 2015-JAGC-2597; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

**8.6 Resolution No. R2015-5 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO MITIGATE, SATISFY AND EXECUTE LIEN RELEASES IN SETTLEMENT OF CODE ENFORCEMENT LIENS FOR A CODE VIOLATION ON THE PROPERTY LOCATED AT 17960 N.E. 9<sup>th</sup> PLACE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$5,500.**

**8.7 Resolution No. R2015-6 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 1530 N.E. 159<sup>th</sup> STREET, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$7,700.**

**8.8 Resolution No. R2015-7 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 340 N.E. 170<sup>th</sup> STREET, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$4,000.**

**9. CITY MANAGER'S REPORT**

**9.1 Update on Eastern Shores Guard Gate (Mac Serda, Deputy City Manager)**

**10. CITY ATTORNEY'S REPORT**

**10.1 Litigation List (Jose Smith, City Attorney)**

Litigation list as of January 20, 2015

**11. MAYOR'S DISCUSSION**

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

**13. BUSINESS TAX RECEIPTS**

**13.1 SMG Entertainment, Inc. D/B/A Black Diamonds**

Location of applicant requesting the 4 - 6 Extension of Hours: 17450 Biscayne Boulevard, North Miami Beach, FL 33160

14. DISCUSSION ITEMS - *None*

15. LEGISLATION

15.1 Ordinance No. 2015-1 (Second and Final Reading)(Carlos Rivero, City Planner)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND CREATING ARTICLE VIII, SECTION 24-80.5 ENTITLED "ROOFING" BY PERMITTING SINGLE FAMILY HOMES TO HAVE FLAT ROOFS AS LONG AS IT IS AN ARCHITECTURAL DESIGN ELEMENT ONLY, AND NOT PLANNED OR USED AS A ROOFTOP TERRACE FOR RECREATIONAL PURPOSES AND NOT ACCESSIBLE BY ELEVATOR; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

15.2 Ordinance No. 2015-2 (Second and Final Reading)(Carlos Rivero, City Planner)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND ARTICLE VIII, SECTION 24-80 ENTITLED "FENCES, WALLS AND HEDGES" BY CLARIFYING THAT THE HEIGHTS OF ELEVATION OF WALLS AND FENCES SHALL BE MEASURED FROM THE CROWN OF THE ROAD; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

15.3 Ordinance No. 2015-3 (First Reading by Title Only)(Richard Lorber, Assistant City Manager)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AMENDMENTS TO ITS COMPREHENSIVE PLAN INCLUDING TO THE FUTURE LAND USE MAP, TEXT CHANGES TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS; AMENDING THE FULFORD MU/TC, MIXED-USE TOWN CENTER DISTRICT; CREATING THE 163<sup>RD</sup> STREET SOUTH MU/EC, MIXED USE EMPLOYMENT CENTER, 159<sup>TH</sup> STREET MU/EC, MIXED-USE EMPLOYMENT CENTER, WEST DIXIE HIGHWAY MU/NC, MIXED-USE NEIGHBORHOOD CENTER, ARCH CREEK MU/C, MIXED-USE CORRIDOR, NORTHERN MU/WF, MIXED USE WATERFRONT, EASTERN MU/WF, MIXED-USE WATERFRONT, AND SOUTH MU/WF, MIXED USE WATERFRONT OVERLAY DISTRICTS; AMENDING THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY AND APPLY THE OVERLAY DESIGNATIONS TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT "A"); PROVIDING FOR CERTIFIED COPIES OF THIS ORDINANCE AND COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF



**NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**15.4 Resolution No. R2015-3 (Esmond Scott, Director of Public Works)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A LANDSCAPE, LIGHTING AND MAINTENANCE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE CITY OF NORTH MIAMI; PROVIDING THE TERMS AND CONDITIONS FOR THE ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES AND BEAUTIFICATION IMPROVEMENTS FROM THE CITY OF NORTH MIAMI TO THE CITY OF NORTH MIAMI BEACH ON A PORTION OF STATE ROAD 826 BETWEEN BISCAYNE BOULEVARD AND SUNNY ISLES CAUSEWAY AND SITUATED WITHIN NORTH MIAMI CITY LIMITS.**

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, February 3, 2015**

**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:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Regular Council Meeting Minutes of December 2, 2014 (Pamela L. Latimore, City Clerk)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▢ [Regular Council Meeting Minutes of December 2, 2014](#)



## **CITY OF NORTH MIAMI BEACH**

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, December 2<sup>nd</sup>, 2014**  
**7:30 PM**

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

City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

### **REGULAR MEETING MINUTES**

---

#### **ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:33 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, Council Members Anthony F. DeFillipo, Marlen Martell, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore. Councilman Frantz Pierre was not present.

**INVOCATION** by Reverend Nathan Adams of Fulford United Methodist Church.

**PLEDGE OF ALLEGIANCE** was lead by Mayor and Council.

#### **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

Request to use the City Seal by Pearl Girlz Inc. was added to the City Manager's Report.  
Request to table item 14.1 by City Manager Garcia, the item was heard by consensus of Council.

#### **APPOINTMENTS:**

**Appointing Paule Villard to the Commission on the Status of Women (Councilwoman Beth Spiegel)**

**Motion to appoint** Paule Villard to the Commission on the Status of Women was made by Councilwoman Spiegel, seconded by Councilwoman Smith. **Motion Passed 6-0** Councilman Pierre was not present.

## **Appointing Tricia M. Harris to the Commission on the Status of Women (Councilwoman Beth Spiegel)**

**Motion to appoint** Tricia Harris to the Commission on the Status of Women was made by Councilwoman Spiegel, seconded by Councilman DeFillipo. **Motion passed 6-0** Councilman Pierre was absent.

Councilwoman Spiegel urged interested residents to join the Commission on the Status of Women

## **PRESENTATIONS/DISCUSSIONS**

### **NMB Masters Fencing Club Demonstration**

A short sparring competition was presented by members of the fencing club.

### **Presentation by NMB Little League**

Paul Bianco spoke on behalf of NMB Little League and thanked Council for their continued support. He provided information about the league and encouraged families to participate.

### **Honoring Miami Dade Commissioner Jean Monestime (Mayor George Vallejo)**

Chief of Staff Gerard Philippeaux appeared on behalf of Commissioner Monestime to accept a proclamation presented by the mayor. Miami Dade Commissioner Monestime was voted in as Chairman of the Commission. He is the first Haitian American appointed to that position on the Miami Dade County Commission.

Mr. Philippeaux thanked Council for honoring Commissioner Monestime and assured the public that they would continue working hard to represent them.

### **Proclamation Honoring Wal-Mart (Councilman DeFillipo)**

Councilman DeFillipo made remarks praising the company for partnering with the City on various projects and for being an outstanding corporate citizen.

### **Honoring Home Depot (Greg Williams)**

Greg Williams presented representatives from Home Depot with certificates recognizing their efforts in supporting and assisting the City. Store managers Carrie Jean and Mauricio Rojas were on hand to accept the award.

### **Chief's Meritorious Public Service Award (Chief J. Scott Dennis)**

Chief Dennis gave an account of the events that lead to the recognition of Mark Joseph, the recipient and thanked him for his bravery and assistance. Mr. Joseph accepted the award which he then presented to his son. Mr. Joseph thanked the chief.

## **Recognition of Retirements and Officer Introductions (Chief J. Scott Dennis)**

Chief Dennis recognized retiring Community Service Officer Hillary Greenberg for her service and outstanding tenure. Officer Greenberg thanked the chief, police department, and the City for her recognition.

Chief Dennis welcomed newly sworn officers Ingrid Cabrera and Jose Maya to the department and praised their performance.

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. Stuart Reed – 301 West Hallandale Beach Boulevard, Hallandale Beach, FL
2. Yaxley Jamison – 1538 NE 152<sup>nd</sup> Street, North Miami Beach, FL
3. Charles Baron – 17890 West Dixie Highway, North Miami Beach, FL
4. Sarah Franco Gherman – 1100 NE 163<sup>rd</sup> Street, North Miami Beach, FL
5. Joe Paglino – 1270 NE 162<sup>nd</sup> Street, North Miami Beach, FL

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

## **CONSENT AGENDA**

### **Resolution No. R2014-62 (Chief J. Scott Dennis)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH MIAMI-DADE COUNTY FOR THE MULTI-AGENCY GANG TASK FORCE, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY.**

### **Regular Meeting Minutes November 4, 20104 (Pamela L. Latimore, City Clerk)**

**Motion to approve** the Consent Agenda was made by Councilman DeFillipo, seconded by Vice Mayor Kramer. **Motion passed 6-0** Councilman Pierre was not present.

City Attorney Smith read the items into the record.

## **CITY MANAGER'S REPORT**

City Manager Garcia briefed Council on an update from the Miami Dade Public School Board regarding the progress being made at the schools in the City. She thanked Council for their support of the internship program sponsored by Miami Dade Public Schools. She informed residents on the upcoming Snowfest and menorah lighting events taking place in the coming weeks. City Manager Garcia reminded residents about

the clean up event taking place in Highland Village an encouraged participation. She requested permission for Pearl Girlz Inc. to use the City Seal for a commencement ceremony. She announced Eyes on NMB being organized by Director of Public Works Esmond Scott taking place on Friday, December 5<sup>th</sup> with a focus on Eastern Shores.

**Motion to approve** the use of the City Seal by Pearl Girlz Inc. was made by Councilwoman Smith, seconded by Councilwoman Martell. **Motion Passed 6-0** Councilman Pierre was absent.

## **CITY ATTORNEY'S REPORT**

City Attorney Smith informed Council of the updates to the pending litigation matters included in their packets.

### **Litigation List**

As of December 2, 2014

**MAYOR'S DISCUSSION:** There was no mayor's discussion

**MISCELLANEOUS ITEMS:** There were no items for discussion

**BUSINESS TAX RECEIPTS:** There were no business tax receipts.

### **DISCUSSION ITEMS:**

#### **Council Meeting Structure (Councilwoman Marlen Martell)**

Councilwoman Martell discussed meeting efficiency and proposed changes to maximize time. Council discussed the matter and how best to proceed.

**Motion to approve** moving presentations for Council Meetings from 7:30 p.m. to 7:00 p.m. and moving presentations into one monthly slot was made by Councilwoman Martell, seconded by Councilwoman Kramer. **Motion passed 6-0** Councilman Pierre was not present.

#### **Gateway Designs (Vice Mayor Barbara Kramer)**

Vice Mayor Kramer brought forth several proposed designs for fixtures to be erected at various entry points throughout the City. She displayed them for the public to see and gave information on the concepts and the vision. Council held a discussion regarding the designs. The item was assigned to staff to be completed and brought before Council for briefing at a later date.

### **LEGISLATION:**

#### **Braha-Dixie, LLC Rehearing for Jennings Disclosure**

City Attorney Smith provided a detailed explanation of the item, providing a summary of the arguments presented by the litigants and the ruling of the court. Reading from the order, City Attorney Smith explained why the Jennings Disclosure had to be set for rehearing. He gave Council direction on how to proceed with their disclosures.

**JENNINGS DISCLOSURE:** DeFillipo – **Contact**, Kramer – **Contact**, Martell- **Contact**, Spiegel – **Contact**, Pierre – **Not Present**, Smith – **Contact**, Vallejo – **Contact**

**Councilwoman Smith:** Stated she had communication with Jodi Siegel about the project in reference to the project. Spoke with owner Tommy Cortez about the project and investing in North Miami Beach. Spoke with Keith Donner in reference to how great the project would be. She stated she spoke with Robert Taylor, resident and former councilman about the height and potential impact to neighbors. She stated she spoke with Mr. Lasher, specialist for the hotels about number of rooms and the minimum necessity to attract a major hotel chain. She stated she spoke to attorney Rod Feiner about the project and spoke with a traffic specialist in reference to the study and impact to the community. She stated she spoke with various members of the public on both sides of issue. She stated she spoke with developer of Marina Grande and Mr. Goldman one of the owners along with Mr. Mackin.

**Councilwoman Spiegel:** Stated that she spoke with Keith Donner about traffic impact. Met with Rod Feiner, a hotel representative, and one of the developers who brought their plans and explained how they wanted to proceed characterizing it as a one way conversation. She stated she spoke to Robert Taylor, received a letter from Kim Lumpkin which indicated her opposition to the project. She stated she had numerous conversations with residents she encountered in Sunray East while campaigning, explaining her vote and rationale. She stated she spoke with Mr. Crowder and members of Redevelopment Management Associates (RMA) regarding the compensation plan and adjusting planning and zoning restrictions to make them more business friendly in the city. She stated she watched a presentation at the planning and zoning meeting as she is liaison on that board. She stated that she spoke with Mr. Mackin who thanked her for recognizing the need to grow business in the city. She stated she discussed the traffic studies with various residents and advised them to contact their commissioner. She stated she spoke with residents about the unity of title and the significance thereof. She stated that she received emails from concerned parties opposed to the project, (no names mentioned).

**Mayor Vallejo:** Stated he spoke with attorney Jodi Siegel and Tommy Cortez as part of an initial meeting to bring forth plans for the project. He stated he spoke with Ralph Braha, Keith Donner, and a hotel expert (no name given) and discussed specifics and the benefits to the community. He stated he spoke with Robert Taylor who was in opposition. He stated he spoke with Natasha Alfonso from RMA and how it would be complimentary with the development occurring close by. He stated he spoke with Neil Fehrman about the project as his was already under discussion. He stated he spoke with Jarret Gross, Bruce Lamberto, and Yona Lunger in regards to the status of the project. He stated that he received emails in opposition citing environmental, aesthetic, and traffic concerns. He stated he spoke with Rod Feiner about the agreement capping the height to appease detractors. He mentioned several emails were responded via phone call (names unspecified) to clarify erroneous information.

9:31 p.m. Councilwoman Smith exits dais

**Vice Mayor Kramer:** Stated she received emails both in support of and in opposition to the project. She stated she spoke with Jodi Siegel about the scope of the project. She stated that she spoke with Tommy Cortez about the project and that she spoke at length with Keith Donner about the project and the building height along with the traffic. She mentioned a trip to Greynolds Park with resident Mubarak Kazan to evaluate how the construction of the hotel would affect the park in terms of building height and what would be visible from the park. She stated she spoke to associates from RMA about whether or not the location was

ideal and about the building design. She mentioned the Face book posts she made about lifelong residents and discussing the hotel project and about positive development in the city for tax revenue. She stated she spoke to Janie Greenleaf, Stephanie Kienzle, Bruce Lamberto Alison Robie, and Chuck Cook. She stated that location, design, and wildlife characterized the content of the residents. She stated that she expressed that she didn't want a "cookie cutter" design on the building and wanted something unique.

**Councilwoman Martell:** Stated she spoke with Jodi Siegel about general information about the project, spoke with Tommy Cortez briefly, spoke with Keith Donner in depth about height, and which chain would operate it and that she wanted to ensure that the agreement between the site and chain was binding. She stated that she spoke with Robert Taylor about impact on the park while at the park. She stated that she spoke with Evan Ross and had a general conversation about the hotel jurisdictional issues. She stated she spoke with Bruce Lamberto and Mubarak Kazan having general discussions about the project. She mentioned that she received emails about environmental concerns and aesthetic concerns. Spoke to a councilperson in a different municipality about how development was necessary. She spoke about buffers and landscaping and how important that was as an issue.

**Councilman DeFillipo:** Stated he received mail from Kim Lumpkin opposing project. He stated he spoke with Neil Fehrman from Marina Grande in reference to how it would improve the area and corridors they occupy. He stated he spoke with Janie Greenleaf, president at the Spanish Monastery in addition to their pastor (unnamed). He stated he spoke with Jarret Gross and Yona Lunger who spoke in support of the project and with Keith Donner who spoke with him about the project in terms of impact. He stated he spoke with Tommy Cortez about potential and the benefits. He stated he spoke with unnamed individual and addressed concerns that the park would be removed.

9:45 Mayor Vallejo called for a recess

10:01 the meeting resumed.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

**City Clerk Latimore swore the speakers in.**

The following persons made comments on the record:

1. Stuart Reed- 301 West Hallandale Beach Boulevard, Hallandale Beach, FL
2. Rod Feiner- 1404 South Andrews Avenue, Fort Lauderdale, FL (for applicant)
3. Chuck Cook- 1980 NE 175<sup>th</sup> Street, North Miami Beach, FL
4. Kim Lumpkin- 14060 Biscayne Blvd, North Miami, FL
5. Sarah Franco Gherman – 1920 NE 193<sup>rd</sup> Street, Miami, FL
6. Michael Gherman- 1920 NE 193<sup>rd</sup> Street, Miami, FL
7. Elena Castro Moran- 247 NE 107<sup>th</sup> Street, Miami, FL
8. John Camacho- 1170 NE 133<sup>rd</sup> Street, Miami, FL
9. Tom Gilfoy- 1401 NE 178<sup>th</sup> Street, Miami, FL
10. Jack Lieberman- 2040 NE 163<sup>rd</sup> Street, Miami, FL
11. Muriel Kemp- 1479 NE 178<sup>th</sup> Street, Miami, FL
12. Michelle Rauscher- 2209 Monroe Street, Hollywood, FL
13. Charles Baron- 18321 West Dixie Highway, Miami, FL



Mayor Vallejo closed the **PUBLIC HEARING**.

Attorneys Stuart Reed and Rod Feiner presented their cases before Council arguing their respective positions on the issue. City Attorney Smith advised Council on how best to proceed with the quasi judicial hearing and the vote. Council asserted for the record that their individual votes were not nor would be influenced by ex parte communications.

Council discussed the matter.

**Motion to approve** site plan approval consistent with the application that had been made by the applicant made by Councilwoman Smith, seconded by Councilwoman Martell.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell-Yes, Pierre – Not Present, Smith – Not Present, Spiegel - Yes Vallejo – Yes (Passed 5 – 0)

**Motion to approve** conditional use pursuant to the code for the operation of a 275 room hotel as described in the resolution and legal description and to also confirm any prior conditions or limitations considered and approved at the previous meeting site made by Councilwoman DeFillipo, seconded by Councilwoman Martell.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell-Yes, Pierre –Not Present, Smith – Not Present, Spiegel - Yes Vallejo – Yes (Passed 5 – 0)

**Ordinance No. 2014-11 (Councilwoman Marlen Martell)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES ENTITLED “STRUCTURE OF CITY GOVERNMENT” TO ADD SECTION 2-34, ENTITLED “EDUCATION COMMITTEE” CREATING AN EDUCATION COMMITTEE AND PROVIDING FOR ITS PURPOSE, POWERS, AND APPOINTMENT; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

The following persons made comments on the record:

There were no speakers on the item.

Mayor Vallejo closed the **PUBLIC HEARING**.

**Motion to approve** Ordinance No. 2014-11 as amended made by Councilwoman Kramer, seconded by Councilman DeFillipo.

**ROLL CALL VOTE:** DeFillipo – Yes, Kramer – Yes, Martell – Yes, Pierre – Not Present, Smith – Not Present, Spiegel – No Vallejo – Yes (Passed 4 – 1)

## CITY COUNCIL REPORTS

**Councilman DeFillipo** thanked residents for attending the meeting and their participation. He thanked volunteers and staff for their role in the turkey drive.

**Vice Mayor Kramer** echoed Councilman DeFillipo's statements and expressed her satisfaction with those who came out for the tree lighting.

**Councilwoman Martell** expressed the importance of giving during the holiday season. She encouraged residents and businesses to donate to the toy drive being operated by the police department. She advised residents to be vigilant while shopping to be safe from crime. She wished Councilman DeFillipo and Larry Kramer a happy birthday.

**Councilwoman Spiegel** thanked viewers and those who participated in the meeting. She advised residents to use caution while shopping. She announced planning and zoning meeting dates and times and reminded residents about recycling.

**Mayor Vallejo** wished Councilman DeFillipo and Larry Kramer a happy birthday. He invited residents to participate in the cleanup efforts taking place in Highland Village and at the various community meetings for the parks master plan. He reminded residents about Snow Fest and the Menorah lighting and urged them to participate. He thanked the residents for their comments during Public Comments, the staff, and the council for their patience and professionalism in dealing with contentious issues.

**Next Council Meeting Date:** December 16, 2014

## ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:58 p.m.

ATTEST:

(SEAL)

---

Pamela L. Latimore, CMC



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:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Regular Council Meeting Minutes of December 16, 2014  
(Pamela L. Latimore, City Clerk)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▢ [Regular Council Meeting Minutes of December 16, 2014](#)



## **CITY OF NORTH MIAMI BEACH**

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, December 16<sup>th</sup>, 2014**  
**7:30 PM**

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

City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

### **REGULAR MEETING MINUTES**

---

#### **ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:38 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, Council Members Anthony F. DeFillipo, Marlen Martell, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore. Councilman Frantz Pierre was absent

**INVOCATION** by City Clerk Pamela L. Latimore

**PLEDGE OF ALLEGIANCE** was lead by Mayor and Council.

#### **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

**Resolution No. R2014-66 (Barbara Trinko, Finance Director)** was pulled for discussion by Councilwoman Spiegel.

**Resolution No. R2014-67 (Jose Smith, City Attorney)** was tabled for a subsequent meeting by the City Manager's office.

**APPOINTMENTS:** There were no appointments.

#### **PRESENTATIONS/DISCUSSIONS**

**Business Recognition M&M Title Company (Councilwoman Smith)**

Councilwoman Smith introduced the owner of M&M Title Incorporated Marilyn Steele and her sister Carol and spoke about the company, praising their track record. She presented Marilyn with an award and thanked her for loyalty to the community. Mrs. Steele accepted the award and thanked Councilwoman Smith.

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. Joe Paglino - 1270 NE 162<sup>nd</sup> Street, North Miami Beach, FL
2. Nancy Weiner- 1280 NE 162<sup>nd</sup> Street, North Miami Beach, FL
3. Yona Lunger – 1870 NE 171<sup>st</sup> Street, North Miami Beach, FL
4. Roland Veilleux – 13730 Highland Drive, North Miami Beach, FL
5. Ketley Joachim – 210 NE 170<sup>th</sup> Street, North Miami Beach, FL
6. Terrance Camenzuli- 17151 NE 17<sup>th</sup> Avenue, North Miami Beach, FL

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

## **CONSENT AGENDA**

### **Regular Meeting Minutes November 18, 2014 (City Clerk Pamela L. Latimore)**

#### **Resolution No. R2014-64 (Rose Amberson, Human Resources Director)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING MODIFICATIONS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND NORTH MIAMI BEACH, CITY EMPLOYEES LOCAL 3293, AFSCME, PURSUANT TO A REOPENER OF THE AGREEMENT.**

#### **Resolution No. R2014-65 (J. Scott Dennis, Chief of Police and Brian O'Connor, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH MICROSECURITY, INC. TO FURNISH AND INSTALL A NEW DOOR SECURITY ACCESS SYSTEM FOR THE NORTH MIAMI BEACH POLICE DEPARTMENT.**

#### **Resolution No. R2014-69 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 1510 N.E. 162<sup>nd</sup> STREET, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$10,000.**

**Resolution No. R2014-70 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 15651 N.E. 15th AVENUE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$9,000.**

**Motion to approve** the Consent Agenda was made by Councilman DeFillipo, seconded by Vice Mayor Kramer. **Motion passed 6-0** Councilman Pierre was absent.

City Attorney Smith read the items into the record.

**CITY MANAGER'S REPORT**

City Manager Garcia informed Council of a time frame for the zoning and comprehensive plan initiative and that it was posted online. She turned over the floor to Assistant City Manager Lorber to deliver a report regarding noise complaints at Bamboo Gardens, a restaurant within the City. Assistant City Manager Lorber provided some background and informed Council of the actions taken by the manager's office to address resident concerns.

City Attorney Smith voiced his support for the actions and position taken by Assistant City Manager Lorber. He provided case law and mentioned legal precedent for the steps recommended for the City in regards to enforcement of code and noise violations.

City Manager Garcia updated Council on a memo of understanding (MOU) with the City of North Miami. After the North Miami City Council voted to cede a median to the city of North Miami Beach, there was an agreement for North Miami Beach to assume the maintenance and upkeep of the median.

City Manager Garcia requested use of the City Seal for Councilwoman Martell's Neighbors to Neighbors Facebook page. Council discussed the request and the use of the seal on Facebook. Council discussed the issue before voting.

**Motion to approve** the use of the City Seal by Neighbors to Neighbors was made by Vice Mayor Kramer, seconded by Councilman DeFillipo. **Motion passed 4-2 (Dissenting Spiegel, Smith)** Councilman Pierre was absent.

City Manager Garcia updated Council on the proposal from Boca Juniors and their intentions to advertise the bid submitted by the company. City Attorney Smith explained the details of the process and how it was addressed by Florida statutes. Council discussed the proposal at length and asked questions of City Attorney Smith and City Manager Garcia. Chief Procurement Officer Brian O'Connor explained what the procurement process would be and answered questions from Council.

**Motion to authorize** the City Manager to publish a notice of an unsolicited proposal by Soccer Development Group was made by Councilwoman Martell, seconded by Councilwoman Smith. **Motion Passed 6-0**

Councilman Pierre was absent. (A representative from Soccer Development Group, Javier Vasquez of Berger Singerman made comments on the record.)

## **CITY ATTORNEY'S REPORT**

City Attorney Smith informed Council that the City had prevailed in a matter involving rezoning on the Braha Dixie project. He informed them of the appeal to that decision but expressed optimism at the likelihood of the appeal being denied.

### **Litigation List**

As of December 16, 2014

### **MAYOR'S DISCUSSION:**

Mayor Vallejo commended City Manager and staff on their efforts in the Highland Village cleanup. He praised the direction the City has taken over the course of the year and expressed his satisfaction. He praised staff for the success of the Snowfest event. He pointed out the cultural diversity of the City and how well represented many different groups were unified in celebrating the holidays. He praised his colleagues on the Council and thanked them for their determination and resolve. He read into the record an email he sent to the charter officers that highlighted the polarizing nature of change but to maintain their steadfastness in moving forward in addition to a quote from President Theodore Roosevelt.

### **MISCELLANEOUS ITEMS:**

City Clerk Latimore requested a vote approving the Council meeting dates for 2015.

**Motion to approve** the meeting dates for 2015 was made by Councilwoman Martell, seconded by Vice Mayor Kramer. **Motion passed 6-0** Councilman Pierre was absent.

**BUSINESS TAX RECEIPTS:** There were no business tax receipts.

### **DISCUSSION ITEMS:**

Councilwoman Spiegel informed Council that the police and fire trustees had elected to ignore Ordinance 2013-20. Council discussed the implications of their actions and how best to proceed. City Attorney Smith requested authorization from Council to file suit against the pension board in order to receive a court order commanding them to comply.

**Motion to approve** filing suit against the police and fire pension board by Vice Mayor Kramer, seconded by Councilwoman Martell. **Motion passed 6-0** Councilman Pierre was absent.

### **LEGISLATION:**

#### **8.4 Resolution No. R2014-66 (Barbara Trinka, Finance Director)**

#### **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RENEWAL OF THE ENGAGEMENT LETTER WITH THE SHARPTON GROUP, P.A. IN ACCORDANCE WITH THE AUDITOR SELECTION COMMITTEE PROCESS FOR INDEPENDENT FINANCIAL AUDITING SERVICES**

Finance Director Barbara Trinka gave a short presentation on the resolution and explained the changes in the firm that performs the City's audits. Council discussed the cost of the contract and made queries about the increase in fees. Director Trinka answered questions from Council and provided details about the nature of the work being performed. Kevin Adderly, auditing director for the Sharpton Group was there representing the firm and gave further details on the change in ownership assuring the City it would have no bearing on the work performed.

(This item was pulled from the Consent Agenda for discussion by Councilwoman Spiegel.)

**Motion to approve** Resolution No. R2014-66 was made by Councilwoman Martell, seconded by Councilman DeFillipo. **Motion passed 6-0** Councilman Pierre was absent.

#### **Resolution No. R2014-68 (Jose Smith, City Attorney)**

#### **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A POLICY GOVERNING CHARITABLE DONATIONS MADE BY THE MAYOR AND CITY COUNCIL.**

City Attorney Smith read the item into the record and provided a brief explanation of the resolution. Assistant City Manager Mac Serda explained the nature of the policy and how it would be developed by the resolution. Council discussed the resolution and asked questions of Assistant City Manager Serda and City Attorney Smith who both provided clarifying remarks.

**Motion to approve** Resolution No. R2014-68 was made by Councilwoman Martell, seconded by Councilman DeFillipo **Motion Passed 6-0** Councilman Pierre was absent.

#### **CITY COUNCIL REPORTS**

City Clerk Latimore read into the record a letter from Councilman Pierre attributing his absence from the meeting to hospitalization and direction from his physician. He assured Council and residents that he remained committed to serve and looked forward to rejoining his colleagues. He sent his holiday wishes.

**Councilman DeFillipo** informed residents of the dedication of Coach Blache Street in front of Ojus Elementary in honor of the late educator. He thanked staff for their efforts and performance and thanked his colleagues for their work over the past year. He lauded the progress that was taking place in the City and offered praise to the various different departments.

**Vice Mayor Kramer** reiterated the comments from Councilman DeFillipo; she expressed her satisfaction at the direction of the City under the leadership of City Manager Garcia. She commended City Attorney Smith



and City Clerk Latimore along with their staff. She praised the Snowfest event and the decision to move the venue.

**Councilwoman Martell** outlined the accomplishments made by Council and staff and praised the cooperation of her colleagues and their spirit of teamwork. She shared her elation about the Snowfest and the efforts of all the departments that collaborated to make it possible. She thanked Joyce Davis of the Pearl Girlz organization for the work she did with the group of girls she mentors. She reminded residents about her Neighbors to Neighbors website and urged them to stay connected and get involved. She wished everyone a happy holiday.

**Councilwoman Smith** urged residents to be vigilant during the holiday season with their belongings and holiday shopping. She praised Parks and Recreation Education and Culture Director Paulette Murphy for orchestrating a successful Snowfest. She spoke about all of the departments in the City and how good of a job they were all doing. She reminded residents to sign up early for senior citizen functions as they fill up quickly. She urged everyone to donate to the Christmas breakfast taking place at Highland Village and wished Councilman Pierre a speedy recovery.

**Councilwoman Spiegel** echoed the statements from her colleagues. She lamented the fact that she would miss key events due to conflicts in her scheduled but assured residents of her dedication to the City. She told residents to mark their calendars for the second annual Heart Health Walk on February 28, 2015. She reminded residents about the recycling. She wished a happy holiday to residents of all faiths.

**Mayor Vallejo** thanked Councilman DeFillipo for his gracious comments and reminded residents about the dedication of a roadway for Senator Ron Silver. He thanked the charter officers for their roles in enhancing the culture at the City. He assured residents that 2015 would be a banner year as they began implementing the policies set in 2014. He wished residents a happy holiday.

**Next Council Meeting Date:** January 6, 2015

## **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 10:56 p.m.

ATTEST:

(SEAL)

---

Pamela L. Latimore, CMC



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:** J. Scott Dennis, Chief of Police  
Harvette Sears Smith, Accreditation Manager  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution R2015-1 (J. Scott Dennis, Chief of Police)

---

**BACKGROUND ANALYSIS:** Pursuant to City directives and policy, the Mutual Aid Agreements (MAA) between the North Miami Beach Police Department (NMBPD) and our partnering agencies will be presented to Council. Attached you will find an MAA renewing the ongoing relationship and agreements between the NMBPD and the Town of Golden Beach Police Department. This agreement follows Florida State Statutes Chapter 23.1225 and allows for the legal authority to render and/or receive aid to and from the concerned Departments. MAA's are written authority given from one agency to another to convey the statutory authorities to conduct law enforcement activities outside of one of the agency's jurisdiction. These agreements and arrangements are necessary for the day to day operations of the Departments.

**RECOMMENDATION:** Approval of the Mutual Aid Agreement with The Town of Golden Beach Police Department is recommended.

**FISCAL/BUDGETARY IMPACT:** None. Our existing Mutual Aid Agreement is longstanding and approval to renew the agreement will have no fiscal impact on our operation.

---

**ATTACHMENTS:**

- ❑ [Resolution R2015-1](#)
- ❑ [Mutual Aid Agreement R2015-1 Golden Beach](#)

**RESOLUTION NO. R2015-1**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE TOWN OF GOLDEN BEACH, FLORIDA.**

**WHEREAS**, it is the responsibility of the respective governments of the City of North Miami Beach and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, the existence of, and continuing possibility that there may be the occurrence of law enforcement problems, and other natural and man-made conditions which are, or likely to be, beyond the control of services, personnel, equipment, or facilities of the City of North Miami Beach Police Department and the Town of Golden Beach Police Department; and

**WHEREAS**, it is necessary to ensure that these law enforcement agencies will have adequate resources to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Miami Beach, and the Town of Golden Beach, Florida; and

**WHEREAS**, the City of North Miami Beach and the Town of Golden Beach have the authority under Chapter 23 of the Florida Statutes, known as the “Florida Mutual Aid Act,” to

enter into the attached Voluntary Cooperation and Operational Assistance Mutual Aid Agreement.

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby authorize the City Manager and City Clerk to execute a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Town of Golden Beach, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of North Miami Beach and the Town of Golden Beach, Florida.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_**day of January, 2015.**

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**RESOLUTION R2015-1**

**MUTUAL AID AGREEMENT**  
**Between the City of North Miami Beach Police Department**  
**and the Town of Golden Beach Police Department**

**WHEREAS**, it is the responsibility of the governments of the **City of North Miami Beach**, Florida, and the **Town of Golden Beach**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

**WHEREAS**, the participating Miami-Dade County municipalities have the authority to enter into a Mutual Aid Agreement under Chapter 23, Florida Statutes, the Florida Mutual Aid Act;

**WHEREAS**, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or
- (3) requests for Mutual Aid by certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

**NOW, THEREFORE, BE IT KNOWN**, that the **City of North Miami Beach** and the **Town of Golden Beach**, political subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. **Definitions:**
  - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of North Miami Beach and the Town of Golden Beach is attached hereto as Exhibit "A" and "B" is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.



- B. **Agency or participating law enforcement agency:** Either the **City of North Miami Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of North Miami Beach**, or the Chief's designee, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration and any Amendments thereto, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his or her available resources, and will respond in an appropriate manner.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its

own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

**5. Powers, Privileges, Immunities, and Costs:**

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall



defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
  
- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
  
- F. The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
  
- G. In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid

outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

H. Each municipality will bear the liability arising from the acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

I. Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim

for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of costs by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is



contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a Mutual Aid Event as it may pertain to this Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
- a. The identity of the complainant.
  - b. An address where the complaining party can be contacted.
  - c. The specific allegation
  - d. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including July 31, 2017, and under no circumstances may this Agreement be renewed, amended or extended except in writing.

11. **Cancellation:** This Agreement may be canceled by either party upon written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this 19<sup>TH</sup> day of AUGUST, 2014.

**TOWN OF GOLDEN BEACH**

**CITY OF NORTH MIAMI BEACH**

  
\_\_\_\_\_  
Glen Singer,  
Town Mayor

\_\_\_\_\_  
Ana Garcia  
City Manager

ATTEST:

ATTEST:

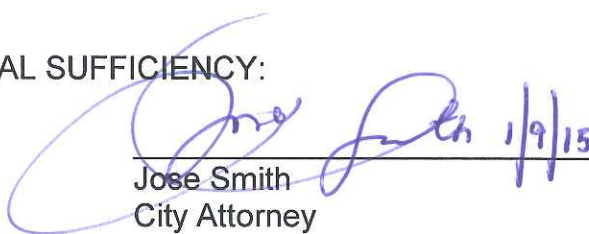
  
\_\_\_\_\_  
Lissette Perez  
Town Clerk

\_\_\_\_\_  
Pamela Latimore  
City Clerk

*MICHAEL GIDDEN  
INTERIM TOWN CLERK*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Stephen Helfman  
Town Attorney

  
\_\_\_\_\_  
Jose Smith  
City Attorney

# EXHIBIT A

JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH MIAMI BEACH  
POLICE DEPARTMENT AND THE CHIEF OF GOLDEN BEACH POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

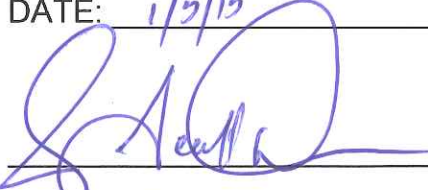
- Participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.


In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of North Miami Beach and the Town of Golden Beach, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to large scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage and enemy attacks.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events: i.e., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units: e.g., underwater recovery, aircraft, canine, motorcycle, bomb technicians, and crime scene technicians.




14. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objective.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.
18. Joint multijurisdictional marine interdiction operations.

DATE: 1/5/15  
  
\_\_\_\_\_  
J. Scott Dennis, Chief  
North Miami Beach Police Department

DATE: 12/10/14  
  
\_\_\_\_\_  
Rudy Herbello, Assistant Chief  
Town of Golden Beach Police Department

ATTEST:  
\_\_\_\_\_  
Pamela Latimore, City Clerk  
North Miami Beach, FL

ATTEST:  
  
\_\_\_\_\_  
Lissette Perez, Town Clerk  
Golden Beach, FL



# EXHIBIT B

**JOINT DECLARATION AMENDMENT UNDER  
CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE TOWN  
OF GOLDEN BEACH POLICE DEPARTMENT'S MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of the City of North Miami Beach and the Town of Golden Beach, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of North Miami Beach** and the **Town of Golden Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree that such property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.


I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of North Miami Beach Police Department** and the **Town of Golden Beach Police Department**.

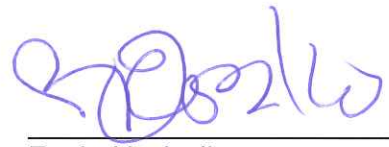
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana Garcia, City Manager  
City of North Miami Beach, Florida

\_\_\_\_\_  
Mayor Glenn Singer  
Town of Golden Beach

  
\_\_\_\_\_  
Scott Dennis  
Chief of Police  
City of North Miami Beach, Florida

  
\_\_\_\_\_  
Rudy Herbello  
Assistant Chief  
Town of Golden Beach



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:** J. Scott Dennis, Chief of Police  
Harvette Sears Smith, Accreditation Manager  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution R2015-2 (J. Scott Dennis, Chief of Police)

---

**BACKGROUND ANALYSIS:** Pursuant to City directives and policy, the Mutual Aid Agreements (MAA) between the North Miami Beach Police Department (NMBPD) and our partnering agencies will be presented to Council. Attached you will find an MAA renewing the ongoing relationship and agreements between the NMBPD and the Miami Gardens Police Department. This agreement follows Florida State Statutes Chapter 23.1225 and allows for the legal authority to render and/or receive aid to and from the concerned Departments. MAA's are written authority given from one agency to another to convey the statutory authorities to conduct law enforcement activities outside of one of the agency's jurisdiction. These agreements and arrangements are necessary for the day to day operations of the Departments.

**RECOMMENDATION:** Approval of the Mutual Aid Agreement with Miami Gardens Police Department is recommended.

**FISCAL/BUDGETARY IMPACT:** None. Our existing Mutual Aid Agreement is longstanding and approval to renew the agreement will have no fiscal impact on our operation.

---

**ATTACHMENTS:**

- ❑ [Resolution No. 2015-2](#)
- ❑ [Mutual Aid Agreement R2015-2 Miami Gardens](#)

**RESOLUTION NO. R2015-2**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE CITY OF MIAMI GARDENS, FLORIDA.**

**WHEREAS**, it is the responsibility of the respective governments of the City of North Miami Beach and the City of Miami Gardens, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, the existence of, and continuing possibility that there may be the occurrence of law enforcement problems, and other natural and man-made conditions which are, or likely to be, beyond the control of services, personnel, equipment, or facilities of the City of North Miami Beach Police Department and the City of Miami Gardens Police Department; and

**WHEREAS**, it is necessary to ensure that these law enforcement agencies will have adequate resources to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Miami Beach, and the City of Miami Gardens, Florida; and

**WHEREAS**, the City of North Miami Beach and the City of Miami Gardens have the authority under Chapter 23 of the Florida Statutes, known as the “Florida Mutual Aid Act,” to

enter into the attached Voluntary Cooperation and Operational Assistance Mutual Aid Agreement.

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby authorize the City Manager and City Clerk to execute a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of Miami Gardens, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of North Miami Beach and the City of Miami Gardens, Florida.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_**day of January, 2015.**

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**RESOLUTION R2015-2**



**MUTUAL AID AGREEMENT**  
**Between the City of North Miami Beach Police Department**  
**and the City of Miami Gardens Police Department**

**WHEREAS**, it is the responsibility of the governments of the **City of North Miami Beach**, Florida, and the **City of Miami Gardens**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

**WHEREAS**, the participating Miami-Dade County municipalities have the authority to enter into a Mutual Aid Agreement under Chapter 23, Florida Statutes, the Florida Mutual Aid Act;

**WHEREAS**, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or
- (3) requests for Mutual Aid by certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

**NOW, THEREFORE, BE IT KNOWN**, that the **City of North Miami Beach** and the **City of Miami Gardens**, political subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
  
2. **Description:** Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
  
3. **Definitions:**
  - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of North Miami Beach and the City of Miami Gardens is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.



- B. **Agency or participating law enforcement agency:** Either the **City of North Miami Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of North Miami Beach**, or the Chief's designee, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration and any Amendments thereto, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his or her available resources, and will respond in an appropriate manner.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its

own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

**5. Powers, Privileges, Immunities, and Costs:**

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall

defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
  
- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
  
- F. The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
  
- G. In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid



outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

- H. Each municipality will bear the liability arising from the acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.
  - I. Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim

for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of costs by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is

contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a Mutual Aid Event as it may pertain to this Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- a. The identity of the complainant.
- b. An address where the complaining party can be contacted.
- c. The specific allegation
- d. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2020**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.



11. **Cancellation:** This Agreement may be canceled by either party upon written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this 20<sup>th</sup> day of November, 2014.

**CITY OF MIAMI GARDENS**

  
Cameron Benson,  
City Manager  
City of Miami Gardens, Florida


**CITY OF NORTH MIAMI BEACH**

  
Ana Garcia,  
City Manager  
City of North Miami Beach, Florida

ATTEST:

  
Ronetta Taylor,  
City Clerk  
City of Miami Gardens, Florida

ATTEST:

  
Pamela Latimore,  
City Clerk  
City of North Miami Beach, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
Sonja Knighton-Dickens  
City Attorney  
City of Miami Gardens, Florida

 12/15/14  
Jose Smith,  
City Attorney  
City of North Miami Beach, Florida 

# EXHIBIT A



**JOINT DECLARATION OF THE CHIEF OF NORTH MIAMI BEACH POLICE DEPARTMENT  
AND THE CHIEF OF MIAMI GARDENS POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of North Miami Beach and the City of Miami Gardens, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.


1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to large scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage and enemy attacks.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events: i.e., sporting events, concerts, parades, fairs, festivals, and conventions.

12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units: e.g., underwater recovery, aircraft, canine, motorcycle, bomb technicians, and crime scene technicians.
14. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objective.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.

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

DATE: 11/20/2014

\_\_\_\_\_  
J. Scott Dennis, Chief  
North Miami Beach Police Department

  
\_\_\_\_\_  
Stephen E. Johnson, Chief  
Miami Gardens Police Department

ATTEST:  
\_\_\_\_\_

Pamela Latimore, City Clerk  
North Miami Beach, FL

ATTEST:  
  
\_\_\_\_\_

Ronetta Taylor, City Clerk  
Miami Gardens, FL



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:** J. Scott Dennis, Chief of Police  
Harvette Sears Smith, Accreditation Manager  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution R-2015-4 (J. Scott Dennis, Chief of Police)

---

**BACKGROUND ANALYSIS:**

This Resolution is for the Edward Byrne Memorial Justice Assistance Grant. The grant funds will be used to support overtime pay for the Victim Advocate's outreach efforts to educate the public, as well as assist and counsel the victims and families involved in domestic violence cases. The Victim Advocate is on call 24 hours a day, seven days a week to assist victims of domestic violence

**RECOMMENDATION:** Approval of the resolution is recommended

**FISCAL/BUDGETARY IMPACT:** The grant of \$6,222.00 will pay for all of the Victim Advocate's domestic related overtime through July 31, 2015 and does not require a cash match.

---

**ATTACHMENTS:**

- ❑ [Resolution No. R2015-4](#)
- ❑ [Exhibit A to Resolution 2015-4](#)

**RESOLUTION NO. R2015-4**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMISSION OF THE FY2015 FLORIDA DEPARTMENT OF LAW ENFORCEMENT, JUSTICE ASSISTANCE GRANT APPLICATION REF# 2015-JAGC-2597; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

**WHEREAS**, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

**WHEREAS**, the requirements for these grants are set forth in Florida Administrative Code, Chapter 11D-9, “Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program”; and

**WHEREAS** eligibility to apply for JAG funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof; and

**WHEREAS**, the funding cycle for the requested JAG grant funds under application ref# 2015-JAGC-2597 is October 1, 2014 through September 30, 2015; and

**WHEREAS**, the City of North Miami Beach is requesting authorization and approval to apply for, and receive, grant funds from the JAG program to fund approximately \$6,222.00 for overtime costs related to the Domestic Violence Victim’s Advocate position.

**RESOLUTION R2015-4**

**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 hereby approve and authorize the City Manager to submit the grant application ref# 2015-JAGC-2597(attached hereto as Exhibit “A”), and to execute all necessary documents for acceptance of the JAG grant funds.

**Section 3.** The City Manager is authorized to accept the JAG funds to be used for purposes and subject to the conditions set forth herein.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of January, 2015.

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and Council

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** DV - VICTIM ASSISTANCE AND PREVENTION PROJECT-NORTH MIAMI BEACH  
**Subgrant Recipient:** City of North Miami Beach  
**Implementing Agency:** North Miami Beach Police Department  
**Project Start Date:** 10/1/2014      **End Date:** 9/30/2015

### Problem Identification

The North Miami Beach Police Department generated around 600 domestic violence incident reports and had over 700 calls for service that were domestic related last year. It is reported that in most cases of abuse, offenders usually abuse both women and children in the household. In any case, there are numerous concerns for victims of abuse.

The police response to "calls for service" model limits the time, resources, and special attention domestic violence calls require. Typically, reports are filed, arrests are made, and information is provided by way of brochure. Fortunately, the North Miami Beach Police Department recognizes that this approach is woefully inadequate, and that there is a need to continue to utilize the Victim Assistance and Prevention Program when dealing with domestic violence calls.

### Project Summary (Scope of Work)

The Victims Advocate (VC) is on call 24 hours a day, seven days a week to assist victims of domestic violence. Therefore, the VC responds to actual scenes which require time spent at work after or before normal work hours. The Victim Assistance Coordinator is assigned to the Detective Bureau domestic violence unit. It is the VC's responsibility to ensure linkages between the victim and support services. The department's goal is to continue to heighten awareness and educate the population on issues relating to domestic violence. This program has helped to create safe and positive relationships between victims of domestic violence and the police department. As in previous years, FY2015 JAG funds will be used to support overtime pay for the VC's outreach efforts to educate the public, as well as assisting and counseling victims and families involved in domestic violence cases. The VC will also continue to facilitate a Domestic Violence (DV) class which is held once a month. Additionally, the VC will provide one workshop to educate the NMB residents about domestic and dating violence during this grant year. The VC will attend quarterly board meetings at Safe Space Shelter to coordinate services and attend DV events. Lastly, the project will also be targeting elder victims of domestic violence.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Budget Overview

### Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities? Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** A - Accomplishments: Includes any accomplishments during the reporting period.

---

#### Activity Description

**Activity:** Information and Referral  
**Target Group:** Domestic Violence Victims  
**Geographic Area:** Urban  
**Location Type:** City-Wide

---

#### Activity Description

**Activity:** Counseling  
**Target Group:** Domestic Violence Victims  
**Geographic Area:** Urban  
**Location Type:** City-Wide

---

#### Activity Description

**Activity:** Victim Advocate Services  
**Target Group:** Domestic Violence Victims  
**Geographic Area:** Urban  
**Location Type:** City-Wide

---

#### Activity Description

**Activity:** Case Management  
**Target Group:** Domestic Violence Victims  
**Geographic Area:** Urban  
**Location Type:** City-Wide

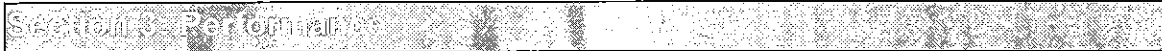
---

#### Activity Description

**Activity:** Information and Referral  
**Target Group:** Domestic Violence Victims  
**Geographic Area:** Urban  
**Location Type:** City-Wide

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Objectives and Measures

**Objective:** A1 - Report on program accomplishments

**Measure:** Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

**Goal:** The police response to "calls for service" model limits the time, resources, and special attention domestic violence calls require. Typically, reports are filed, arrests are made, and information is provided by way of brochure. Fortunately, the North Miami Beach Police Department recognizes that this approach is woefully inadequate, and that there is a need to continue to utilize the Victim Assistance and Prevention Program when dealing with domestic violence calls.

**Objective:** A2 - Report on usage of crimesolutions.gov Website

**Measure:** Part 1

Will you be using the crimesolutions.gov website?

**Goal:** No

**Objective:** A3 - Report on subgrants from grantees other than FDLE

**Measure:** Part 2

If yes, enter grantee organization or agency name.

**Goal:** N/A

**Measure:** Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

**Goal:** No

**State Purpose Area:** D - Personnel: Includes activities where individuals are hired, maintained, or paid overtime.

## Activity Description

**Activity:** Personnel  
**Target Group:** Personnel  
**Geographic Area:** Urban  
**Location Type:** Police Department

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



---

## Activity Description

---

**Activity:** Personnel  
**Target Group:** Personnel  
**Geographic Area:** Urban  
**Location Type:** City-Wide

---

## Objectives and Measures

---

**Objective:** D1 - Report on JAG funding allocated for personnel

Measure: Part 1

How much JAG funding has been allocated for personnel? Please report in dollars (\$).

Goal: 0

**Objective:** D2 - Maintain personnel with JAG funds

Measure: Part 1

How many personnel will you maintain with JAG funds? Maintained personnel means any staff members who were already working with the law enforcement organization, but who are now being paid partially or fully with BJA JAG grant funds. Only report each individual as maintained once for the life of the award.

Goal: 0

**Objective:** D3 - Hire new personnel with JAG funds

Measure: Part 1

How many new personnel will be hired with JAG funds? Hired personnel means any new individuals who do not work for the law enforcement organization but who will be selected for employment during the reporting period. Only report each new hire once for the life of the award.

Goal: 0

Measure: Part 2

What types of positions will be filled for new personnel hired? In your response, please list all that apply from the following choices:

Administrative Staff,  
Civilian Personnel,  
Correctional Officers and Jailers,  
Counselors,  
Court Staff,  
Crime Analyst,  
Evaluator,  
Law Enforcement Officers,  
Legal Staff (defense attorneys, prosecutors, indigent defense),

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Part 1

Medical/Clinical Staff,  
Non-sworn Law Enforcement Personnel,  
Program Managers,  
Trainers and Technical Assistance Specialist,  
Other. If none of the above fits, state "other" and specify.  
Goal: N/A

**Objective:** D4 - Pay overtime hours with JAG funds

**Measure:** Part 1  
How many overtime hours will be paid for with JAG funds? Overtime hours are those that non-exempt employees work beyond normal working hours (usually 40) during a workweek.

Goal: 134

**State Purpose Area:** LE - Law Enforcement Programs: Includes activities where individuals are served, directly or indirectly. Programs may include one-time events, services, or events and services that occur on a continuous basis.

### Activity Description

**Activity:** Law Enforcement Programs  
**Target Group:** Law Enforcement Programs  
**Geographic Area:** Urban  
**Location Type:** City-Wide

### Activity Description

**Activity:** Law Enforcement Programs  
**Target Group:** Law Enforcement Programs  
**Geographic Area:** Urban  
**Location Type:** City-Wide

### Objectives and Measures

**Objective:** LE1 - Report on JAG funding allocated for implementing law enforcement programs

**Measure:** Part 1  
How much JAG funding has been allocated for implementing law enforcement programs? Please report in dollars (\$).

Goal: \$6222.00

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section #3 Performance

**Objective:** LE2 - Implement, expand, or sustain law enforcement programs

**Measure:** Part 1

Please briefly describe the law enforcement program that you will be implementing, expanding, and sustaining. Include a brief explanation of what the program's purpose and goal are, how the program will be implemented, and by whom.

**Goal:** The police response to "calls for service" model limits the time, resources, and special attention domestic violence calls require. Typically, reports are filed, arrests are made, and information is provided by way of brochure. Fortunately, the North Miami Beach Police Department recognizes that this approach is woefully inadequate, and that there is a need to continue to utilize the Victim Assistance and Prevention Program when dealing with domestic violence calls.

**Measure:** Part 2

Please indicate the number of NEW programs you will implement, expand, or sustain. A program is a set of actions to accomplish a specific purpose. An example of a program may be when a law enforcement officer gives anti-drug talks to students monthly at community schools.

**Goal:** 1

**Measure:** Part 3

What type of program will you implement, expand or sustain? In your response, please list all that apply from the following choices: Alcohol/Tobacco Enforcement, Broken Windows, Child Abuse Investigation, Community Policing, Crime Prevention, Domestic Violence Enforcement, Drug Prevention, Equipment, Evidence-based Policing, Gang Abatement, Gang Enforcement, Gang Resistance, Impact Teams, School Resource Officer and Crisis Intervention Training, Sexual Offender/Predator Tracking, Traffic Enforcement, Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

**Goal:** This program has helped to create safe and positive relationships between victims of domestic violence and the police department. As in previous years, FY 2015 JAG funds will be used to support overtime pay for the VC's outreach efforts to educate the public, as well as assisting and counseling victims and families involved in domestic violence cases.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 Performance

**Objective:** LE3 - Report on the target population of your program

**Measure:** Part 1

Who is the target population for the programs you will implement, expand, or sustain? Example: If this is a general population program, is it focused on teens, or is it a faith-based group?

**Goal:** Victims of domestic violence

**Objective:** LE4 - Hold events

**Measure:** Part 1

What types of events will be held? Examples include safe street operations, CeaseFire campaign, crime publicity campaigns, bulletins about top-10 criminals, gun buybacks, and call-ins. In your response, please list all that apply from the following choices:

Community Outreach Events,  
Educational Events,

Media Campaign (television, radio, billboards, pamphlets, posters),

Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

**Goal:** Educational Events



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 - Performance

### Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section #4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000389

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$6,222.00	\$0.00	\$6,222.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$6,222.00</b>	<b>\$0.00</b>	<b>\$6,222.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

Will the project earn project generated income (PGI) ? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

Section #4 Budget (Budget)

## **Budget Narrative:**

Salaries and Benefits Total \$6222

Salaries and Benefits \$6,222

Case Management 1 Victim Advocate X 175.17hrs X \$35.52/hr (overtime only) \$6,222

Overtime salary 35.52 less 0.0765% for FICA

Budget Total \$6,222

The City of North Miami Beach is responsible for any cost overruns

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: Yes, for overtime only

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: N/A

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 5: Standard Conditions

**Insert Standard Conditions Page here.**





# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 7: Certifications and Authorizations

**Insert Certifications and Authorizations here.**

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: City of North Miami Beach		DUNS Number: 071313951
Address: 17011 North East 19th Avenue, North Miami Beach, Florida 33162		
Grant Title: Domestic Violence Grant	Grant Number:	Award Amount: 6222.00
Name and Title of Contact Person: Renee Darden		
Telephone Number: 305-948-2940	E-Mail Address: rdarden@nmbpd.org	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Recipient has less than fifty employees.     Recipient is an Indian tribe.     Recipient is a medical institution.  
 Recipient is a nonprofit organization.     Recipient is an educational institution.     Recipient is receiving an award less than \$25,000.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that \_\_\_\_\_ [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official],  
certify that The City of North Miami Beach [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Human Resources

[organization],

17011 North East 19th Avenue

[address].

Ana Garcia, City Manager

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

## INSTRUCTIONS

### Completing the Certification Form

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.**

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

## Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



**Florida Department of Law Enforcement  
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 [criminaljustice@fdle.state.fl.us](mailto:criminaljustice@fdle.state.fl.us)

---

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**STANDARD CONDITIONS**

[This page intentionally left blank]



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1. Administration

### Subgrant Recipient

**Organization Name:** City of North Miami Beach

**County:** Dade

### Chief Official

**Name:** George Vallejo

**Title:** Mayor

**Address:** 17011 Northeast 19th Avenue

**City:** North Miami Beach

**State:** FL **Zip:** 33162-3111

**Phone:** 305-948-2986 **Ext:**

**Fax:**

**Email:** george.vallejo@citynmb.com

### Chief Financial Officer

**Name:** Barbara Trinka

**Title:** Director of Finance

**Address:** 17011 Northeast 19th Avenue

**City:** North Miami Beach

**State:** FL **Zip:** 33162-3194

**Phone:** 305-948-2930 **Ext:**

**Fax:**

**Email:** barbara.trinka@citynmb.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 137 Administration

### Implementing Agency

**Organization Name:** North Miami Beach Police Department

**County:** Dade

### Chief Official

**Name:** Jeffrey Dennis

**Title:** Chief of Police

**Address:** 16901 Northeast 19th Avenue

**City:** North Miami Beach

**State:** FL **Zip:** 33162-3109

**Phone:** 305-948-2995 **Ext:**

**Fax:** 305-787-6047

**Email:** chief@nmbpd.org

### Project Director

**Name:** Shonta Darden

**Title:** Victim Advocate

**Address:** 16901 Northeast 19th Avenue

**City:** North Miami Beach

**State:** FL **Zip:** 33162-3109

**Phone:** 305-948-2940 **Ext:** 2570

**Fax:** 305-948-2969

**Email:** rdarden@nmbpd.org

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

**1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance ([www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59)) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- Florida Administrative Code, Chapter 11D-9; "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": [www.flrules.org/](http://www.flrules.org/)
- Office of Management and Budget (OMB) Circulars: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)
  - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
  - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
  - A-102, "Grants and Cooperative Agreements with State and Local Governments"
  - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
  - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
  - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
  - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
  - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
  - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
  - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:  
[www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).
- United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>
- State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)

**2. Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)); the provisions of the current edition of the Office of Justice Programs Financial Guide ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)); and all other applicable federal and state laws, orders, circulars, or regulations.

### 3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

### 4. Reports

#### a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

#### b. Financial Reports

##### (1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**5. Fiscal Control and Fund Accounting Procedures**

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

**6. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**7. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

#### **8. Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### **9. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

#### **10. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

#### **11. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

#### **12. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

#### **13. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

#### **14. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

#### **15. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

#### **16. Patents**

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

#### **17. Publication or Printing of Reports**

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

[www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm)

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. \_\_\_\_\_ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".



## 18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to [criminaljustice@fdle.state.fl.us](mailto:criminaljustice@fdle.state.fl.us) or mailed to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

## 19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

## **20. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

## **21. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

## **22. Grant Adjustments**

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

### **23. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

### **24. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

### **25. Access to Records**

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

### **26. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

### **27. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

### **28. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**29. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

**30. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

**31. Criminal Intelligence System**

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees the these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

### 32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

### 33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
  - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
  - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
  - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
  - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. **Americans with Disabilities Act**  
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. **Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)**  
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
  - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
  - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
  - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. **Limited English Proficiency (LEP)**  
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).  
FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)  
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
- (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
  - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
  - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations  
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

#### **34. Immigration and Nationality Act**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

#### **35. National Environmental Policy Act (NEPA)**

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.



- (1) New construction
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at [www.bja.gov/Funding/nepa.html](http://www.bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations.
  - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

**36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

### **37. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

### **38. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

### **39. State Restrictions on Lobbying**

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

### **40. Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**41. "Pay – to – Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**42. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**43. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

**44. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**46. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**47. Human Research Subjects**

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**48. Global Standards Package**

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**49. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

**50. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**51. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to [www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046](http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046)

**52. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**53. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**54. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**55. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**56. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

## **57. Additional Required Certifications**

### **Employees Working Solely on a Single Federal Award**

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

### **Sole Source**

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

### **ADP Justification**

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

### **Confidential Funds Certificate**

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

## **58. Timesheets**

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

## **59. Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

## **60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

## **61. Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**63. High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**64. Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**65. System for Award Management (SAM)**

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**66. Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).



#### **68. Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at [www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334).

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

#### **69. Ballistic-Resistant and Stab Resistant Body Armor**

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).

#### **70. BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

#### **71. Expenses Related to Conferences, Meetings, Trainings, and Other Events**

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm>

#### **72. Environmental Requirements and Energy**

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**73. Other Federal Funds**

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**74. Monitoring**

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

**75. Unmanned Aerial Vehicles**

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.



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:** Candido Sosa-Cruz, Director of Code Compliance & Building Services  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution No. R2015-5 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

---

**BACKGROUND ANALYSIS:** The Code Compliance Division received a request from property owner Matthew Rand, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 17960 NE 9th Place.

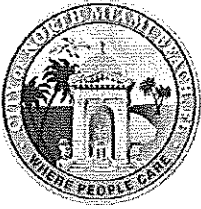
**RECOMMENDATION:** It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$5,500.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer, and better place to live.

**FISCAL/BUDGETARY IMPACT:** Matthew Rand has offered the City \$5,500.00 to settle and satisfy the property's fines and liens, and for the execution and recording of lien releases.

---

**ATTACHMENTS:**

- [Cover Memo & Backup Documentation](#)
- [Resolution No. R2015-5](#)



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

### **CODE COMPLIANCE & BUILDING SERVICES**

#### ***Interoffice Memorandum***

---

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

**VIA:** Jose Smith, City Attorney  
Mac Serda, Assistant City Manager  
Richard Lorber, Assistant City Manager

**FROM:** Candido Sosa-Cruz, Director of Code Compliance & Building Services

**DATE:** January 12, 2014

**SUBJECT:** **Liens & Fines Mitigation for Property 17960 NE 9<sup>th</sup> Place**

---

The Code Compliance Division received a request from property owner Matthew Rand, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 17960 NE 9<sup>th</sup> Place, North Miami Beach, FL.

Property located at 17960 NE 9<sup>th</sup> Place, has running fines and liens for code violations consisting of Illegal Construction. The running fines date from 2006, the total amount of fines to date is \$49,100.00 and recorded liens are \$101,250.00 for a total amount of fines and liens of \$150,350.00. As of the date of this letter, all code violations are in compliance.

Matthew Rand has offered the City \$5,500.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases.

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$5,500.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer and better place to live.

Thank you.

FOLIO: 07-2207-035-0060

PROPERTY ADDRESS: 17960 NE 9 PL  
PROPERTY OWNER : MATTHEW RAND

COMPLAINT#	VIOLATION	FINE DATE	LIEN DATE	FINE AMT	POTENTIAL LIEN AMT	RECORDED LIEN AMT
060206-46	ILLEGAL CON	12/21/2006	02/12/2007	9,500.00	.00	9,500.00
	Case 066417	04/02/2007	08/23/2007	5,000.00	.00	5,000.00
		06/29/2007	08/23/2007	4,500.00	.00	4,500.00
		09/14/2007	12/06/2007	3,850.00	.00	3,850.00
		01/02/2008	05/21/2008	5,400.00	.00	5,400.00
		04/01/2008	10/06/2008	4,550.00	.00	4,550.00
		06/30/2008	10/06/2008	4,550.00	.00	4,550.00
		09/30/2008	01/08/2009	4,600.00	.00	4,600.00
		12/31/2008	07/21/2009	4,600.00	.00	4,600.00
		03/31/2009	10/06/2009	4,500.00	.00	4,500.00
		06/30/2009	10/06/2009	4,550.00	.00	4,550.00
		09/30/2009	03/08/2010	4,600.00	.00	4,600.00
		12/31/2009	06/30/2010	4,600.00	.00	4,600.00
		03/31/2010	11/30/2010	4,500.00	.00	4,500.00
		06/30/2010	01/20/2011	4,550.00	.00	4,550.00
		09/30/2010	01/20/2011	4,600.00	.00	4,600.00
		01/25/2011	07/22/2011	4,600.00	.00	4,600.00
		03/30/2011	11/18/2011	4,450.00	.00	4,450.00
		06/29/2011	04/04/2012	4,550.00	.00	4,550.00
		10/03/2011	04/06/2012	4,650.00	.00	4,650.00
		12/30/2011	04/06/2012	4,550.00	.00	4,550.00
		03/30/2012		4,550.00	4,550.00	.00
		06/29/2012		4,550.00	4,550.00	.00
		09/28/2012		4,550.00	4,550.00	.00
		12/31/2012		4,700.00	4,700.00	.00
		04/01/2013		4,500.00	4,500.00	.00
		06/28/2013		4,450.00	4,450.00	.00
		09/30/2013		4,700.00	4,700.00	.00
		12/31/2013		4,600.00	4,600.00	.00
		03/31/2014		4,500.00	4,500.00	.00
		06/30/2014		4,550.00	4,550.00	.00
		09/10/2014		3,450.00	3,450.00	.00
			TOTALS	150,350.00	49,100.00	101,250.00
			GRAND TOTALS	150,350.00	49,100.00	101,250.00

*Complied  
09/08/2014*



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

### **CODE COMPLIANCE & BUILDING SERVICES**

December 26, 2014

Matthew Rand/Amy Rand  
17960 NE 9<sup>th</sup> Place  
Miami, FL 33162

**RE: 17960 NE 9<sup>th</sup> Place – City Code Liens and Fines Mitigation Request**

Dear Mr. and Mrs. Rand:

As discussed through email and telephone communications, the City agrees in exchange for receipt of payment in the amount of \$5,500.00 (proposed mitigated amount) by company check, cashier's check or bank check, to execute releases of the City's recorded code violation liens and waive the approximately \$150,350.00 in code violation fines accrued on 17960 NE 9<sup>th</sup> Place, North Miami Beach, contingent upon approval by the Mayor and Council at the **January 20<sup>th</sup> Council meeting**.

If the mitigated amount is approved by the Mayor and Council, please bring a company, cashier's or bank check in the amount of \$5,500.00 to the Code Compliance Division the next business day after the City Council meeting.

If you agree please sign and have letter notarized.

Sincerely,

Candido Sosa-Cruz  
Director of Code Compliance &  
Building Services  
305-948-2964  
[candido.sosa-cruz@citynmb.com](mailto:candido.sosa-cruz@citynmb.com)

Matthew Rand/Amy Rand  
17960 NE 9<sup>th</sup> Place  
Miami, FL 33162



CITY OF NORTH MIAMI BEACH  
CODE COMPLIANCE DIVISION

REQUEST FOR MITIGATION HEARING

September 10, 2014

I, Matthew Rand the property owner, mortgage holder, or buyer with a contract, am requesting a mitigation hearing at the next available Code Enforcement Board, Special Magistrate, or City Council Meeting to discuss and mitigate all fines and or liens for the following case numbers;

#066417

for the property located at 17960 NE 9<sup>th</sup> Place

in the City of North Miami Beach, Folio # 07-2207-035-0060

Reason for request; Mitigate fine for previous illegal construction of fence, recently brought up to code with installation of new 6' privacy wood fence

Sign Matthew Rand

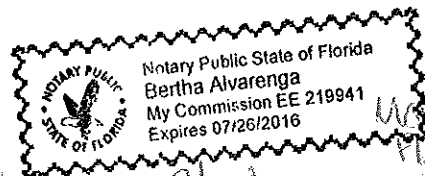
Print Name Matthew Rand

Address 1000 NE 171<sup>st</sup> Terrace

North Miami Beach, FL 33162

E-mail mrandomfs@gmail.com

Phone (786) 519-6125



*[Handwritten signature]* 9/10/14  
Matthew Rand  
FL State D.C.  
# NS30-551-75

\* This request should be Notarized.

\* Evidence of financial interest is required and should include one or more of the following, Miami-Dade Tax Collector data, Deed, Mortgage, or signed contract to purchase.



**FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**

F.S. 695.25

State of Florida

County of Miami Dade }

The foregoing instrument was acknowledged before me this 7th day

of January, 2015,  
Month Year

by MATTHEW RAND,  
Name of Person Acknowledging

who is personally known to me or who has produced Florida Drivers License

\_\_\_\_\_ Type of Identification as identification.

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

CARMENZA MEJIA  
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Notary Public — State of Florida

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of North Miami Beach - City Code Books and Fines Mitigation Request

Document Date: 12/26/14 Number of Pages: 1

Signer(s) Other Than Named Above: AMY RAND

**FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**  
F.S. 695.25

State of Florida

County of Miami Dade }

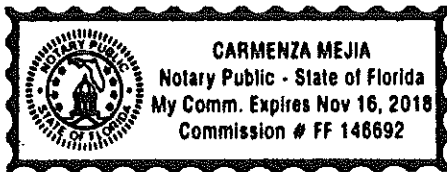
The foregoing instrument was acknowledged  
before me this 7th day  
Date

of January, 2015,  
Month Year

by AMY RAO,  
Name of Person Acknowledging

who is personally known to me or who  
has produced Florida Drivers License

\_\_\_\_\_ Type of Identification  
as identification.



Place Notary Seal Stamp Above

\_\_\_\_\_ Carmenza Mejia  
Signature of Notary Public

CARMENZA MEJIA  
Name of Notary Typed, Printed or Stamped

Notary Public — State of Florida

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document  
or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of North Miami Beach, City Code Items 9nd

Document Date: 12/26/14 Ins Mitigation request Number of Pages: 1

Signer(s) Other Than Named Above: MATTHEW RAO



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 1/12/2015

Property Information	
Folio:	07-2207-035-0060
Property Address:	17960 NE 9 PL
Owner	MATTHEW RAND AMY RAND
Mailing Address	17960 NE 9 PL MIAMI, FL 33162
Primary Zone	0600 SINGLE FAMILY, 1401-1550 S
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,060 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	1958



Assessment Information			
Year	2014	2013	2012
Land Value	\$22,365	\$22,365	\$22,365
Building Value	\$92,700	\$92,700	\$103,330
XF Value	\$1,105	\$1,118	\$1,248
Market Value	\$116,170	\$116,183	\$126,943
Assessed Value	\$116,170	\$116,183	\$126,943

Benefits Information				
Benefit	Type	2014	2013	2012
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
WINDWARD HEIGHTS NO 4 PB 63-40 LOT 6 BLK 9 LOT SIZE 75.000 X 100 COC 24107-0537 12 2005 1

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$66,170	\$66,183	\$76,943
<b>School Board</b>			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$91,170	\$91,183	\$101,943
<b>City</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$66,170	\$66,183	\$76,943
<b>Regional</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$66,170	\$66,183	\$76,943

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/28/2014	\$100	29248-0395	Corrective, tax or QCD; min consideration
07/25/2014	\$160,000	29248-0393	Qual by exam of deed
12/01/2005	\$357,500	24107-0537	2008 and prior year sales; Qual by exam of deed
02/01/2005	\$320,000	23138-0080	2008 and prior year sales; Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

**THIS PERMIT CARD MUST BE DISPLAYED IN FRONT OF JOB**

OWNER: MATTHEW RAND & AMY RAND

CONTRACTOR: ASAP RESTORATION CORP

PARCEL: 17960 NE 9 PL

# NORTH MIAMI BEACH Fence Permit

Master Permit FM14-89
Date Issued: 8/20/2014
Expiration Date: 2/16/2015
Master Permit #:

ADDITIONAL PERMITS ARE REQUIRED FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL, SIGNS, FENCES, LANDSCAPE, DRIVEWAY, ENGINEERING/ROW, ROOFING AND POOL

- \* ALL SUBCONTRACTORS MUST BE LICENSED
- \* NO INSPECTION WILL BE MADE UNLESS BUILDING CARD, APPROVED PLANS AND RECORDED NOTICE OF COMMENCEMENT (IF REQUIRED) ARE AVAILABLE ON THE JOB

**THIS IS A PERMIT TO CONSTRUCT:**

ATF - SEE CASE#066417 (6' PRIVACY WOOD FENCE)

*Property purchased July 20th*

**REMARKS:**

**\*\*INSPECTIONS MUST BE SIGNED OFF BEFORE REQUESTING NEXT INSPECTION\*\***

**CALL 305-957-3530 FOR ALL REQUIRED INSPECTIONS OR  
ONLINE: [www.citynmb.com/inspections](http://www.citynmb.com/inspections)**

**Inspection Checklist:**

Reqd?	Inspection Type	Date	Signature	Reqd?	Inspection Type	Date	Signature
<input checked="" type="checkbox"/>	Foundation	08/25/14	MRS	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	Zoning	9/4/14	KMI	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	Final	09/16/14	MRS	<input type="checkbox"/>			
<input type="checkbox"/>				<input type="checkbox"/>			
<input type="checkbox"/>				<input type="checkbox"/>			
<input type="checkbox"/>				<input type="checkbox"/>			
<input type="checkbox"/>				<input type="checkbox"/>			
<input type="checkbox"/>				<input type="checkbox"/>			

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE.**

**RESOLUTION NO. R2015-5**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO MITIGATE, SATISFY AND EXECUTE LIEN RELEASES IN SETTLEMENT OF CODE ENFORCEMENT LIENS FOR A CODE VIOLATION ON THE PROPERTY LOCATED AT 17960 N.E. 9<sup>th</sup> PLACE, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$5,500.**

**WHEREAS**, a request to mitigate, satisfy and settle code violation fines and liens recorded against the property at 17960 NE 9<sup>th</sup> Place, North Miami Beach, was submitted by owners Matthew and Amy Rand (“Owners”) to the City of North Miami Beach (“City”); and

**WHEREAS**, Code Violation Complaint No. 06-0206-46, citing illegal construction of a fence, was issued to the prior owner of the property on February 6, 2006; and

**WHEREAS**, the code violation fines and liens on this residential property total \$150,350.00, comprising recorded liens in the amount of \$101,250.00 and accrued fines in the amount of \$49,100.00, as shown in the attached code violation summary; and

**WHEREAS**, the property changed owners several times without the violation being brought into compliance; and

**WHEREAS**, the Owners purchased the property on July 28, 2014, and diligently brought the violation into compliance on September 8, 2014, and

**WHEREAS**, the Owners have offered the City \$5,500.00, almost five per cent (5%) of the market value of the single family home assessed at \$116,170.00, to satisfy the penalties arising from the code violation; and

**RESOLUTION NO. R2015-5**

**WHEREAS**, the Owners will pay the City the sum of \$5,500 within thirty (30) days of the adoption of this Resolution and agree and acknowledge that failure to render payment in a timely manner will cause the original amount of \$150,350.00 in liens and fines to remain against the property and result in the voiding of the Resolution; and

**WHEREAS**, the City of North Miami Beach believes it to be in the best interests of the residents and citizens of the City of North Miami Beach to accept \$5,500.00 to settle and satisfy the fines and liens resulting from Code Complaint No. 06-0206-46, and upon the Owners' compliance with the terms and conditions herein, will deem all fines, liens, fees, charges and penalties arising from Code Complaint No. 06-0206-46 satisfied and settled and will execute and record lien releases with the County Recorder.

**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 and are incorporated fully herein.

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, hereby accept \$5,500.00 to settle and satisfy the subject code enforcement fines and liens, payable in full within thirty (30) days of the adoption of this Resolution, and upon receipt of \$5,500.00, to cause releases of all liens resulting from Code Complaint No. 06-0206-46 to be executed and recorded in the Public Records of Miami-Dade County, Florida.

**Section 3.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager, or her designee, to execute lien releases in accordance with the above terms and conditions.

**Section 4.** This Resolution shall take effect 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 January, 2015.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council





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

**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Candido Sosa-Cruz, Director of Code Compliance & Building Services  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution No. R2015-6 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

---

**BACKGROUND ANALYSIS:** The Code Compliance Division received a request from property owner Southeast Property Acquisitions LLC, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 1530 NE 159th Street.

**RECOMMENDATION:** It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$7,700.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer, and better place to live.

**FISCAL/BUDGETARY IMPACT:** Southeast Property Acquisitions, LLC, has offered the City \$7,700.00 to settle and satisfy the property's fines and liens, and for the execution and recording of lien releases.

---

**ATTACHMENTS:**

- [Cover Memo & Backup Documentation](#)
- [Resolution No. R2015-6](#)



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

## **CODE COMPLIANCE & BUILDING SERVICES**

### ***Interoffice Memorandum***

---

TO: Ana M. Garcia, City Manager

VIA: Jose Smith, City Attorney  
Mac Serda, Assistant City Manager  
Richard Lorber, Assistant City Manager

FROM: Candido Sosa-Cruz, Director of Code Compliance & Building Services

DATE: January 12, 2014

SUBJECT: **Liens & Fines Mitigation for Property 1530 NE 159<sup>th</sup> Street**

---

The Code Compliance Division received a request from property owner Southeast Property Acquisitions, LLC, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 1530 NE 159<sup>th</sup> Street, North Miami Beach, FL.

Property located at 1530 NE 159<sup>th</sup> Street, has running fines and liens for code violations consisting of Landscape Maintenance. The running fines date from 2012, the total amount of fines to date is \$71,300.00 and recorded liens are \$5,800.00 for a total amount of fines and liens of \$77,100.00. As of the date of this letter, all code violations are in compliance.

Southeast Property Acquisitions, LLC has offered the City \$7,700.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases.

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$7,700.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer and better place to live.

Thank you.

FOLIO: 07-2217-019-0020

PROPERTY ADDRESS: 1530 NE 159 ST  
PROPERTY OWNER : SOUTHEAST PROPERTY

COMPLAINT#	VIOLATION	FINE DATE	LIEN DATE	FINE AMT	POTENTIAL LIEN AMT	RECORDED LIEN AMT
111028-58	LANDSCAPE M	09/18/2012	04/26/2013	5,800.00	.00	5,800.00
	Case 111787	12/31/2012		10,400.00	10,400.00	.00
		04/01/2013		9,000.00	9,000.00	.00
		06/28/2013		8,900.00	8,900.00	.00
		09/30/2013		9,400.00	9,400.00	.00
		12/31/2013		9,200.00	9,200.00	.00
		03/31/2014		9,000.00	9,000.00	.00
		06/30/2014		9,100.00	9,100.00	.00
		09/09/2014		6,300.00	6,300.00	.00
			TOTALS	77,100.00	71,300.00	5,800.00
			GRAND TOTALS	77,100.00	71,300.00	5,800.00

*Complied  
09/02/2014*



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

### **CODE COMPLIANCE & BUILDING SERVICES**

December 26, 2014

Southeast Property Acquisitions, LLC  
Attn: Suyapa M. Raveneau  
5009 N. Central Avenue  
Tampa, FL 33603

**RE: 1530 NE 159<sup>th</sup> Street – City Code Liens and Fines Mitigation Request**


Dear Mrs. Raveneau:

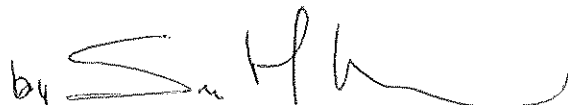
As discussed through email and telephone communications, the City agrees in exchange for receipt of payment in the amount of \$7,700.00 (proposed mitigated amount) by company check, cashier's check or bank check, to execute releases of the City's recorded code violation liens and waive the approximately \$77,100.00 in code violation fines accrued on 1530 NE 159<sup>th</sup> Street, North Miami Beach, contingent upon approval by the Mayor and Council at the January 20<sup>th</sup> Council meeting.

If the mitigated amount is approved by the Mayor and Council, please bring a company, cashier's or bank check in the amount of \$7,700.00 to the Code Compliance Division the next business day after the City Council meeting.

If you agree please sign and have letter notarized.

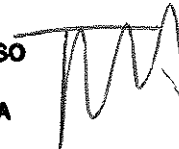
Sincerely,

  
Candido Sosa-Cruz  
Director of Code Compliance &  
Building Services  
305-948-2964  
[candido.sosa-cruz@citynmb.com](mailto:candido.sosa-cruz@citynmb.com)

by   
Southeast Property Acquisitions, LLC  
Attn: Suyapa M. Raveneau  
5009 N. Central Avenue  
Tampa, FL 33603



JESSENIA ALFONSO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF006881  
Expires 4/10/2017

  
Sworn & subscribed before  
me this 5<sup>th</sup> day of January 2015.



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/23/2014

Property Information	
Folio:	07-2217-019-0020
Property Address:	1530 NE 159 ST
Owner	SOUTHEAST PROPERTY ACQUISITIONS LLC
Mailing Address	5009 N CENTRAL AVE TAMPA, FL 33603
Primary Zone	0500 SGL FAMILY - 1201-1400 SQ
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY: 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	2,176 Sq.Ft
Living Area	2,128 Sq.Ft
Adjusted Area	2,008 Sq.Ft
Lot Size	8,400 Sq.Ft
Year Built	1954



Assessment Information			
Year	2014	2013	2012
Land Value	\$17,388	\$17,388	\$16,767
Building Value	\$89,898	\$80,950	\$97,371
XF Value	\$2,593	\$2,623	\$2,919
Market Value	\$109,879	\$100,961	\$117,057
Assessed Value	\$109,879	\$100,961	\$117,057

Benefits Information				
Benefit	Type	2014	2013	2012
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
HATHAWAY HOMES PB 55-92 LOT 2 LOT SIZE 60.000 X 140 OR 19042-1318 03 2000 3 COC 23145-0829 02 2005 1

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$109,879	\$100,961	\$117,057
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$109,879	\$100,961	\$117,057
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$109,879	\$100,961	\$117,057
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$109,879	\$100,961	\$117,057

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/23/2014	\$117,600	29219-4970	Corrective, tax or QCD; min consideration
01/22/2014	\$89,000	29027-0287	Financial inst or "In Lieu of Foreclosure" stated
02/01/2005	\$300,000	23145-0829	2008 and prior year sales; Qual by exam of deed
03/01/2000	\$0	19042-1318	Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# CITY OF NORTH MIAMI BEACH CODE COMPLIANCE DIVISION

## REQUEST FOR MITIGATION HEARING

12 / 2, 20 14

I, SUYAPA M RAVENEAU the property owner, mortgage holder, or buyer with a contract, am requesting a mitigation hearing at the next available Code Enforcement Board, Special Magistrate, or City Council Meeting to discuss and mitigate all fines and or liens for the following case numbers;

11787 - \$5,800 lien / \$700 - outstanding water / sewer  
\$774 fine

for the property located at 1530 NE 159ST NMB, FL 33142

in the City of North Miami Beach, Folio # 07-2217-019-0020.

Reason for request; Reduce the fines.

Sign [Signature]

Print Name SUYAPA M. RAVENEAU

Address 1444 BISCAYNE BLVD #208-13  
Miami, FL 33132

E-mail MARIA@SPINHOUSES.COM

Phone 786.275.1043

[Signature]  
JESSENIA ALFONSO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF06881  
Expires 4/10/2017

\* This request should be Notarized.

\* Evidence of financial interest is required and should include one or more of the following, Miami-Dade Tax Collector data, Deed, Mortgage, or signed contract to purchase.

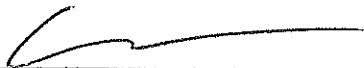
Code Compliance

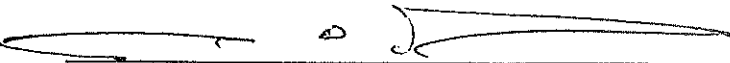
**SHAREHOLDER'S WRITTEN CONSENT TO ACTION**  
Southeast Property Acquisitions, LLC

The undersigned, being all of the shareholders of Southeast Property Acquisitions, LLC hereby consent to the adoption of the following resolution:

Resolved that Adriana M. Gonzalez and Suyapa M. Raveneau are allowed to fully act on behalf of the Corporation for all purposes including but not limited to real estate transactions to wit: including, but not limited to, the right to execute contracts, agreements and any other instruments necessary and proper to carry out the Company's business and the right to execute deeds, documents or instruments, to convey title to any real estate owned by the Company.

The shareholders execute this consent to the foregoing in accordance with F.S. 607.0704 in lieu of holding a meeting (annual or otherwise) of the shareholders of the Corporation, to have the force and effect as the unanimous vote of the shareholders. The Secretary of the Corporation is hereby instructed to file this consent as a part of the corporate record.

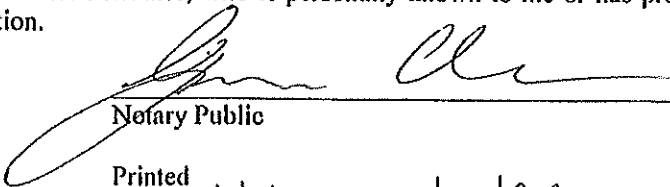
  
Print name: Kenneth Stillwell, Managing Member

  
Print Name: Michael Petroules, Managing Partner  
S.P.A. Partnership, a Florida limited liability partnership

STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26 day of August, 2014 by Kenneth Stillwell and Michael Petroules, who is personally known to me or has produced a drivers license as identification.

[Notary Seal]

  
Notary Public

Printed Niphawan Waters Name:

My Commission

Expires: August 30, 2016



NIPHAWAN THIMFORK WATERS  
MY COMMISSION # EE 831481  
EXPIRES: August 30, 2016  
Bonded Thru Budget Notary Services

**RESOLUTION NO. R2015-6**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 1530 N.E. 159<sup>th</sup> STREET, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$7,700.**

**WHEREAS**, a request to mitigate, satisfy and settle code violation fines and liens recorded against the property at 1530 N.E. 159<sup>th</sup> Street, North Miami Beach, was submitted by owner Southeast Property Acquisitions, LLC (“Owner”) to the City of North Miami Beach (“City”); and

**WHEREAS**, Code Violation Complaint No. 11-1028-58, citing failure to maintain the landscape, was issued to the prior owner of the property on October 28, 2011; and

**WHEREAS**, the code violation fines and liens on this residential property total \$77,100.00, comprising recorded liens in the amount of \$5,800.00 and accrued fines in the amount of \$71,300.00, as shown in the attached code violation summary; and

**WHEREAS**, the property was the subject of a mortgage foreclosure action from March 2008 through February 2014, when it was sold at auction; and

**WHEREAS**, the foreclosure action did not name the City as a Defendant junior lienholder and so the \$77,100.00 in penalties were not extinguished; and

**WHEREAS**, the Owner purchased the property on April 23, 2014, and brought the violation into compliance on September 2, 2014; and



**WHEREAS**, the Owner has offered the City \$7,700.00, approximately ten per cent of the total penalties assessed or seven per cent (7%) of the market value of the single family home with a market value of approximately \$110,000.00, to satisfy the penalties arising from the code violation; and

**WHEREAS**, the Owners will pay the City the sum of \$7,700 within thirty (30) days of the adoption of this Resolution and agree and acknowledge that failure to render payment in a timely manner will cause the original amount of \$77,100.00 in liens and fines to remain against the property and result in the voiding of the Resolution; and

**WHEREAS**, the City of North Miami Beach believes it to be in the best interests of the residents and citizens of the City of North Miami Beach to accept \$7,700.00 to settle and satisfy the fines and liens resulting from Code Complaint No. 11-1028-58, and upon the Owner's compliance with the terms and conditions herein, will deem all fines, liens, fees, charges and penalties arising from Code Complaint No. 11-1028-58 satisfied and settled and will execute and record lien releases with the County Recorder.

**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 and are incorporated fully herein.

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, hereby accept \$7,700.00 to settle and satisfy the subject code enforcement fines and liens, payable in full within thirty (30) days of the adoption of this Resolution, and upon receipt of \$7,700.00, to cause releases of all liens resulting from Code Complaint No. 11-1028-58 to be executed and recorded in the Public Records of Miami-Dade County, Florida.

**Section 3.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager, or her designee, to execute lien releases in accordance with the above terms and conditions.

**Section 4.** This Resolution shall take effect 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 January, 2015.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council



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

## MEMORANDUM

 [Print](#)

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Candido Sosa-Cruz, Director of Code Compliance & Building Services  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution No. R2015-7 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

---

**BACKGROUND ANALYSIS:** The Code Compliance Division received a request from property owner Richard Bradshaw Watson II, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 340 NE 170th Street.

**RECOMMENDATION:** It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$4,000.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer, and better place to live.

**FISCAL/BUDGETARY IMPACT:** Richard Bradshaw Watson II has offered the City \$4,000.00 to settle and satisfy the property's fines and liens, and for the execution and recording of lien releases.

---

**ATTACHMENTS:**

- [Cover Memo & Backup Documentation](#)
- [Resolution No. R2015-7](#)



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

## **CODE COMPLIANCE & BUILDING SERVICES**

### ***Interoffice Memorandum***

---

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

**VIA:** Jose Smith, City Attorney  
Mac Serda, Assistant City Manager  
Richard Lorber, Assistant City Manager

**FROM:** Candido Sosa-Cruz, Director of Code Compliance & Building Services

**DATE:** January 12, 2014

**SUBJECT:** **Liens & Fines Mitigation for Property 340 NE 170<sup>th</sup> Street**

---

The Code Compliance Division received a request from property owner Richard Bradshaw Watson II, to mitigate, satisfy and settle outstanding code violation fines and liens recorded against the property located at 340 NE 170<sup>th</sup> Street, North Miami Beach, FL.

Property located at 340 NE 170<sup>th</sup> Street, has running fines and liens for code violations consisting of Paint Maintenance, Fence Maintenance, Driveway Maintenance and Building Maintenance. The running fines date from 1997, the total amount of fines to date is \$730,750.00 and recorded liens are \$627,700.00 for a total amount of fines and liens of \$1,459,200.00. As of the date of this letter, all code violations are in compliance. Prior to the mitigation request, Mr. Watson II paid \$3,317.62 for hard costs incurred by the City for lot clearings at property 340 NE 170<sup>th</sup> Street.

Mr. Watson II has offered the City \$4,000.00 to settle and satisfy the property's outstanding fines and liens, and for the execution and recording of lien releases.

It is recommended in the best interests of the citizens of the City of North Miami Beach to accept the \$4,000.00 to settle and satisfy the fines and liens and execute lien releases. The purpose of code enforcement is to achieve code compliance so that the citizens of North Miami Beach may enjoy a cleaner, safer and better place to live.

Thank you.

FOLIO: 07-2207-005-0520

PROPERTY ADDRESS: 340 NE 170 ST  
PROPERTY OWNER : RICHARD BRADSHAW WATSON II

COMPLAINT#	VIOLATION	FINE DATE	LIEN DATE	FINE AMT	POTENTIAL LIEN AMT	RECORDED LIEN AMT
090610-05	MISC COMPLA	05/18/2010	11/30/2010	7,000.00	.00	7,000.00
	Case 100051	06/30/2010	01/20/2011	10,750.00	.00	10,750.00
		09/30/2010	01/20/2011	23,000.00	.00	23,000.00
		01/25/2011	07/22/2011	23,000.00	.00	23,000.00
		03/30/2011	11/18/2011	22,250.00	.00	22,250.00
		06/29/2011	04/04/2012	22,750.00	.00	22,750.00
		10/03/2011	04/06/2012	23,250.00	.00	23,250.00
		12/30/2011	04/06/2012	22,750.00	.00	22,750.00
		03/30/2012		22,750.00	22,750.00	.00
		06/29/2012		22,750.00	22,750.00	.00
		09/28/2012		20,250.00	20,250.00	.00
			TOTALS	220,500.00	65,750.00	154,750.00
100115-17	PAINT BUILD	06/16/2010	11/30/2010	6,250.00	.00	6,250.00
	Case 100228	09/30/2010	01/20/2011	26,500.00	.00	26,500.00
		01/25/2011	07/22/2011	23,000.00	.00	23,000.00
		03/30/2011	11/18/2011	22,250.00	.00	22,250.00
		06/29/2011	04/04/2012	22,750.00	.00	22,750.00
		10/03/2011	04/06/2012	23,250.00	.00	23,250.00
		12/30/2011	04/06/2012	22,750.00	.00	22,750.00
		03/30/2012		22,750.00	22,750.00	.00
		06/29/2012		22,750.00	22,750.00	.00
		09/28/2012		22,750.00	22,750.00	.00
		12/31/2012		23,500.00	23,500.00	.00
		04/01/2013		22,500.00	22,500.00	.00
		06/28/2013		22,250.00	22,250.00	.00
		09/30/2013		23,500.00	23,500.00	.00
		12/31/2013		23,000.00	23,000.00	.00
		03/31/2014		22,500.00	22,500.00	.00
		06/30/2014		22,750.00	22,750.00	.00
		07/30/2014		6,000.00	6,000.00	.00
			TOTALS	381,000.00	234,250.00	146,750.00
100115-18	FENCE MAINT	06/16/2010	11/30/2010	6,250.00	.00	6,250.00
	Case 100451	09/30/2010	01/20/2011	26,500.00	.00	26,500.00
		01/25/2011	07/22/2011	23,000.00	.00	23,000.00
		03/30/2011	11/18/2011	22,250.00	.00	22,250.00
		06/29/2011	04/04/2012	22,750.00	.00	22,750.00
		10/03/2011	04/06/2012	23,250.00	.00	23,250.00
		12/30/2011	04/06/2012	22,750.00	.00	22,750.00
		03/30/2012		22,750.00	22,750.00	.00
		06/29/2012		22,750.00	22,750.00	.00
		09/28/2012		22,750.00	22,750.00	.00
		12/31/2012		23,500.00	23,500.00	.00
		04/01/2013		22,500.00	22,500.00	.00
		06/28/2013		22,250.00	22,250.00	.00
		09/30/2013		23,500.00	23,500.00	.00
		12/31/2013		23,000.00	23,000.00	.00
		03/31/2014		22,500.00	22,500.00	.00
		06/30/2014		22,750.00	22,750.00	.00
		07/30/2014		6,000.00	6,000.00	.00
			TOTALS	381,000.00	234,250.00	146,750.00
100115-19	DRIVEWAY MA	06/16/2010	11/30/2010	6,250.00	.00	6,250.00
	Case 100229	09/30/2010	01/20/2011	26,500.00	.00	26,500.00

*Complied  
09/19/2012*

*Complied  
07/25/2014*

*Complied  
07/25/2014*

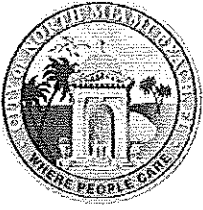
FOLIO: 07-2207-005-0520

PROPERTY ADDRESS: 340 NE 170 ST  
PROPERTY OWNER : RICHARD BRADSHAW WATSON II

COMPLAINT#	VIOLATION	FINE DATE	LIEN DATE	FINE AMT	POTENTIAL LIEN AMT	RECORDED LIEN AMT
		01/25/2011	07/22/2011	23,000.00	.00	23,000.00
		03/30/2011	11/18/2011	22,250.00	.00	22,250.00
		06/29/2011	04/04/2012	22,750.00	.00	22,750.00
		10/03/2011	04/06/2012	23,250.00	.00	23,250.00
		12/30/2011	04/06/2012	22,750.00	.00	22,750.00
		03/30/2012		22,750.00	22,750.00	.00
		06/29/2012		22,750.00	22,750.00	.00
		09/28/2012		22,750.00	22,750.00	.00
		12/31/2012		23,500.00	23,500.00	.00
		04/01/2013		22,500.00	22,500.00	.00
		06/28/2013		22,250.00	22,250.00	.00
		09/30/2013		23,500.00	23,500.00	.00
		12/31/2013		23,000.00	23,000.00	.00
		02/27/2014		13,500.00	13,500.00	.00
		TOTALS		343,250.00	196,500.00	146,750.00
130211-01	BUILDING MA	07/16/2013		3,700.00	.00	.00
	Case 134083	09/30/2013		7,600.00	.00	.00
		12/31/2013		9,200.00	.00	.00
		03/31/2014		9,000.00	.00	.00
		06/30/2014		9,100.00	.00	.00
		09/30/2014		8,600.00	.00	.00
		TOTALS		47,200.00	.00	.00
960510-28	PAINT BUILD	01/17/1997	09/22/1997	3,150.00	.00	3,150.00
	Case 960657	04/17/1997	09/22/1997	13,500.00	.00	13,500.00
		08/06/1997		13,650.00	.00	.00
		12/10/1997		13,800.00	.00	.00
		03/23/1998		26,100.00	.00	.00
		06/30/1998	04/09/1999	14,850.00	.00	14,850.00
		07/15/1998	04/09/1999	1,200.00	.00	1,200.00
		TOTALS		86,250.00	.00	32,700.00
GRAND TOTALS				1,459,200.00	730,750.00	627,700.00

*complied  
09/23/2014*

*complied  
07/09/1998*



## City of North Miami Beach, Florida

### CODE COMPLIANCE & BUILDING SERVICES

January 7, 2014

Richard Bradshaw Watson II  
765 S. Biscayne River Drive  
Miami, FL 33169

**RE: 340 NE 170<sup>th</sup> Street – City Code Liens and Fines Mitigation Request**

Dear Mr. Watson:

As discussed through email and telephone communications, the City agrees in exchange for receipt of payment in the amount of \$4,000.00 (proposed mitigated amount) by company check, cashier's check or bank check, to execute releases of the City's recorded code violation liens and waive the approximately \$1,459,200.00 in code violation fines accrued on 340 NE 170<sup>th</sup> Street, North Miami Beach, contingent upon approval by the Mayor and Council at the **January 20<sup>th</sup> Council meeting**.

If the mitigated amount is approved by the Mayor and Council, please bring a company, cashier's or bank check in the amount of \$4,000.00 to the Code Compliance Division within 30 days after the City Council meeting.

If you agree please sign and have letter notarized.

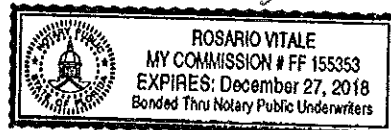
Sincerely,

Candido Sosa-Cruz  
Director of Code Compliance &  
Building Services  
305-948-2964  
[candido.sosa-cruz@citynmb.com](mailto:candido.sosa-cruz@citynmb.com)

Richard Bradshaw Watson II  
765 S. Biscayne River Drive  
Miami, FL 33169

W325-742-59-266-0

Rosario Vitale 1/12/15





CITY OF NORTH MIAMI BEACH  
CODE COMPLIANCE DIVISION

REQUEST FOR MITIGATION HEARING

Sept. 25, 2014

I, Richard Bradshaw Watson (Watson II) the property owner, mortgage holder, or buyer with a contract, am requesting a mitigation hearing at the next available Code Enforcement Board /

Special Magistrate meeting to discuss and mitigate all fines and or liens for the following case

number(s) 100051, 100228, 100451, 100229, 134083, 960657

for the property located at 340 NE 170 ST in the

City of North Miami Beach, Folio # 07-2207-005-0520

Reason for request; \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

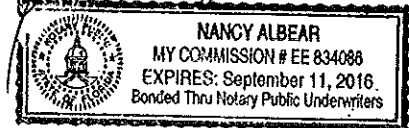
Sign Richard Bradshaw Watson II

Print Name RICHARD BRADSHAW WATSON II

Address 765 S BISCAYNE BLVD DY  
MIAMI, FL 33169

Phone 786-536-5869

*Nancy Albear*



Signed before me on  
09/29/14 by RICHARD B WATSON  
with PL DC# W375-74259-266-0

\* This request should be Notarized.

\* Evidence of financial interest is required and should include one or more of the following, Miami-Dade Tax Collector data, Deed, Mortgage, or signed contract to purchase.





# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/15/2014

Property Information	
Folio:	07-2207-005-0520
Property Address:	340 NE 170 ST
Owner	RICHARD BRADSHAW WATSON II
Mailing Address	765 S BISCAYNE RIVER DR MIAMI, FL 33169
Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	2 / 1 / 0
Floors	1
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,278 Sq.Ft
Lot Size	8,800 Sq.Ft
Year Built	1947



Assessment Information			
Year	2014	2013	2012
Land Value	\$26,294	\$26,294	\$21,182
Building Value	\$44,587	\$44,587	\$48,479
XF Value	\$2,132	\$2,157	\$2,528
Market Value	\$73,013	\$73,038	\$72,189
Assessed Value	\$73,013	\$73,038	\$72,189

Benefits Information				
Benefit	Type	2014	2013	2012
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
7 52 42 FULFORDALE PB 9-46 LOTS 61 & 62 BLK 7 LOT SIZE 80.000 X 110 OR 13554-1411 0188 1

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$73,013	\$73,038	\$72,189
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$73,013	\$73,038	\$72,189
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$73,013	\$73,038	\$72,189
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$73,013	\$73,038	\$72,189

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/1988	\$43,500	13554-1411	2008 and prior year sales; Qual by exam of deed
07/01/1974	\$29,000	00000-00000	2008 and prior year sales; Qual by exam of deed
12/01/1971	\$15,000	00000-00000	2008 and prior year sales; Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# City of North Miami Beach, Florida

## CODE COMPLIANCE & BUILDING SERVICES

October 2, 2014

Richard Bradshaw Watson II  
765 S. Biscayne River Dr.  
Miami, FL 33169  
786-536-5869

**RE: 340 NE 170<sup>th</sup> Street – Code Liens and Fines Mitigation Request**

Dear Mr. Watson:

I reviewed your request for a mitigation hearing and discussed your request with our Assistant City Attorney, upon clearing of check #2626 in the amount of \$3,317.62, the City will release the following liens:

Complaint #	Amount	Complaint #	Amount	Complaint#	Amount
100111-14	\$263.29	101122-01	\$263.29	110606-17	\$263.29
110801-06	\$262.33	110909-14	\$263.29	111108-01	\$263.29
120405-01	\$263.29	120613-03	\$224.65	120831-01	\$174.65
121109-02	\$174.65	130503-05	\$174.65	130626-06	\$174.65
131015-06	\$174.65	140220-07	\$174.65	140306-03	\$203.00

In regards to your request that all other liens be forgiven to a balance of zero, unfortunately I do not have the authority to release the remaining five liens listed below, only the Mayor and Council can approve releases of recorded liens.

Complaint#	Amount	Complaint#	Amount	Complaint#	Amount
090610-05	\$154,750	100115-17	\$146,750	100115-18	\$146,750
100115-19	\$146,750	960510-28	\$32,700		

Additionally, if check #2626 does not clear the liens will not be released

If you have any questions please feel free to contact me.

Thank you,

Candido Sosa-Cruz  
Director of Code Compliance & Building Services  
305-948-2964  
[candido.sosa-cruz@citynmb.com](mailto:candido.sosa-cruz@citynmb.com)

16901 NE 19<sup>th</sup> Ave • North Miami Beach, FL 33162 • 305-948-2964

U.S. Postal Service  
**CERTIFIED MAIL**  
(Domestic Mail Only; No International Mail)

For delivery information visit [usps.com](http://usps.com)

**OFFICE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To  
Street, Apt. No.;  
or PO Box No.  
City, State, ZIP+4

service for two years  
with First-Class Mail® or Priority Mail®  
of international mail.  
PROVIDED with Certified Mail. For  
Registered Mail.  
may be requested to provide proof of  
please complete and attach a Return  
add applicable postage to cover the  
requested\*. To receive a fee waiver for  
mark on your Certified Mail receipt is  
be restricted to the addressee or  
the clerk or mark the mailpiece with the  
If a postmark on the Certified Mail  
label with postage and mail.  
present it when making an inquiry.  
02-000-9047

7014 1200 0000 2495 9763

**RESOLUTION NO. R2015-7**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SETTLE, SATISFY AND EXECUTE LIEN RELEASES IN MITIGATION OF CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS ON THE PROPERTY LOCATED AT 340 N.E. 170<sup>th</sup> STREET, NORTH MIAMI BEACH, FLORIDA, IN THE AMOUNT OF \$4,000.**

**WHEREAS**, a request to mitigate, satisfy and settle code violation fines and liens recorded against the property at 340 N.E. 170<sup>th</sup> Street, North Miami Beach, was submitted by owner Richard Bradshaw Watson, II (“Owner”) to the City of North Miami Beach (“City”); and

**WHEREAS**, the code violation fines and liens on this residential property total \$1,459,200.00, comprising recorded liens in the amount of \$627,700.00 and accrued fines in the amount of \$730,750.00 for various non-serious code violations, as shown in the attached code violations summary; and

**WHEREAS**, Code Complaint No. 96-0510-28, issued May 10, 1996, for failure to paint the front of the house, was brought into compliance on July 9, 1998; and

**WHEREAS**, Code Complaint No. 09-0610-05, issued on June 10, 2009 for a broken mailbox, was brought into compliance on September 18, 2012; and

**WHEREAS**, Code Complaint No. 10-0115-17, issued on January 15, 2010 for failure to paint the fascia of the house, was brought into compliance on July 25, 2014; and

**WHEREAS**, Code Complaint No. 10-0115-18, issued on January 15, 2010 for failure to paint and maintain the fence wall, was brought into compliance on July 25, 2014; and

**WHEREAS**, Code Complaint No. 10-0115-19, issued on January 15, 2010, for failure to maintain the driveway, was brought into compliance on February 24, 2014; and

**RESOLUTION NO. R2015-7**

**WHEREAS**, Code Complaint No. 13-0211-01, issued on February 11, 2013, for failure to maintain the building, was brought into compliance on September 25, 2014 by repairing the broken window at the front of the house; and

**WHEREAS**, the Owner was prevented from bringing the violations into compliance due to the tenant of the property, who caused harm and damage to the house and was required to be evicted under court action; and

**WHEREAS**, the Owner has offered the City \$4,000.00, approximately five and a half per cent (5<sup>1/2</sup>%) of the approximately \$73,000 market value of the single family home, to satisfy the penalties arising from the non-serious code violations; and

**WHEREAS**, the Owner will pay the City the sum of \$4,000 within thirty (30) days of the adoption of this Resolution and agree and acknowledge that failure to render payment in a timely manner will cause the original amount of \$1,459,200.00 in liens and fines to remain against the property and result in the voiding of the Resolution; and

**WHEREAS**, the City of North Miami Beach believes it to be in the best interests of the residents and citizens of the City of North Miami Beach to accept \$4,000.00 to settle and satisfy the fines and liens resulting from the code violations, and upon the Owner's compliance with the terms and conditions herein, will deem all fines, liens, fees, charges and penalties arising from Code Complaint No. 09-0610-05; Code Complaint No. 10-0115-17; Code Complaint No. 10-0115-18; Code Complaint No. 10-0115-19; Code Complaint No. 13-0211-01, and Code Complaint No. 96-0510-28 satisfied and settled and will execute and record lien releases with the County Recorder.

**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 and are incorporated fully herein.

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, hereby accept \$4,000.00 to settle and satisfy the subject code enforcement fines and liens, payable in full within thirty (30) days of the adoption of this Resolution, and upon receipt of \$4,000.00, to cause releases of all liens resulting from the above-described Code Complaints to be executed and recorded in the Public Records of Miami-Dade County, Florida.

**Section 3.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager, or her designee, to execute lien releases in accordance with the above terms and conditions.

**Section 4.** This Resolution shall take effect 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 January, 2015.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council



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

## MEMORANDUM

 [Print](#)

---

**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:**  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Litigation List (Jose Smith, City Attorney)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Jose Smith, City Attorney**  
**DATE: January 20, 2015**

---

**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**III. Other Litigation:**

**Sears Holdings Management Corp v CNMB**  
**Administrative Appeal**

**DISMISSED**

**IV. Forfeitures:**

**\* CNMB v Williams, D./Best Car Financial, Inc.**  
**One 2011 Jaguar XJ**

**V. Mortgage Foreclosures:**

**Adrian Goett v CNMB (Stone)**

**CLOSED**

**\* Reverse Mortgage Solutions v CNMB (Estate of Alexander Chupak, Deceased)**

**US Bank v CNMB (Rubin)**

**DISMISSED**

**VI. Bankruptcies:**

\*New Cases



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

**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Candido Sosa-Cruz, Director of Code Compliance & Building Services  
**DATE:** Tuesday, January 20, 2015

---

**RE:** SMG Entertainment, Inc. D/B/A Black Diamonds

---

**BACKGROUND ANALYSIS:**

In order to operate a business in the City of North Miami Beach, during the hours from 4:00 am to 6:00 am, a business must obtain an extended license from the City Council.

SMG Entertainment, Inc. D/B/A Black Diamonds is an adult entertainment establishment requesting to obtain a 4:00 am to 6:00 am Extension of Hours Business Tax Receipt. Per Ordinance No. 2012-17 applicants have to appear before City Council and request an extended license.

**RECOMMENDATION:**

A non-refundable Business Tax Receipt fee for extended hours, shall be subject to an initial six (6) month review before the issuance of the Business Tax Receipt by the City Council and a satisfactory report from the Chief of Police.

**FISCAL/BUDGETARY IMPACT:**

For fiscal year 2014-2015 the Business Tax Receipt Division received \$17,901.80 in Business Tax Receipt fees from Black Diamonds. Below is a detailed break down of the fees:

Adult Entertainment License Fee:	\$10,015.00
Night Club License Fee:	\$ 1,536.80
Extension of Hours 2 am to 4 am:	\$ 3,165.00
Extension of Hours 4 am to 6 am:	\$ 3,185.00

---



**ATTACHMENTS:**

- [Business Tax Receipt Application, Police Background Check, Ordinance 2012-17: 4 to 6 AM Extension of Hours, City Managers Approval: 2 to 4 AM Extension of Hours, State Licensing: Permanent Food Service & 4 COP, Corporate Documentation](#)
- [Call for Service from 01/09/2015 - 01/15/2015](#)



City of North Miami Beach  
 Business Tax Receipt Division  
 17050 NE 19 Avenue • North Miami Beach, FL 33162  
 Phone: (305) 948-2917 • Fax: (305) 957-3517

ACCOUNT #  
194760  
 CZU:  
                    

### Business Tax Receipt Application

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

New Business

PENDING APPROVAL

Transfer of Location From: \_\_\_\_\_

Transfer of Ownership From: \_\_\_\_\_

Amendment: \_\_\_\_\_

Date Applied: <u>12-23-2014</u>	Date Opening: <u>upon approval</u>	Hours & Days of Operation:
Trade/DBA Name: <u>Black Diamonds</u>	Corporate Name: <u>SMG ENTERTAINMENT, INC.</u>	
Business Address: <u>17450 Biscayne Blvd, NMB, FL 33160</u>	Mailing Address: <u>17450 Biscayne Blvd., NMB, FL 33160</u>	
Business Phone: <u>786-955-9503</u>	Alternate Phone: <u>786-275-6923 (Norman C. Powell, Atty)</u>	
Business Fax:	Plaza/Building Name:	
E-mail:	Website: <u>www.blackdiamondsmiami.com</u>	
Name, Title and Home Address of All Persons Associated With the Business: (If additional space is needed, please attach.)		
1. <u>Michael A. Goldfarb, President</u>		
2. <u>10902 N.W. 70<sup>th</sup> Court, Parkland, Florida 33076</u>		
3. _____		
4. _____		

Complete Information Below, if applicable:

Fictitious Name Registration (Please submit a copy of your registration with the application.) **OR** check the appropriate box below:

This certifies that the above-named business is exempt from registering for a fictitious name for the following reason: (check one)

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

Federal Tax Id #: 200746615 Incorporation Reg #: P04000033830

State Certificate #: G13000086255 (Please submit a copy with the application.) Square Footage of Space: 6,071 sq. ft.

- Is this business location run on Septic Service?  Yes  No
- Previous Business Use of Property: EXISTING NIGHTCLUB/ Previous Business's Name: BLACK DIAMONDS
- Is this a minority-owned business? (optional)  Yes  No ADULT ENTERTAINMENT
- Are you interested in receiving information from the City regarding economic development opportunities, programs or grants?  Yes  No ac
- Total number of employee's: 30

Property Owner/Landlord Name: (if different from business owner) <u>MTV Biscayne LLC</u>	Trade/DBA Name:
Mailing Address: <u>1549 N.E. 123 St. Miami, Florida 33141</u>	Business Phone:

OFFICE USE ONLY: CRA YES  NO

DETERMINATION OF BUSINESS TAX FEES

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

1. Request for extension of business hours extension (4:00 a.m. - 6:00 a.m.)

- 1. Are you sharing space with another business? ... 2. Will you be serving alcohol on the premises? ... 3. Are you requesting an extension of hours? ... 4. Is this business going to have retail or wholesale? ... 5. Is this a home-based business? ... 6. Are you designated by the IRS as a 501(c)3? ... 7. Are you claiming any exemptions per F.S. Chapter 205? ...

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

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

Signature of Authorized Agent

Date: 12.23.2014

Michael A. Goldfarb
Print Name

Title: President

12/23/14

Table with columns for Class Code, Fee Type, Amount, and Total Due. Includes handwritten entries for 'new 2014/15 (1st 6 months)', 'Application Fee 35.00', and 'Total Due: 3,185.00'. Payment Type is 'Check'.

Table for Administrative Approvals with columns for Department, Approved/Denied checkboxes, Date, and Conditions.

## Calls for service for Black Diamonds

From August 20, 2014 through January 8, 2015

### Investigations:

- 1) 08/30/2014 @ 2114 hrs. Theft of a purse reported
- 2) 08/31/2014 @ 0354 hrs. Burglary to a vehicle (2014-0831-02)
- 3) 09/04/2014 @ 1644 hrs. Lost Driver License reported
- 4) 09/19/2014 @ 0233 hrs. Possible burglary subjects
- 5) 10/10/2014 @ 0356 hrs. Shots fired (2014-1010-04)
- 6) 10/10/2014 @ 0445 hrs. Burglary to a vehicle (2014-1010-03)
- 7) 10/13/2014 @ 2311 hrs. Shots fired reported (unfounded)
- 8) 11/15/2014 @ 0433 hrs. Strong arm robbery (2014-1115-07)
- 9) 11/15/2014 @ 0619 hrs. Narcotics arrest (2014-1115-08)
- 10) 12/26/2014 @ 0222 hrs. Burglary to a vehicle (2014-1226-2)
- 11) 12/30/2014 @ 2131 hrs. Lost driver License

### Disturbance:

- 1) 09/12/2014 @ 0153 hrs. Caused by patron
- 2) 10/27/2014 @ 0006 hrs. Fare dispute
- 3) 01/02/2015 @ 0327 hrs. Caused by patron



**City of North Miami Beach, Florida**  
**Police Department**

---

Memorandum No. \_\_\_\_\_

Date: August 19, 2014

To: Candido Sosa-Cruz  
Code Compliance and Building Services

From: J. Scott Dennis, Chief of Police

Subject: Black Diamonds Business Check

A handwritten signature in black ink, appearing to read "J. Scott Dennis", written over a horizontal line.

---

Per your memorandum dated August 18, 2014, requesting an investigation into the listed business of SMG Entertainment Inc. D/B/A, "Black Diamonds" 17450 Biscayne Boulevard, the following was learned:

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

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

As per your request, a call for service history was conducted for the time frame of October 18, 2013 through August 19, 2014. There were twenty-five (25) calls for service during this time frame that related to the actual business; (7) Disturbances, (14) investigations, (4) assault/battery.

JSD/pp  
Attachment (16)

CITY OF NORTH MIAMI BEACH  
POLICE DIVISION

2014 AUG 26 PM 1:44

RECEIVED

**Calls for service for Black Diamonds**

**From October 18, 2013 through August 19, 2014**

RECEIVED  
2014 AUG 25 PM 1:44  
EULEY DIVISION  
CITY OF NEWTON MASSACHUSETTS

**Investigations:**

- 1) 11/20/2013 @ 0124 hrs. burglary to a vehicle
- 2) 12/01/2013 @ 0424 hrs. Establishment open past 0430 hrs.
- 3) 12/07/2013 @ 0351 hrs. assisted patron with injuries
- 4) 12/13/2013 @ 0357 hrs. narcotics arrest (2013-1213-01)
- 5) 12/30/2013 @ 2133 hrs. illegally parked truck
- 6) 01/11/2014 @ 0358 hrs. patron arrested with a firearm  
(2014-0111-04)
- 7) 01/11/2014 @ 0456 hrs. patron arrested for disorderly
- 8) 01/13/2014 @ 2133 hrs. hit and run investigated
- 9) 03/29/2014 @ 0313 hrs. Accident investigated
- 10) 04/13/2014 @ 1640 hrs. burglary to the business 2014-0413-13
- 11) 05/10/2014 @ 0345 hrs. hit and run investigated
- 12) 06/04/2014 @ 0449 hrs. fire at the business 2014-06-04-02
- 13) 08/03/2014 @ 0312 hrs. shots fired 2014-0803-06
- 14) 06/07/2014 @ 0554 hrs. audible alarm

**Disturbance:**

- 1) 11/20/2013 @ 0500 hrs. domestic disturbance
- 2) 11/20/2013 @ 0517 hrs. disturbance between employee/patron
- 3) 11/29/2013 @ 0352 hrs. caused by patron
- 4) 11/30/2013 @ 0444 hrs. loud music
- 5) 01/04/2014 @ 0406 hrs. caused by patrons leaving club

- 6) 01/27/2014 @ 0341 hrs. caused by patrons
- 7) 04/05/2014 @ 0426 hrs. caused by employees

**Assault/Battery:**

- 1) 01/04/2014 @ 0430 hrs. alleged battery between bouncers  
(2014-0104-08)
- 2) 01/29/2014 @ 0130 hrs. sexual battery (2014-0129-19)
- 3) 02/22/2014 @ 0039 hrs. assault on a police officer  
(2014-0222-03)
- 4) 07/18/2014 @ 0406 hrs. battery (2014-0718-04)

RECEIVED  
2014 AUG 26 PM 1:44  
CITY OF MIAMI DIVISION  
EACH

**ORDINANCE NO. 2012-17**

**AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ALCOHOLIC BEVERAGES" BY AMENDING SECTION 12-2.2, SUBSECTION c.1-5, TO REQUIRE A TWELVE-MONTH WAITING PERIOD AFTER THE DENIAL OF A 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE PRIOR TO A SUBSEQUENT APPLICATION FOR THE 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 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**, all too often, businesses in the City applying for a 4:00 a.m. - 6:00 a.m. extended license are denied and repeatedly appear before the City Council until the Council ultimately approves the license; and

**WHEREAS**, without any changed circumstances, applicants continuously and repeatedly appear before City Council and request an extended license; and

**WHEREAS**, the Code of Ordinances already has an appeal process in place should an extended license be denied; and

**WHEREAS**, the Mayor and City Council believe that requiring a twelve-month waiting period after the denial of a 4:00 a.m. - 6:00 a.m. extended license prior to a subsequent application for the extended license will be consistent with other denial procedures outlined in the City Code.

**NOW, THEREFORE,**

**ORDINANCE NO. 2012-17**



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

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

**Section 2.** Section 12-2.2 c.1-5 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.**

**c.1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.**

**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 prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.**

**3. Upon the denial of an application for an extension of hours business tax receipt, a period of twelve (12) months must run prior to the filing of a subsequent application relating to the subject business.**

**24. Upon approval by the City Council for a 4:00 a.m. - 6:00 a.m. business tax receipt, the initial license shall be issued for a six (6) month period at a non-refundable fee of one-half the annual fee. The applicant shall not be entitled to the return of any application fee should the 4:00 a.m. - 6:00 a.m. business tax receipt be denied.**

**35. Thereafter, upon approval by the City Council, a business tax receipt for extended hours shall be issued for a non-refundable fee subject to annual review before the issuance of the yearly business tax receipt by the City Council and a satisfactory report from the Chief of Police, as follows:**

**Class A: One thousand fifty (\$1,050.00) dollars per year.**

**Class B: Three thousand one hundred fifty (\$3,150.00) dollars per year.**

**ORDINANCE NO. 2012-17**

**Class C: Six thousand three hundred (\$6,300.00) dollars  
per year.**

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

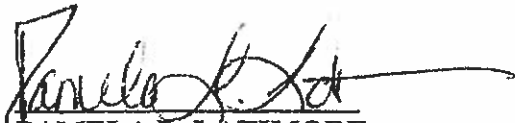
**Section 4.** If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

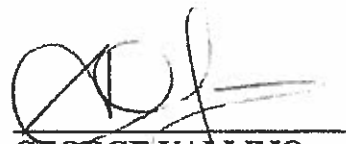
**Section 5.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered 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 August, 2012.

**APPROVED AND ADOPTED** on second reading this 4th day of September, 2012.

**ATTEST:**

  
**PAMELA L. LATIMORE**  
**CITY CLERK**  
**(CITY SEAL)**

  
**GEORGE VALLEJO**  
**MAYOR**

**APPROVED AS TO FORM**

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

**Sponsored by: Mayor George Vallejo**  
**City Council**

**ORDINANCE NO. 2012-17**



# City of North Miami Beach Interoffice Memorandum

## *Business Tax Receipt*

**TO:** Ana Garcia, City Manager  
**FROM:** Richard Lorber, Assistant City Manager  
**DATE:** August 28, 2014

**RE:** Request Approval or Denial of Extension of Hours for 2:00 A.M. to 4:00 A.M. Licensees, as per Ordinance No. 91-13

We received a request for the renewal of the extension of hours from 2 AM to 4 Am for the Business Tax Receipt. We are respectfully requesting your approval or denial as per Ordinance No. 91-13 and City Code, Part II, Chapter XII- Local Business Tax Receipts and regulations, Section 12-2.2 Permitted days and Hours of Sales. Please see attached Police Incident and Criminal Investigative Report.

1. Black Diamonds

As always, if you have any questions, please do not hesitate to call me at 2917.

	Approved	Denied	Date
Ana Garcia, City Manager <i>FOR</i> <i>10-8-14</i>		_____	_____

C: Mac Serda, Assistant City Manager  
Candido Sosa-Cruz, Director of Code Compliance & Building Services  
Marlene Rivera, License Specialist

RECEIVED  
2014 OCT -8 PM 6:29  
BULSARD DIVISION  
CITY OF NORTH MIAMI BEACH

4:25:34 PM 10/3/2014

**Licensee Details****Licensee Information**

Name: **SMG ENTERTAINMENT INC (Primary Name)**  
**BLACK DIAMONDS (DBA Name)**

Main Address: **10902 NW 70TH COURT**  
**PARKLAND Florida 33076**

County: **BROWARD**

License Mailing:

LicenseLocation: **17450 BISCAYNE BLVD**  
**NORTH MIAMI BEACH FL 33160**

County: **DADE**

**License Information**

License Type: **Retail Beverage**

Rank: **4COP**

License Number: **BEV2300728**

Status: **Current,Active**

Licensure Date: **10/21/2004**

Expires: **03/31/2015**

<b>Special Qualifications</b>	<b>Qualification Effective</b>
<b>Invoice Sent</b>	<b>07/23/2004</b>
<b>Dual Beverage and Tobacco License</b>	<b>06/15/2004</b>
<b>Quota License</b>	<b>06/15/2004</b>
<b>Liens</b>	

**[View Related License Information](#)****[View License Complaint](#)**

**[1940 North Monroe Street, Tallahassee FL 32399](#)** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **[Copyright 2007-2010 State of Florida, Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.

4:17:36 PM 10/3/2014

**Licensee Details****Licensee Information**

Name: **SMG ENTERTAINMENT INC (Primary Name)**  
**BLACK DIAMONDS (DBA Name)**

Main Address: **17450 BISCAYNE BOULEVARD**  
**NORTH MIAMI BEACH Florida 33160**

County: **DADE**

License Mailing: **17450 BISCAYNE BOULEVARD**  
**NORTH MIAMI BEACH FL 33160**

County: **DADE**

LicenseLocation: **17450 BISCAYNE BLVD**  
**NORTH MIAMI BEACH FL 33160**

County: **DADE**

**License Information**

License Type: **Permanent Food Service**

Rank: **Seating**

License Number: **SEA2326029**

Status: **Current,Active**

Licensure Date: **10/17/2008**

Expires: **10/01/2015**

**Special Qualifications**      **Qualification Effective**

**No Plan Review**            **08/12/2008**

**Risk Level 1**                **06/01/2014**

**[View Related License Information](#)****[View License Complaint](#)****[View Recent Inspections](#)**

**[1940 North Monroe Street, Tallahassee FL 32399](#)** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **[Copyright 2007-2010 State of Florida. Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

SMG ENTERTAINMENT, INC.

**Filing Information**

<b>Document Number</b>	P04000033830
<b>FEI/EIN Number</b>	200746615
<b>Date Filed</b>	02/20/2004
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/17/2005
<b>Event Effective Date</b>	NONE

**Principal Address**17450 BISCAYNE BLVD  
NORTH MIAMI BEACH, FL 33160

Changed: 09/25/2008

**Mailing Address**17450 BISCAYNE BLVD  
NORTH MIAMI BEACH, FL 33160

Changed: 09/25/2008

**Registered Agent Name & Address**GOLDFARB, MICHAEL  
10902 N.W. 70TH COURT  
PARKLAND, FL 33076

Name Changed: 06/10/2010

Address Changed: 08/15/2013

**Officer/Director Detail****Name & Address**

Title P

GOLDFARB, MICHAEL  
10902 N.W. 70TH COURT  
PARKLAND, FL 33076

Calls for service for Black Diamonds

From January 9, 2015 through January 15, 2015

Investigations:

**No incidents were reported during the time frame requested.**



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:** Richard Lorber, Assistant City Manager  
Carlos M. Rivero, City Planner  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Ordinance No. 2015-1 (Second and Final Reading)(Carlos Rivero, City Planner)

---

**BACKGROUND ANALYSIS:**

As architectural styles and preferences change, the Planning and Zoning Department is increasingly receiving proposals for flat roof homes. Presently, such homes that could otherwise proceed directly to permitting per Section 24-172 of the City's Zoning and Land Development Code, have to go through an expensive and time consuming variance process. This situation delays and even hinders the City's ability to compete for new modern housing stock. While we seek to allow flat roofs as purely architectural element, the use of such roofs will remain a conditional use requiring engagement in the public hearing process. The proposed ordinance will affect all single-family zoning districts.

This item went before the Planning and Zoning Board and was unanimously approved by a vote of 6-0 on December 8, 2014 amending the screening of rooftop equipment to be "appropriately screened."

Subsequently this item came before Council for first reading on January 6, 2015 and was unanimously approved with amendment to include the words: "of single family homes" in the section title, and the words: "properly drained" in the section body.

**RECOMMENDATION:** The Planning and Zoning Department recommends approval of



an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and creating Article 8, Section 24-80.5 entitled "Roofing" of the Zoning and Land Development Code in order to facilitate the development of new housing stock throughout the City.

**FISCAL/BUDGETARY  
IMPACT:**

No fiscal impact for FY 2015

---

**ATTACHMENTS:**

- ❑ [December 8, 2014 PZB Minutes](#)
- ❑ [Staff Report](#)
- ❑ [Ordinance 2015-1](#)



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

---

**PLANNING & ZONING BOARD MEETING**  
**MONDAY, DECEMBER 8, 2014**

**Attendees:**

Members - Chair Evan Piper (Absent)	Carlos Rivero, Acting City Planner
V. Chair Julian Kreisberg	Giselle Deschamps, Assistant Planner
Joseph Litowich	Sarah Johnston, Assistant City Attorney
Saul Smukler	Richard Lorber, Assistant City Manager
Jeffrey Lynn	Lisa Edmondson/Prototype, Inc., Board Clerk
Michael Mosher	
Hector Marrero (arr. at 6:15 p.m.)	

**1. Pledge of Allegiance**

Acting Chair (A/Chair) Kreisberg called the meeting to order at 6:08 p.m. The Pledge of Allegiance was recited.

**2. Roll Call of Board Members**

Roll was called. Board Chair Piper and Mr. Marrero were absent.

**3. Approval of Minutes - Meeting of Monday, September 8, 2014**

**Motion** made by Mr. Smukler, seconded by Mr. Litowich, to approve the minutes of the September 8, 2014, meeting. In a voice vote, the motion passed unanimously.

**4. Public Hearing Procedures**

A/Chair Kreisberg administered the oath for any members of the public wishing to speak during the meeting. He instructed them to sign in as well.

**5. Old Business**

- Site Plan Approval and Variance for a single-family home located at 16482 N.E. 31 Avenue  
Approved by City Council unanimously on Tuesday, October 21, 2014

**6. New Business**

**a. Item 14-017: Comprehensive Plan Text and Future Land Use Map Amendment – 15780 West Dixie Highway, North Miami Beach, FL:**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE LAND USE ELEMENT CREATING A NEW

LAND USE DESIGNATION ENTITLED URBAN TRANSIT ORIENTED DEVELOPMENT, UTOD; AMENDING THE FUTURE LAND USE MAP BY RE-DESIGNATING A 17.67 ACRE PARCEL OF LAND LOCATED ON SOUTHWEST CORNER OF WEST DIXIE HIGHWAY AND NE 159TH STREET, WITH A CURRENTLY ASSIGNED ADDRESS BY THE MIAMI-DADE PROPERTY APPRAISER'S OFFICE OF: 15780 W DIXIE HIGHWAY, NORTH MIAMI BEACH FLORIDA 33162-6038. MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE FROM MU/12-40 MIXED USE RESIDENTIAL TO URBAN TRANSIT ORIENTED DEVELOPMENT, UTOD; CREATING DEVELOPMENT STANDARDS AND CRITERIA FOR NEW LAND USE DESIGNATION; AMENDING OTHER SECTIONS OF THE COMPREHENSIVE PLAN TO CONFORM TO THE NEW CATEGORY; PROVIDING FOR TRANSMITTAL TO THE AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rivero announced the case. The cleanup of the site has generated concern from the surrounding communities, due to environmental issues. Mr. Rivero described the parcel, noting it is the largest tract of undeveloped land in the City, and part of the City's overlay district for part of Study Area 6. The project involves creating a new land use category for the promotion of urban infill and focus on the transit corridor.

Mr. Rivero continued, recalling that staff meetings were held to craft a decision on the project which would protect the existing quality of life of the surrounding neighborhood, while realizing the City's development potential and addressing the developer's aspirations. An agreement was reached to allow six to 24 floors.

Mr. Rivero detailed the site development restrictions for that site, as noted in the staff report.

Mr. Rivero stated that Board would see this project twice, as an independent project at this meeting, and also in January, when all of the City's overlay efforts will be reviewed.

Jerry Proctor, attorney for the proposed developer, stated that he has been briefed by the development team and by Assistant City Manager Richard Lorber. Mr. Proctor advised that the issues contained in the ordinance will come back to the Board and they will review them in detail in the future.

Mr. Proctor referenced a mixed-use study performed by a consultant in October, noting that it called for mixed-use development along the Boulevard, with less intensive uses and lower height as development approached the residential community. The study also targeted the site as an employment center, as Mr. Proctor advised that mixed use will also bring employment.

Mr. Lorber stated that this Ordinance would modify existing regulations to permit more and better mixed-use development. The regulations also contain requirements such as open space, connectivity, pedestrian areas, and active ground floors. The parcel must be rezoned because it has been purchased by a private entity and is no longer a

community facility. Staff's recommendation is for a mixed-use employment center concept that will allow commercial, residential, and office space.

Mr. Lorber continued, noting that 24 stories will be allowed along the west portion of Dixie Highway (easternmost portion of the property), which is sufficiently separated from residential to avoid a negative impact caused by height. The area that abuts the single-family residential area has been identified as needing protection. The heights of the buildings will step up from that area to Dixie Highway.

Mr. Lorber commented that the project still needs a wide buffer of 75 ft., with six stories transitioning up to the east. He noted that staff felt this wide buffer for the residential properties constituted a good compromise. He reiterated staff's recommendation of approval.

A/Chair Kreisberg recognized that Councilmember Beth Spiegel was in attendance, and Board member Mr. Marrero had arrived.

Mr. Lorber explained that the proposed zoning overlay package, which will be presented by City consultant RMA in early 2015, represents a new kind of zoning not based on density. For this reason, it was difficult for staff to work with the Applicant on a stand-alone project. He clarified the property's location within the upcoming zoning overlay, stating that if no application was submitted for the site, the discussion would focus on mixed use within an entire area. He asked that the Board consider the Application within the overall plans for Study Area 6.

At this time A/Chair Kreisberg opened the meeting for public comment.

Mary Hilton pointed out that official notice of tonight's meeting stated land use would be changed from Mixed-Use to a new designation, Urban Transit-Oriented Development. She asserted that the subject property is extremely polluted, and that the property's zoning designation should not be changed until the cleanup has been fully explained to all affected property owners.

Robert Taylor stated that two-thirds of the subject property's zoning is CF, or Community Facility. He did not feel a 75 ft. setback from residential properties was sufficient for a building starting at six stories, or that sufficient plans or information for the site were provided by the developer.

Marilyn Baumoll asserted that the subject property needs to be cleaned up before it is developed.

Muriel Kemp expressed concern with the traffic created by the proposed development, and did not feel the project would be good for the City.

As there were no other individuals wishing to speak on this Item, A/Chair Kreisberg closed the public hearing.

A/Chair Kreisberg requested additional information on the status of the brownfield cleanup, and expressed concern with approving an application prior to fully understanding its parameters. Mr. Lorber replied that members of City staff approached the Department of Environmental Resources Management (DERM) for information on the site, and learned that all steps taken have been in accordance with environmental regulations. The former property owner, Teco, retains some of the liability for the site, and there are deed restrictions on the property to prevent harm caused by pollution.

Mr. Lorber continued that the Item before the Board is an amendment to the City's Comprehensive Plan and Future Land Use map, which represent the long-term vision of the City. He explained that this was the reason no plans or renderings were brought before the Board, and a detailed zoning change will be presented in two months' time.

With regard to the Community Facility zoning, Mr. Lorber reiterated that because the property has been purchased by a private entity, this zoning is no longer appropriate for the site, and the property must be rezoned. Mr. Proctor advised that no rezoning is proposed at this time, as the Item under discussion is an amendment to the Comprehensive Plan.

Ramah Dar, property owner, provided a brief history of the site, asserting that only the corner of the property on 159<sup>th</sup> Street currently shows underwater contamination from petroleum. Soil was removed from the entire site to a depth of 2 ft. in accordance with DERM requirements. He concluded that 92% of the site has been cleaned of contamination.

The Board members discussed the property, with Mr. Lynn also expressing concern with its potential contamination, as soil removal to a depth of 2 ft. does not always fully address contamination issues. There was consensus that no development would occur on the site until DERM has signed off on its environmental safety.

Mr. Lorber stated that the site's future land use designation is currently MU 1240, Mixed Use; the proposal is to change this to the new designation of Mixed-Use Employment Center, which has not yet been adopted but will include a greater range of development rights than the current designation. Assistant City Attorney Sarah Johnston further clarified that while CF is a zoning Code designation, the Future Land Use map is part of the Comprehensive Plan.

Mr. Smukler noted that when the property was first presented to the Board to discuss its cleanup as a brownfield, it was intended to be for commercial rather than residential property. Attorney Johnston advised that no recommendations made at tonight's

meeting would affect the cleanup process for the site, as cleanup requirements are reviewed at the time of site plan approval.

Mr. Dar added that the State will not allow any development to be built on the property without proper cleanup. He noted that once the Comprehensive Plan amendment is approved, the subject site will need to come before the Board again for a zoning change.

As there were no other individuals wishing to speak on this Item, A/Chair Kreisberg closed the public hearing.

Attorney Johnston clarified that as no experts on environmental issues spoke at tonight's meeting, any testimony presented regarding these issues must be weighed accordingly.

Mr. Mosher stated that the 75 ft. buffer is a very short distance from nearby residential development, and agreed that traffic concerns for the area are valid. He asserted that the plans for the site should address the community's needs as well as the tax base. Mr. Lorber replied that another portion of the proposed Mixed-Use Employment Center is located near 163<sup>rd</sup> Street and includes car dealership properties, which may be redeveloped to support greater levels of employment and business activity, as well as mixed-use residential development.

Mr. Lorber continued that the overall intent for the zone located south of 159<sup>th</sup> Street is to create a pool of 2300 total residential units for the entire 42-acre zone. This represents an increase from the current total of 851 units for the area. He characterized this as part of a "basket of rights" concept for developers, which has been used in other municipalities and is believed to be more efficient than establishing a set number of units per acre.

Mr. Litowich recalled that the Board was informed the previous year that the site had been contaminated with a carcinogenic material, and noted that groundwater contamination still exists on the northeast corner of the site. He asked if there are any other contaminated areas within the subject site. Mr. Proctor asserted that while contamination needs to be addressed, this topic was outside the role of planning and zoning, which should instead consider issues such as land use.

Mr. Lorber advised that the Board did not have to act on the Item at tonight's meeting, as the Comprehensive Plan will be presented to the Board in greater detail on January 12, 2015. At that point, the Application will be subsumed into the larger presentation. He advised, however, that the Board should attempt to take action addressing issues such as height, buffer zone, and other aspects that have been discussed at tonight's meeting. A/Chair Kreisberg stated that the Board was not comfortable with the proposed amendment, as they did not have a broad view of the Item.

At this time A/Chair Kreisberg ceded the gavel to Mr. Marrero in order to make a motion.

**Motion** made by Mr. Kreisberg, seconded by Mr. Mosher, to continue this matter and recommend that the City bring it back to the Board at the next meeting with the comprehensive zoning.

The following **amendment** was added to the **motion**: with the recommendation that the Board get further environmental studies, if available, and look at [them] in the context of the overall changes.

In a roll call vote, the **motion** passed 5-1 (Mr. Lynn dissenting).

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>No</b>

**a. Item 14-019: Zoning and Land Development Code Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND ARTICLE VIII, SECTION 24-80 ENTITLED "FENCES, WALLS AND HEDGES" BY CLARIFYING THAT THE HEIGHTS OF ELEVATION OF WALLS AND FENCES SHALL BE MEASURED FROM ADJACENT GRADE; 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.

Mr. Rivero announced the amendment, explaining that staff recently discovered a loophole in zoning Code that would allow the height of a fence in front of a home to be measured from the finished floor elevation rather than from NGVD. This could result in fence height that may not be compatible with the surrounding neighborhood.

Mr. Lorber added that deed restrictions for the Eastern Shores development were originally incorporated into City Code by Ordinance and do not apply elsewhere in the City. Since that time, it has been determined that the City's zoning regulations should be independent of any single neighborhood or subdivision's rules.

The Board discussed the terminology of the amendment, including how to determine adjacent grade. Mr. Lorber suggested that rather than adjacent grade, the crown of the road could be used as a standard measurement instead.

**Motion** made by Mr. Litowich, seconded by Mr. Lynn, to adopt Item 14-019 with the amendment that the measurement is taken from the crown of the road. In a voice vote, the **motion** passed unanimously.

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

**b. Item 14-020: Zoning and Land Development Code Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND CREATING ARTICLE VIII, SECTION 24-80.5 ENTITLED "ROOFING" BY PERMITTING SINGLE FAMILY HOMES TO HAVE FLAT ROOFS AS LONG AS IT IS AN ARCHITECTURAL DESIGN ELEMENT ONLY, AND NOT PLANNED OR USED AS A ROOFTOP TERRACE FOR RECREATIONAL PURPOSES AND NOT ACCESSIBLE BY ELEVATOR; 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.

Mr. Rivero distributed copies of a revised staff report, stating that this zoning amendment addresses flat roofs in the Eastern Shores neighborhood. He recalled that the Board had informally discussed this issue at a previous meeting, and the members' comments have been implemented into the recommendation.

He noted that the staff report contains a correction on p.2, section 24-8.5: when the amendment was moved to a general location that would apply to all residential districts, it included an unintended requirement to use barrel roof tiles, according to the deed restriction for Eastern Shores. The materials requirement has since been removed from the amendment.



Mr. Rivero read the revised portion into the record as follows:

“Any pitched roof shall have a minimum pitch of 3 ½ ft. to 12 ft. Flat roofs are permitted as long as the flat roof shall be an architectural design element only, shall not be planned or used as a rooftop terrace for recreational purposes, and shall not be accessible by elevator. Additionally, attached Florida roofs, porches, and garages may be constructed with flat roofs. Any rooftop equipment shall be screened on all sides using parapet walls that shall not exceed the maximum permitted building height, and flat roof materials shall not contain any loose aggregates that may become airborne in the event of a hurricane, and shall be maintained free of mold and debris. Alternative roofing materials may be approved by the Director if, in his opinion, such materials meet the intent of this requirement.”

Mr. Rivero clarified that the proposed amendment will apply to all single-family residences, although roofing material restrictions will remain only as part of the Eastern Shores neighborhood’s deed restriction.

The members also discussed screening of rooftop equipment, clarifying that while this equipment must be screened, there should be no requirement that screening be done with parapet walls. It was decided that the phrase “any rooftop equipment will be appropriately screened” would be used instead.

**Motion** made by Mr. Mosher, seconded by Mr. Marrero, to accept Item #14-020 as changed. In a voice vote, the **motion** passed unanimously.

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

## **7. Public / Citizen Comments**

It was noted that the next Board meeting would be held on January 12, 2015.

## **8. Adjournment**

Upon motion made and duly seconded, A/Chair Kreisberg adjourned the meeting at 8:36 p.m.



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

Planning and Zoning Department

## **City Council Staff Report**

**TO:** City Council

**FROM:** Carlos Rivero, City Planner

**DATE:** January 20, 2015

**ITEM:** 14-020

---

**RE:** Permitting single-family homes to have flat roofs as long as it is an architectural design element (Second reading)

---

*Request:*

The Planning and Zoning Department is requesting the approval of an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and creating Article 8, Section 24-80.5 entitled "Roofing" of the Zoning and Land Development Code. This request shall permit single-family homes to have flat roofs as long as it is an architectural design element only, and not planned or used as a rooftop terrace for recreational purposes and not accessible by elevator. The proposed amendment and section is as follows:

### **ARTICLE V. - ZONING USE DISTRICTS**

#### **Sec. 24-41 - RS-1 Residential Single-Family District.**

\* \* \*

- (9) *Special regulations:* Anything in this Code to the contrary notwithstanding, the following special regulations shall apply for this district:
- (a) Roofing: See Section 24-80.5 ~~Roof minimum pitch shall be three and one half (3¼) feet in twelve (12) feet and shall be only flat or barrel tile, slate or copper, or poured light weight aggregate concrete Bermuda type roofing material. Attached Florida rooms, porches and garages may be constructed with flat roofs. Alternative roofing materials may be approved by the Director if, in his opinion, such materials meet the intent of this requirement.~~

\* \* \*

## ARTICLE VIII. - SUPPLEMENTAL REGULATIONS

\* \* \*

### Sec. 24-80.5 – Roofing of single-family homes.

Any pitched roof shall have a minimum pitch of three and one-half (3 1/2) feet in twelve (12) feet. Flat roofs are permitted as long as the flat roof shall be an architectural design element only, shall not planned nor used as a rooftop terrace for recreational purposes and shall not be accessible by elevator. Additionally, attached Florida rooms, porches and garages may be constructed with flat roofs. Any rooftop equipment shall be appropriately screened. Flat roof materials shall not contain any loose aggregates that may become airborne in the event of a hurricane and shall be properly drained and maintained free of mold and debris.

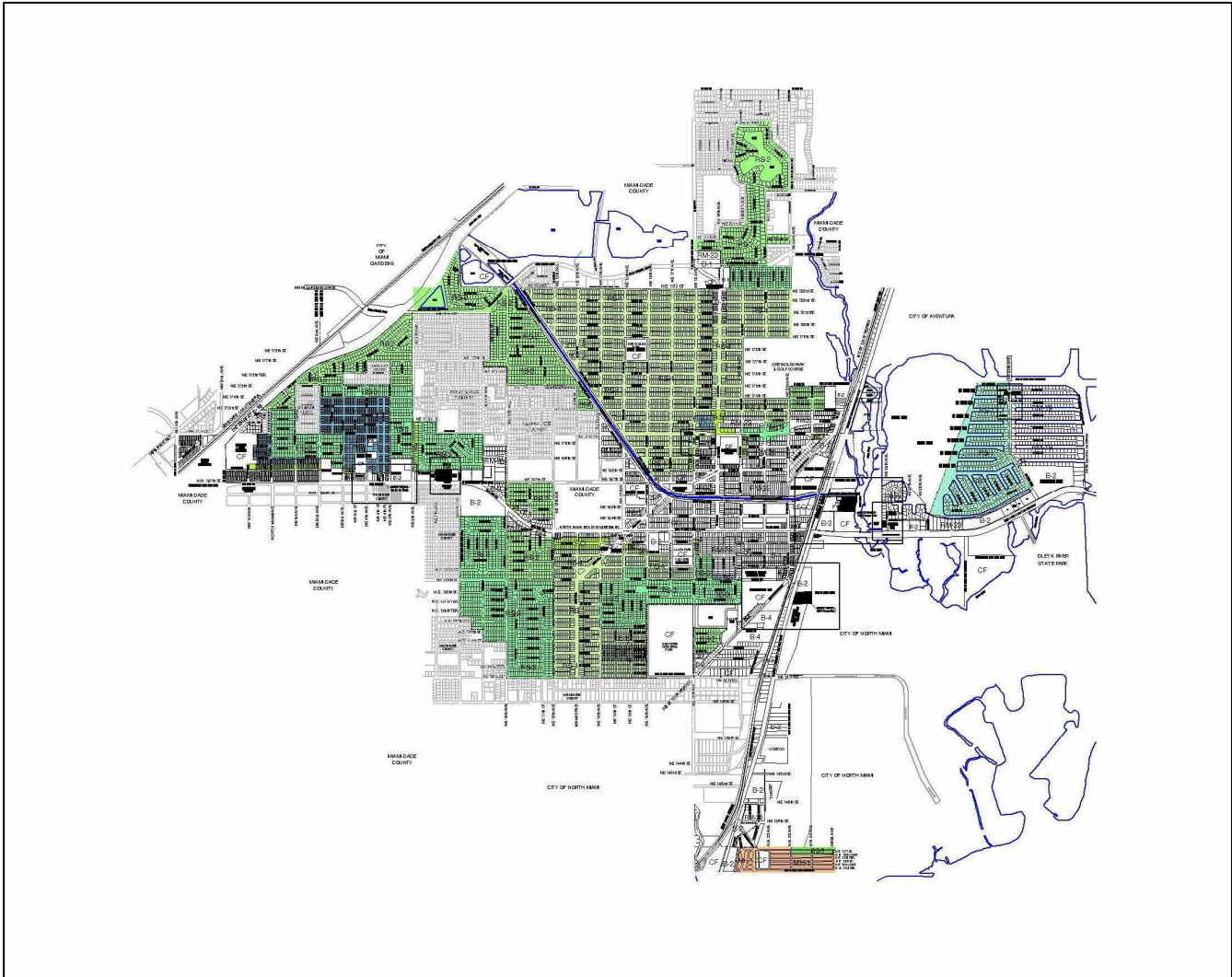
#### ***Background:***

As architectural styles and preferences change, the Planning and Zoning Department is increasingly receiving proposals for flat roof homes. Presently, such homes that could otherwise proceed directly to permitting per Section 24-172 of the City's Zoning and Land Development Code, have to go through an expensive and time consuming variance process. This situation delays and even hinders the City's ability to compete for new modern housing stock. While we seek to allow flat roofs as purely architectural element, the use of such roofs will remain a conditional use requiring engagement in the public hearing process.

#### ***Planning and Zoning Department Recommendation:***

The Planning and Zoning Department recommends approval of an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and creating Article 8, Section 24-80.5 entitled "Roofing" of the Zoning and Land Development Code in order to facilitate the development of new housing stock throughout the City.

The proposed ordinance will affect the single-family zoning districts outlined below.



**Submittal History:**

*Planning and Zoning Board (December 8, 2014)*

Unanimously approved, amending the screening of rooftop equipment to be “appropriately screened.”

*City Council Meeting (January 6, 2015)*

Unanimously approved on first reading with amendment to include the words: “of single-family homes” in the section title, and the words: “properly drained” in the section body.

**ORDINANCE 2015-1**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND CREATING ARTICLE VIII, SECTION 24-80.5 ENTITLED "ROOFING" BY PERMITTING SINGLE FAMILY HOMES TO HAVE FLAT ROOFS AS LONG AS IT IS AN ARCHITECTURAL DESIGN ELEMENT ONLY, AND NOT PLANNED OR USED AS A ROOFTOP TERRACE FOR RECREATIONAL PURPOSES AND NOT ACCESSIBLE BY ELEVATOR; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the North Miami Beach Zoning and Land Development Code specifies that flat roofs are not permitted in the RS-1 Single Family Residential Zoning District; and

**WHEREAS**, there have been numerous variances being applied for and granted to permit such flat roofs, subject to restrictions on the use of the roof; and

**WHEREAS**, permitting such roofs, subject to certain conditions (provided for below), will reduce the number of variances applied for, streamline the development process for homeowners and will be consistent with the North Miami Beach Comprehensive Plan; and

**WHEREAS**, the RS-1 Single Family Residential Zoning District is wholly within the area represented by the Eastern Shores Property Owners Association, which sent a letter to the North Miami Beach Community Development Department confirming that "...the Eastern Shores Property Owners Association has no objection to flat roof homes to be built in our community, so long as the flat roof shall be an architectural design element, and not planned nor used as a rooftop terrace for recreational purposes."; and

**WHEREAS**, the Mayor and City Council determine that it is in the best interests of the City and consistent with the City's Comprehensive Plan to amend the code to permit flat roofs, subject to certain restrictions, and to consolidate the roofing requirements for all properties in a single-family zoning district into one unified section of the North Miami Beach Zoning and Land Development Code; and

**WHEREAS**, the Planning and Zoning Board after public hearing on December 8, 2014 recommended approval of this change to the North Miami Beach Zoning and Land Development Code by a vote of 6 to 0.

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

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

**Section 2.** The City of North Miami Beach Zoning and Land Development Code is amended as follows:

#### **ARTICLE V. - ZONING USE DISTRICTS**

##### **Sec. 24-41 - RS-1 Residential Single-Family District.**

\* \* \*

(9) *Special regulations:* Anything in this Code to the contrary notwithstanding, the following special regulations shall apply for this district:

- (a) Roofing: ~~See Section 24-80.5 Roof minimum pitch shall be three and one half (3½) feet in twelve (12) feet and shall be only flat or barrel tile, slate or copper, or poured light weight aggregate concrete Bermuda type roofing material. Attached Florida rooms, porches and garages may be constructed with flat roofs. Alternative roofing materials may be approved by the Director if, in his opinion, such materials meet the intent of this requirement.~~

\* \* \*

## ARTICLE VIII. - SUPPLEMENTAL REGULATIONS

\* \* \*

### **Sec. 24-80.5 – Roofing of Single-Family Homes.**

All pitched roofs shall have a minimum pitch of three and one-half (3 1/2) feet in twelve (12) feet. Flat roofs are permitted only as an architectural design element, and shall not be planned nor used as a rooftop terrace for recreational purposes or be accessible by elevator. Attached Florida rooms, porches and garages may be constructed with flat roofs. Any rooftop equipment shall be screened. Flat roof materials shall not contain any loose aggregates that may become airborne in the event of a hurricane and shall be properly drained and maintained free of mold and debris.

**Section 3.** The Director of Community Development is hereby directed to make all necessary changes to the City of North Miami Beach Zoning and Land Development Code to implement the intent of this Ordinance.

**Section 4.** All ordinances or parts of ordinances in conflict therewith be and the same are hereby repealed.

**Section 5.** If any section, subsection, clause or provision of this Ordinance is held invalid, the reminder shall not be affected by such invalidity.

**Section 6.** It is the intention of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word Ordinance” may be changed to “Section”, “Article”, or other appropriate word as the Codifier may deem fit.

**APPROVED BY TITLE-ONLY** on first reading this **6<sup>th</sup> day of January, 2015.**

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, **2015.**

ATTEST:

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

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

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and City Council



<b>COUNCILPERSON</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor George Vallejo				
Vice-Mayor Barbara Kramer				
Councilman Anthony DeFillipo				
Councilwoman Marlen Martell				
Councilman Frantz Pierre				
Councilwoman Phyllis Smith				
Councilwoman Beth Spiegel				



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:** Richard Lorber, Assistant City Manager  
Carlos M. Rivero, City Planner  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Ordinance No. 2015-2 (Second and Final Reading)(Carlos Rivero, City Planner)

---

**BACKGROUND ANALYSIS:**

There has been concern that the currently specified method of measuring maximum height of fences and walls, i.e. from the minimum finished floor elevation of the house, may result in oversized walls and fences that are incompatible with the surrounding homes in a neighborhood. Adjusting the method of measurement for walls and fences to be from the crown of the road would ensure a more compatible construction of these features. The proposed ordinance will affect all single-family zoning districts.

This item went before the Planning and Zoning Board and was unanimously approved by a vote of 6-0 on December 8, 2014 amending the point of measurement to the “crown of the road.”

Subsequently this item came before Council for first reading on January 6, 2015 and was unanimously approved with amendment to include the words: “at the cost of the applicant” in the case of any questions.

**RECOMMENDATION:**

Staff recommends approval of an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and Article 8, Section 24-80 entitled “Fences, Walls and Hedges” of the Zoning and Land Development Code by clarifying that the heights of elevation of walls and fences shall be measured from the crown of the road and avoid oversized

walls and fences that are incompatible with the surrounding homes in a neighborhood.

**FISCAL/BUDGETARY  
IMPACT:**

No fiscal impact for FY 2015

---

**ATTACHMENTS:**

- ❑ [December 8, 2014 PZB Minutes](#)
- ❑ [Staff Report](#)
- ❑ [Ordinance No. 2015-2](#)



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

---

**PLANNING & ZONING BOARD MEETING**  
**MONDAY, DECEMBER 8, 2014**

**Attendees:**

Members - Chair Evan Piper (Absent)	Carlos Rivero, Acting City Planner
V. Chair Julian Kreisberg	Giselle Deschamps, Assistant Planner
Joseph Litowich	Sarah Johnston, Assistant City Attorney
Saul Smukler	Richard Lorber, Assistant City Manager
Jeffrey Lynn	Lisa Edmondson/Prototype, Inc., Board Clerk
Michael Mosher	
Hector Marrero (arr. at 6:15 p.m.)	

**1. Pledge of Allegiance**

Acting Chair (A/Chair) Kreisberg called the meeting to order at 6:08 p.m. The Pledge of Allegiance was recited.

**2. Roll Call of Board Members**

Roll was called. Board Chair Piper and Mr. Marrero were absent.

**3. Approval of Minutes - Meeting of Monday, September 8, 2014**

**Motion** made by Mr. Smukler, seconded by Mr. Litowich, to approve the minutes of the September 8, 2014, meeting. In a voice vote, the motion passed unanimously.

**4. Public Hearing Procedures**

A/Chair Kreisberg administered the oath for any members of the public wishing to speak during the meeting. He instructed them to sign in as well.

**5. Old Business**

- Site Plan Approval and Variance for a single-family home located at 16482 N.E. 31 Avenue  
Approved by City Council unanimously on Tuesday, October 21, 2014

**6. New Business**

**a. Item 14-017: Comprehensive Plan Text and Future Land Use Map Amendment – 15780 West Dixie Highway, North Miami Beach, FL:**

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE LAND USE ELEMENT CREATING A NEW

LAND USE DESIGNATION ENTITLED URBAN TRANSIT ORIENTED DEVELOPMENT, UTOD; AMENDING THE FUTURE LAND USE MAP BY RE-DESIGNATING A 17.67 ACRE PARCEL OF LAND LOCATED ON SOUTHWEST CORNER OF WEST DIXIE HIGHWAY AND NE 159TH STREET, WITH A CURRENTLY ASSIGNED ADDRESS BY THE MIAMI-DADE PROPERTY APPRAISER'S OFFICE OF: 15780 W DIXIE HIGHWAY, NORTH MIAMI BEACH FLORIDA 33162-6038. MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE FROM MU/12-40 MIXED USE RESIDENTIAL TO URBAN TRANSIT ORIENTED DEVELOPMENT, UTOD; CREATING DEVELOPMENT STANDARDS AND CRITERIA FOR NEW LAND USE DESIGNATION; AMENDING OTHER SECTIONS OF THE COMPREHENSIVE PLAN TO CONFORM TO THE NEW CATEGORY; PROVIDING FOR TRANSMITTAL TO THE AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rivero announced the case. The cleanup of the site has generated concern from the surrounding communities, due to environmental issues. Mr. Rivero described the parcel, noting it is the largest tract of undeveloped land in the City, and part of the City's overlay district for part of Study Area 6. The project involves creating a new land use category for the promotion of urban infill and focus on the transit corridor.

Mr. Rivero continued, recalling that staff meetings were held to craft a decision on the project which would protect the existing quality of life of the surrounding neighborhood, while realizing the City's development potential and addressing the developer's aspirations. An agreement was reached to allow six to 24 floors.

Mr. Rivero detailed the site development restrictions for that site, as noted in the staff report.

Mr. Rivero stated that Board would see this project twice, as an independent project at this meeting, and also in January, when all of the City's overlay efforts will be reviewed.

Jerry Proctor, attorney for the proposed developer, stated that he has been briefed by the development team and by Assistant City Manager Richard Lorber. Mr. Proctor advised that the issues contained in the ordinance will come back to the Board and they will review them in detail in the future.

Mr. Proctor referenced a mixed-use study performed by a consultant in October, noting that it called for mixed-use development along the Boulevard, with less intensive uses and lower height as development approached the residential community. The study also targeted the site as an employment center, as Mr. Proctor advised that mixed use will also bring employment.

Mr. Lorber stated that this Ordinance would modify existing regulations to permit more and better mixed-use development. The regulations also contain requirements such as open space, connectivity, pedestrian areas, and active ground floors. The parcel must be rezoned because it has been purchased by a private entity and is no longer a

community facility. Staff's recommendation is for a mixed-use employment center concept that will allow commercial, residential, and office space.

Mr. Lorber continued, noting that 24 stories will be allowed along the west portion of Dixie Highway (easternmost portion of the property), which is sufficiently separated from residential to avoid a negative impact caused by height. The area that abuts the single-family residential area has been identified as needing protection. The heights of the buildings will step up from that area to Dixie Highway.

Mr. Lorber commented that the project still needs a wide buffer of 75 ft., with six stories transitioning up to the east. He noted that staff felt this wide buffer for the residential properties constituted a good compromise. He reiterated staff's recommendation of approval.

A/Chair Kreisberg recognized that Councilmember Beth Spiegel was in attendance, and Board member Mr. Marrero had arrived.

Mr. Lorber explained that the proposed zoning overlay package, which will be presented by City consultant RMA in early 2015, represents a new kind of zoning not based on density. For this reason, it was difficult for staff to work with the Applicant on a stand-alone project. He clarified the property's location within the upcoming zoning overlay, stating that if no application was submitted for the site, the discussion would focus on mixed use within an entire area. He asked that the Board consider the Application within the overall plans for Study Area 6.

At this time A/Chair Kreisberg opened the meeting for public comment.

Mary Hilton pointed out that official notice of tonight's meeting stated land use would be changed from Mixed-Use to a new designation, Urban Transit-Oriented Development. She asserted that the subject property is extremely polluted, and that the property's zoning designation should not be changed until the cleanup has been fully explained to all affected property owners.

Robert Taylor stated that two-thirds of the subject property's zoning is CF, or Community Facility. He did not feel a 75 ft. setback from residential properties was sufficient for a building starting at six stories, or that sufficient plans or information for the site were provided by the developer.

Marilyn Baumoll asserted that the subject property needs to be cleaned up before it is developed.

Muriel Kemp expressed concern with the traffic created by the proposed development, and did not feel the project would be good for the City.

As there were no other individuals wishing to speak on this Item, A/Chair Kreisberg closed the public hearing.

A/Chair Kreisberg requested additional information on the status of the brownfield cleanup, and expressed concern with approving an application prior to fully understanding its parameters. Mr. Lorber replied that members of City staff approached the Department of Environmental Resources Management (DERM) for information on the site, and learned that all steps taken have been in accordance with environmental regulations. The former property owner, Teco, retains some of the liability for the site, and there are deed restrictions on the property to prevent harm caused by pollution.

Mr. Lorber continued that the Item before the Board is an amendment to the City's Comprehensive Plan and Future Land Use map, which represent the long-term vision of the City. He explained that this was the reason no plans or renderings were brought before the Board, and a detailed zoning change will be presented in two months' time.

With regard to the Community Facility zoning, Mr. Lorber reiterated that because the property has been purchased by a private entity, this zoning is no longer appropriate for the site, and the property must be rezoned. Mr. Proctor advised that no rezoning is proposed at this time, as the Item under discussion is an amendment to the Comprehensive Plan.

Ramah Dar, property owner, provided a brief history of the site, asserting that only the corner of the property on 159<sup>th</sup> Street currently shows underwater contamination from petroleum. Soil was removed from the entire site to a depth of 2 ft. in accordance with DERM requirements. He concluded that 92% of the site has been cleaned of contamination.

The Board members discussed the property, with Mr. Lynn also expressing concern with its potential contamination, as soil removal to a depth of 2 ft. does not always fully address contamination issues. There was consensus that no development would occur on the site until DERM has signed off on its environmental safety.

Mr. Lorber stated that the site's future land use designation is currently MU 1240, Mixed Use; the proposal is to change this to the new designation of Mixed-Use Employment Center, which has not yet been adopted but will include a greater range of development rights than the current designation. Assistant City Attorney Sarah Johnston further clarified that while CF is a zoning Code designation, the Future Land Use map is part of the Comprehensive Plan.

Mr. Smukler noted that when the property was first presented to the Board to discuss its cleanup as a brownfield, it was intended to be for commercial rather than residential property. Attorney Johnston advised that no recommendations made at tonight's

meeting would affect the cleanup process for the site, as cleanup requirements are reviewed at the time of site plan approval.

Mr. Dar added that the State will not allow any development to be built on the property without proper cleanup. He noted that once the Comprehensive Plan amendment is approved, the subject site will need to come before the Board again for a zoning change.

As there were no other individuals wishing to speak on this Item, A/Chair Kreisberg closed the public hearing.

Attorney Johnston clarified that as no experts on environmental issues spoke at tonight's meeting, any testimony presented regarding these issues must be weighed accordingly.

Mr. Mosher stated that the 75 ft. buffer is a very short distance from nearby residential development, and agreed that traffic concerns for the area are valid. He asserted that the plans for the site should address the community's needs as well as the tax base. Mr. Lorber replied that another portion of the proposed Mixed-Use Employment Center is located near 163<sup>rd</sup> Street and includes car dealership properties, which may be redeveloped to support greater levels of employment and business activity, as well as mixed-use residential development.

Mr. Lorber continued that the overall intent for the zone located south of 159<sup>th</sup> Street is to create a pool of 2300 total residential units for the entire 42-acre zone. This represents an increase from the current total of 851 units for the area. He characterized this as part of a "basket of rights" concept for developers, which has been used in other municipalities and is believed to be more efficient than establishing a set number of units per acre.

Mr. Litowich recalled that the Board was informed the previous year that the site had been contaminated with a carcinogenic material, and noted that groundwater contamination still exists on the northeast corner of the site. He asked if there are any other contaminated areas within the subject site. Mr. Proctor asserted that while contamination needs to be addressed, this topic was outside the role of planning and zoning, which should instead consider issues such as land use.

Mr. Lorber advised that the Board did not have to act on the Item at tonight's meeting, as the Comprehensive Plan will be presented to the Board in greater detail on January 12, 2015. At that point, the Application will be subsumed into the larger presentation. He advised, however, that the Board should attempt to take action addressing issues such as height, buffer zone, and other aspects that have been discussed at tonight's meeting. A/Chair Kreisberg stated that the Board was not comfortable with the proposed amendment, as they did not have a broad view of the Item.



At this time A/Chair Kreisberg ceded the gavel to Mr. Marrero in order to make a motion.

**Motion** made by Mr. Kreisberg, seconded by Mr. Mosher, to continue this matter and recommend that the City bring it back to the Board at the next meeting with the comprehensive zoning.

The following **amendment** was added to the **motion**: with the recommendation that the Board get further environmental studies, if available, and look at [them] in the context of the overall changes.

In a roll call vote, the **motion** passed 5-1 (Mr. Lynn dissenting).

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>No</b>

**a. Item 14-019: Zoning and Land Development Code Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND ARTICLE VIII, SECTION 24-80 ENTITLED "FENCES, WALLS AND HEDGES" BY CLARIFYING THAT THE HEIGHTS OF ELEVATION OF WALLS AND FENCES SHALL BE MEASURED FROM ADJACENT GRADE; 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.

Mr. Rivero announced the amendment, explaining that staff recently discovered a loophole in zoning Code that would allow the height of a fence in front of a home to be measured from the finished floor elevation rather than from NGVD. This could result in fence height that may not be compatible with the surrounding neighborhood.

Mr. Lorber added that deed restrictions for the Eastern Shores development were originally incorporated into City Code by Ordinance and do not apply elsewhere in the City. Since that time, it has been determined that the City's zoning regulations should be independent of any single neighborhood or subdivision's rules.

The Board discussed the terminology of the amendment, including how to determine adjacent grade. Mr. Lorber suggested that rather than adjacent grade, the crown of the road could be used as a standard measurement instead.

**Motion** made by Mr. Litowich, seconded by Mr. Lynn, to adopt Item 14-019 with the amendment that the measurement is taken from the crown of the road. In a voice vote, the **motion** passed unanimously.

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

**b. Item 14-020: Zoning and Land Development Code Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND CREATING ARTICLE VIII, SECTION 24-80.5 ENTITLED "ROOFING" BY PERMITTING SINGLE FAMILY HOMES TO HAVE FLAT ROOFS AS LONG AS IT IS AN ARCHITECTURAL DESIGN ELEMENT ONLY, AND NOT PLANNED OR USED AS A ROOFTOP TERRACE FOR RECREATIONAL PURPOSES AND NOT ACCESSIBLE BY ELEVATOR; 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.

Mr. Rivero distributed copies of a revised staff report, stating that this zoning amendment addresses flat roofs in the Eastern Shores neighborhood. He recalled that the Board had informally discussed this issue at a previous meeting, and the members' comments have been implemented into the recommendation.

He noted that the staff report contains a correction on p.2, section 24-8.5: when the amendment was moved to a general location that would apply to all residential districts, it included an unintended requirement to use barrel roof tiles, according to the deed restriction for Eastern Shores. The materials requirement has since been removed from the amendment.

Mr. Rivero read the revised portion into the record as follows:

“Any pitched roof shall have a minimum pitch of 3 ½ ft. to 12 ft. Flat roofs are permitted as long as the flat roof shall be an architectural design element only, shall not be planned or used as a rooftop terrace for recreational purposes, and shall not be accessible by elevator. Additionally, attached Florida roofs, porches, and garages may be constructed with flat roofs. Any rooftop equipment shall be screened on all sides using parapet walls that shall not exceed the maximum permitted building height, and flat roof materials shall not contain any loose aggregates that may become airborne in the event of a hurricane, and shall be maintained free of mold and debris. Alternative roofing materials may be approved by the Director if, in his opinion, such materials meet the intent of this requirement.”

Mr. Rivero clarified that the proposed amendment will apply to all single-family residences, although roofing material restrictions will remain only as part of the Eastern Shores neighborhood’s deed restriction.

The members also discussed screening of rooftop equipment, clarifying that while this equipment must be screened, there should be no requirement that screening be done with parapet walls. It was decided that the phrase “any rooftop equipment will be appropriately screened” would be used instead.

**Motion** made by Mr. Mosher, seconded by Mr. Marrero, to accept Item #14-020 as changed. In a voice vote, the **motion** passed unanimously.

<b>Chair Evan Piper</b>	<b>Absent</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

## **7. Public / Citizen Comments**

It was noted that the next Board meeting would be held on January 12, 2015.

## **8. Adjournment**

Upon motion made and duly seconded, A/Chair Kreisberg adjourned the meeting at 8:36 p.m.



# City of North Miami Beach, Florida

Planning and Zoning Department

## City Council Staff Report

**TO:** City Council  
**FROM:** Carlos Rivero, City Planner  
**DATE:** January 20, 2015  
**ITEM:** 14-019

---

**RE:** Specifying the maximum height permitted for fences and perimeter walls within the City's single-family residential zoning districts (Second reading)

---

*Request:*

The Planning and Zoning Department is requesting the approval of an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and Article 8, Section 24-80 entitled "Fences, Walls and Hedges" of the Zoning and Land Development Code by clarifying that the heights of elevation of walls and fences shall be measured from the crown of the road. The proposed article amendments are as follows:

### ARTICLE V. - ZONING USE DISTRICTS

#### Sec. 24-41 - RS-1 Residential Single-Family District.

\* \* \*

(9) *Special regulations:* Anything in this Code to the contrary notwithstanding, the following special regulations shall apply for this district:

\* \* \*

(m) See Section 24-80(c)(3) ~~No boundary wall or fence shall be constructed with a height of more than four (4) feet in the front yard or six (6) feet in the rear, interior side, and corner side yard. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features. Solid waterfront walls and fences shall not be permitted in excess of three (3) feet in height. The heights of elevation of any wall shall be measured from the minimum finished floor elevation. Any questions as to such heights may be conclusively determined by a registered civil engineer, a~~

~~registered land surveyor or an architect. Fences around tennis courts will be permitted to a height of ten (10) feet.~~

## ARTICLE VIII. - SUPPLEMENTAL REGULATIONS

### Sec. 24-80 - Fences, Walls and Hedges.

\* \* \*

#### (C) *General Requirements.*

\* \* \*

##### (3) *Maximum height:*

~~(a) RS-1 Zoning District: See Section 24-41(D)(m).~~

~~(b) RS-1, RS-2, RS-3, RS-4, RS-5, MH-1, RD, and RO Zoning Districts: No fence or wall shall exceed six (6) feet in height within a required rear, corner side, and interior side yard, or four (4) feet in height within a required front yard. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features.~~

Any questions as to such heights may be conclusively determined by a registered civil engineer, a registered land surveyor or an architect, at the cost of the applicant. Fences around tennis courts will be permitted to a height of ten (10) feet. Solid waterfront walls and fences shall not be permitted in excess of three (3) feet in height. The heights of elevation of any wall or fence under this section shall be measured from the crown of the road.

~~(b)~~ RM-19 Zoning District: See Section 24-47(D)(e).

~~(c)~~ RM-23, RM-32, and FCC Zoning Districts: No fence or wall shall exceed six (6) feet in height. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features.

~~(d)~~ Under all circumstances, in all residential districts the six (6) foot height of any fence or wall shall not begin prior to the front building line.

~~(e)~~ In all nonresidential districts, no fence, wall or hedge shall exceed six (6) feet in height, except as may be permitted or further restricted elsewhere in this section.

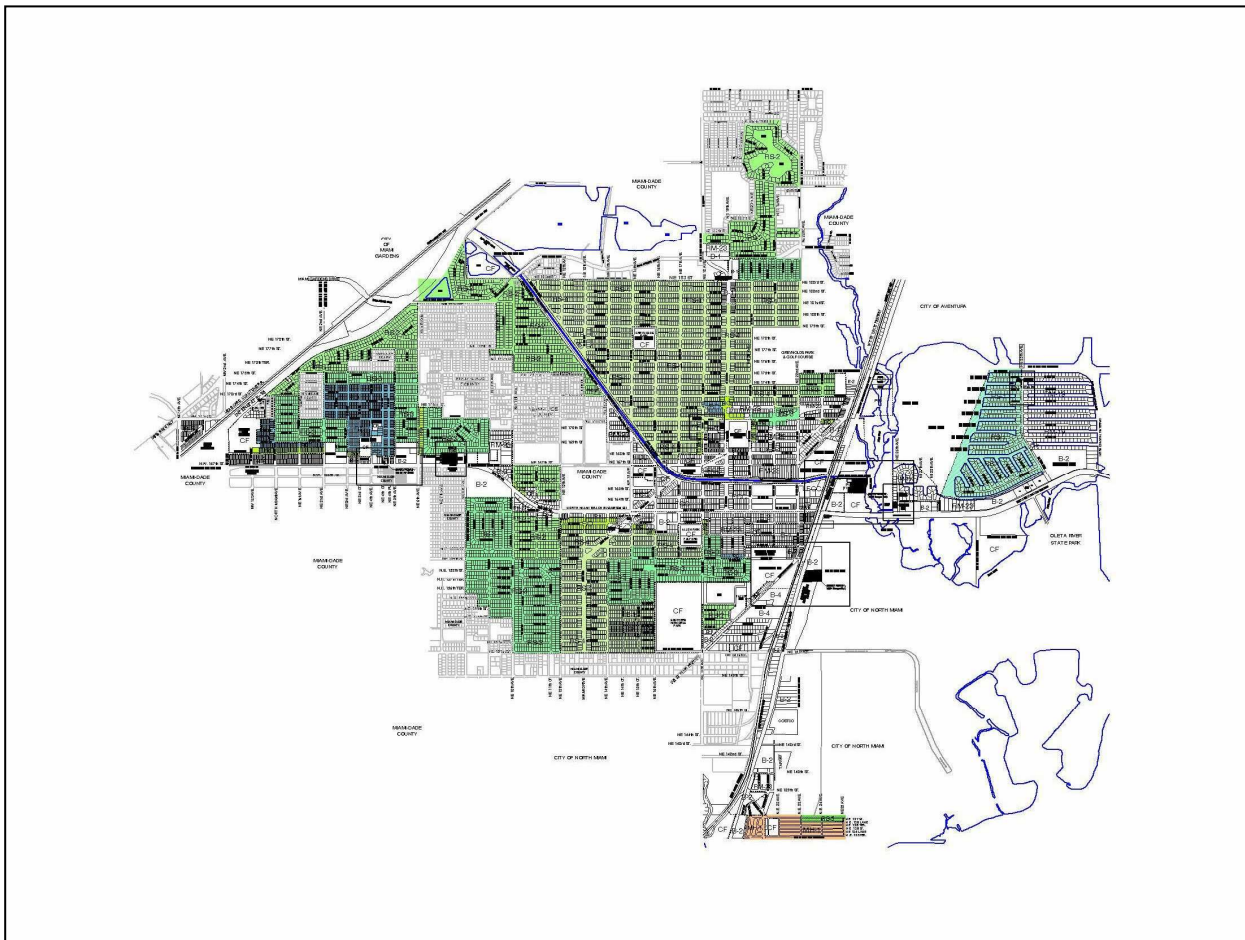
### **Background:**

There has been concern that the currently specified method of measuring maximum height of fences and walls, i.e. from the minimum finished floor elevation of the house, may result in oversized walls and fences that are incompatible with the surrounding homes in a neighborhood. Adjusting the method of measurement for walls and fences to be from the crown of the road would ensure a more compatible construction of these features. The proposed ordinance will affect all single-family zoning districts.

***Planning and Zoning Department Recommendation:***

Staff recommends approval of an ordinance to amend Article 5, Section 24-41 entitled "RS-1 Residential Single-Family District," and Article 8, Section 24-80 entitled "Fences, Walls and Hedges" of the Zoning and Land Development Code by clarifying that the heights of elevation of walls and fences shall be measured from the crown of the road and avoid oversized walls and fences that are incompatible with the surrounding homes in a neighborhood.

The proposed ordinance will affect the single-family zoning districts outlined below.



***Submittal History:***

*Planning and Zoning Board (December 8, 2014)*

Unanimously approved, amending the point of measurement to be the "crown of the road."

*City Council Meeting (January 6, 2015)*

Unanimously approved on first reading with amendment to include the words: "at the cost of the applicant" in the case of any questions.

**ORDINANCE 2015-2**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE V, SECTION 24-41 ENTITLED "RS-1 RESIDENTIAL SINGLE-FAMILY DISTRICT," AND ARTICLE VIII, SECTION 24-80 ENTITLED "FENCES, WALLS AND HEDGES" BY CLARIFYING THAT THE HEIGHTS OF ELEVATION OF WALLS AND FENCES SHALL BE MEASURED FROM THE CROWN OF THE ROAD; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the North Miami Beach Zoning and Land Development Code specifies the maximum height permitted for fences and perimeter walls within the City's single-family residential zoning districts; and

**WHEREAS**, the current method of measuring the maximum height of fences and walls is from the minimum finished floor elevation of the house and this may result in walls and fences that are incompatible with the surrounding homes in the single-family neighborhoods; and

**WHEREAS**, adjusting the method of measurement for walls and fences to be from the crown of the road would ensure more compatible construction of these features; and

**WHEREAS**, the City Council deems it in the best interest of the City to change the method of measurement for fence and wall height in single-family zoning districts and to consolidate the requirements for this measurement into one unified section of the North Miami Beach Zoning and Land Development Code, and finds the change to be consistent with the City's Comprehensive Plan; and

**WHEREAS**, the Planning and Zoning Board after public hearing on December 8, 2014 recommended approval of this change to the North Miami Beach Zoning and Land Development Code by a vote of 6 to 0.

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

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

**Section 2.** The City of North Miami Beach Zoning and Land Development Code is amended as follows:

**ARTICLE V. - ZONING USE DISTRICTS**

**Sec. 24-41 - RS-1 Residential Single-Family District.**

\* \* \*

(9) *Special regulations:* Anything in this Code to the contrary notwithstanding, the following special regulations shall apply for this district:

\* \* \*

(m) See Section 24-80(c)(3) ~~No boundary wall or fence shall be constructed with a height of more than four (4) feet in the front yard or six (6) feet in the rear, interior side, and corner side yard. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features. Solid waterfront walls and fences shall not be permitted in excess of three (3) feet in height. The heights of elevation of any wall shall be measured from the minimum finished floor elevation. Any questions as to such heights may be conclusively determined by a registered civil engineer, a registered land surveyor or an architect. Fences around tennis courts will be permitted to a height of ten (10) feet.~~

**Sec. 24-80 - Fences, Walls and Hedges.**

\* \* \*

(C) *General Requirements.*

\* \* \*

(3) *Maximum height:*

(a) ~~RS-1 Zoning District: See Section 24-41(D)(m).~~

(b) RS-1, RS-2, RS-3, RS-4, RS-5, MH-1, RD, and RO Zoning Districts: No fence or wall shall exceed six (6) feet in height within a required rear, corner side, and interior side yard, or four (4) feet in height within a required front yard. Pedestrian



and vehicular gates may be increased by one (1) additional foot for decorative features. Any questions as to such heights may be conclusively determined by a registered civil engineer, a registered land surveyor or an architect at the applicants cost. Fences around tennis courts will be permitted to a height of ten (10) feet. Solid waterfront walls and fences shall not be permitted in excess of three (3) feet in height. The heights of elevation of any wall or fence under this section shall be measured from the crown of the road.

- (eb) RM-19 Zoning District: See Section 24-47(D)(e).
- (ec) RM-23, RM-32, and FCC Zoning Districts: No fence or wall shall exceed six (6) feet in height. Pedestrian and vehicular gates may be increased by one (1) additional foot for decorative features.
- (ed) Under all circumstances, in all residential districts the six (6) foot height of any fence or wall shall not begin prior to the front building line.
- (ee) In all nonresidential districts, no fence, wall or hedge shall exceed six (6) feet in height, except as may be permitted or further restricted elsewhere in this section.

**Section 3.** The Director of Community Development is hereby directed to make all necessary changes to the City of North Miami Beach Zoning and Land Development Code to implement the intent of this Ordinance.

**Section 4.** All ordinances or parts of ordinances in conflict therewith be and the same are hereby repealed.

**Section 5.** If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**Section 6.** It is the intention of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word Ordinance” may be changed to “Section”, “Article”, or other appropriate word as the Codifier may deem fit.

**APPROVED BY TITLE-ONLY** on first reading this **6<sup>th</sup> day of January, 2015.**

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ **day of \_\_\_\_\_, 2015.**

ATTEST:

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

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

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

<b>COUNCILPERSON</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor George Vallejo				
Vice-Mayor Barbara Kramer				
Councilman Anthony DeFillipo				
Councilwoman Marlen Martell				
Councilman Frantz Pierre				
Councilwoman Phyllis Smith				
Councilwoman Beth Spiegel				



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:** Richard Lorber, Assistant City Manager  
Carlos M. Rivero, City Planner  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Ordinance No. 2015-3 (First Reading by Title Only)(Richard Lorber, Assistant City Manager)

---

**BACKGROUND ANALYSIS:**

The first item under the “Top Priority” list of the City’s five-year Strategic Plan “Policy Agenda 2014” is the Zoning Overlays effort, which is also listed as an objective under Goal number 1 of the plan in order to provide “Planning for a financially sustainable future.”

Once the Strategic Plan was unanimously approved by this body, staff immediately engaged in the search and hiring of a consulting firm who could take our City through the complex Comprehensive Plan and Zoning amendment process. Beginning with the Comprehensive Plan and Zoning Kickoff Meeting on March 11, 2014 and ending with the City Council Workshop on January 6, 2015, Redevelopment Management Associates (RMA Consultants) together with City staff conducted five public workshops and dozens of individual meetings with stakeholders and you as Elected Officials in order to refine their analyses and recommendations for the eight designated areas throughout the City. Taking into account all of the feedback received, RMA Consultants, in coordination with City staff, opined that it would be best to separate the Comprehensive Plan amendments from the Zoning amendments and present them separately. The Comprehensive Plan amendment recommendations being presented tonight for the various areas respond to the particular existing conditions of each area, while maximizing the City’s overall potential and

most importantly creating predictability of all stakeholders.

This item went before the Planning and Zoning Board and was approved by a vote of 5-1 on January 12, 2015.

Due to the size of the application exhibit, it will be handed out as a hard copy only, not loaded onto Novus.

**RECOMMENDATION:**

The Comprehensive Plan amendments being requested will establish the vision, purpose and philosophy of each of the proposed land use categories. In a very broad manner, these amendments will establish maximum entitlements for each district, for both dwelling units and non-residential development. RMA Consultants has collaborated closely with all stakeholders toward the development of entitlements that respect and enhance quality of life locally, while maintaining concurrency regionally.

After working closely with RMA Consultants and receiving input from various stakeholders, the Planning and Zoning Department recommends approval of the well thought-out Comprehensive Plan application package before you tonight for first reading so that it may be transmitted to the State for review.

**FISCAL/BUDGETARY  
IMPACT:**

Staff expects these amendments to spur redevelopment throughout the City.

---

**ATTACHMENTS:**

- ☐ [Staff Report](#)
- ☐ [Presentation](#)
- ☐ [Ordinance No. 2015-3](#)



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

Planning and Zoning Department

## **City Council Staff Report**

**TO:** City Council

**FROM:** Carlos Rivero, City Planner

**DATE:** January 20, 2015

**ITEM:** 14-021

---

**RE:** Amending the City's Comprehensive Plan for the creation of mixed-use districts.  
(First Reading)

---

### ***Request:***

The applicant, City of North Miami Beach, requests amendments to the Comprehensive Plan in order to facilitate mixed-use and planned unit development projects that are of appropriate intensity, density, land use mix, and urban design to foster walkable neighborhoods, great public spaces, and increase the viability of pedestrian, bicycle and public modes of transportation, that reduce dependency on the automobile.

### ***Background:***

The first item under the "Top Priority" list of the City's five-year Strategic Plan "Policy Agenda 2014" is the Zoning Overlays effort, which is also listed as an objective under Goal number 1 of the plan in order to provide "Planning for a financially sustainable future."

Once the Strategic Plan was unanimously approved by this body, staff immediately engaged in the search and hiring of a consulting firm who could take our City through the complex Comprehensive Plan and Zoning amendment process. Beginning with the Comprehensive Plan and Zoning Kickoff Meeting on March 11, 2014 and ending with the City Council Workshop on January 6, 2015, Redevelopment Management Associates (RMA Consultants) together with City staff conducted five public workshops and dozens of individual meetings with stakeholders and you as Elected Officials in order to refine their analyses and recommendations for the eight designated areas throughout the City. Taking into account all of the feedback received, RMA Consultants, in coordination with City staff, opined that it would be best to separate the Comprehensive Plan amendments from the Zoning amendments and present them separately.

The Comprehensive Plan amendment recommendations being presented tonight for the various areas respond to the particular existing conditions of each area, while maximizing the City's overall potential and most importantly creating predictability of all stakeholders.

Following a fairly aggressive schedule, propelled by the City's priorities and the enthusiasm of the development community, the approval process for the final document has commenced. **Exhibit 1** is a hard copy of the overall effort presentation and **Exhibit 2** is a copy of the Comprehensive Plan amendment application that will be ultimately forwarded to the State for Review and approval.

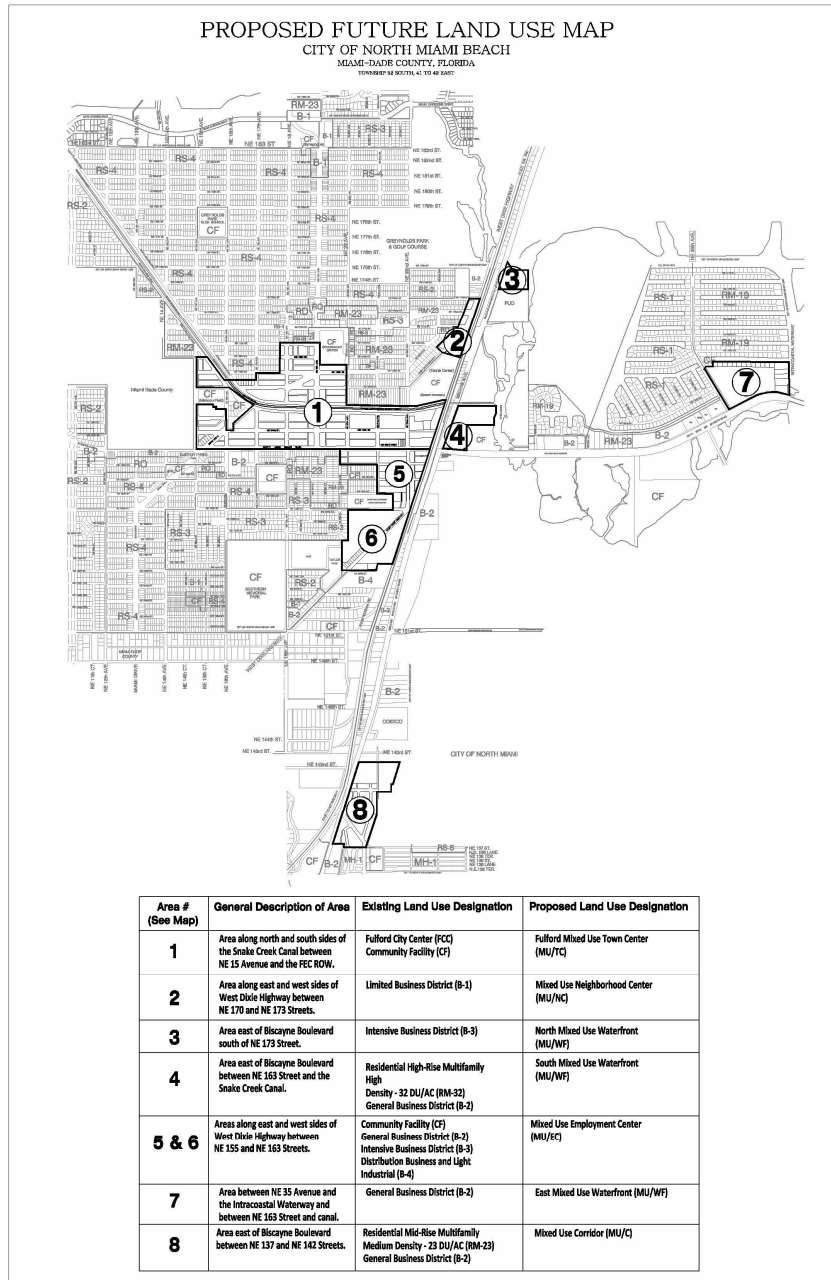
***Planning and Zoning Department Analysis:***

The Comprehensive Plan amendments being requested will establish the vision, purpose and philosophy of each of the proposed land use categories. In a very broad manner, these amendments will establish maximum entitlements for each district, for both dwelling units and non-residential development. RMA Consultants has collaborated closely with all stakeholders toward the development of entitlements that respect and enhance quality of life locally, while maintaining concurrency regionally

***Planning and Zoning Department Recommendation:***

After working closely with RMA Consultants and receiving input from various stakeholders, the Planning and Zoning Department recommends approval of the well thought-out Comprehensive Plan application package before you tonight for first reading so that it may be transmitted to the State for review.

The proposed ordinance will affect the districts outlined below.



**Submittal History:**

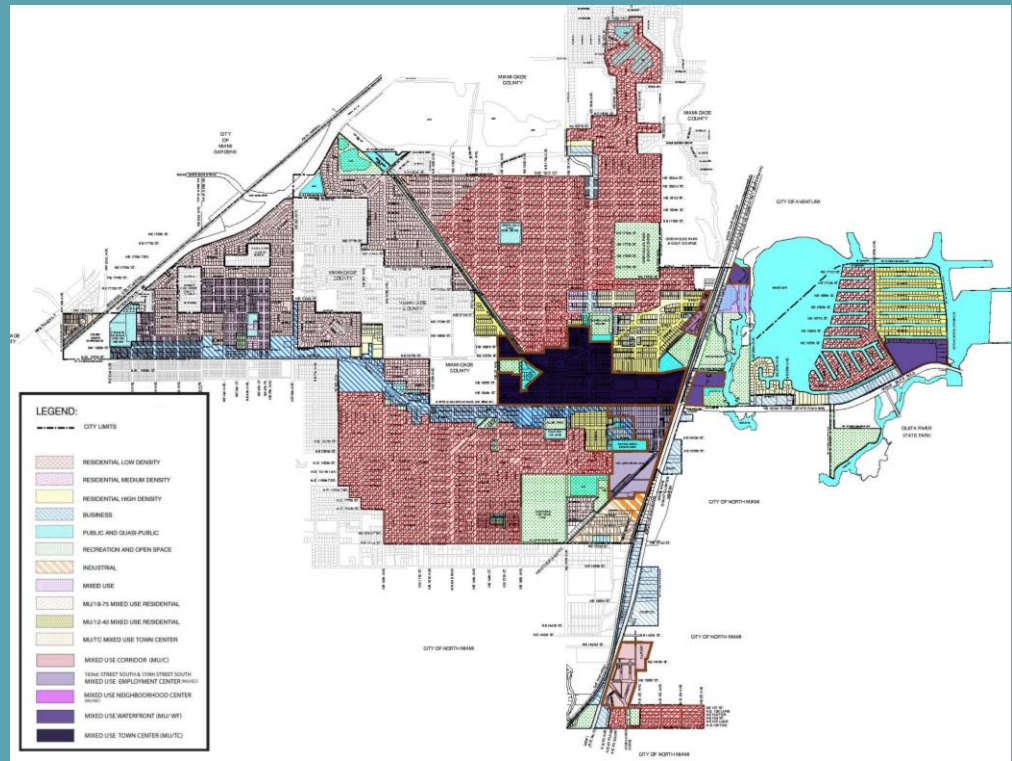
*Planning and Zoning Board (January 12, 2014)*  
 Approved by a vote of five to one (5-1)



# Map and Text Amendments

## North Miami Beach Comprehensive Plan (Mixed Use Districts)

*January 20, 2015  
City Council 1<sup>st</sup> Reading*



# City Council Workshop

## Presentation Overview

1. Overview of Public Input Process
2. What we heard and how issues were addressed with Comprehensive Plan map and text amendments
3. Comprehensive Plan Concurrency Analysis
4. Next Steps for Comprehensive Plan Amendments
5. Project Timeline

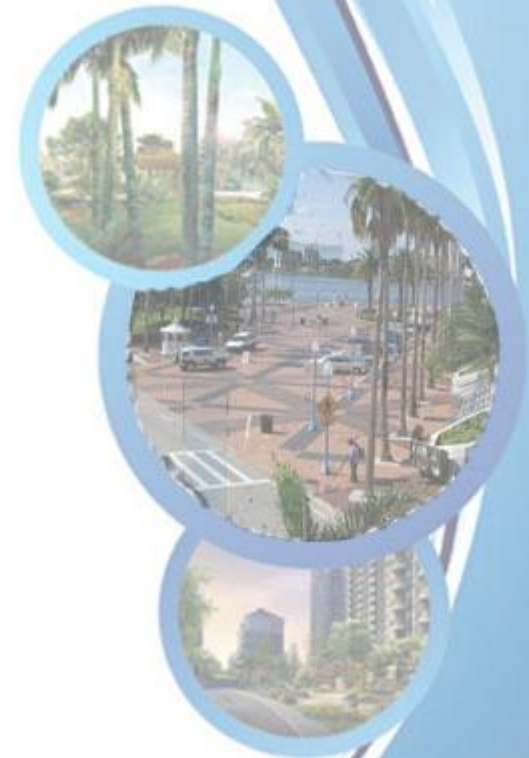


# Public Input Process (2014)

- March 11 – Comp Plan and Zoning Kickoff Meeting
- March thru June – Stakeholder Interviews, Urban Design, Land Use and Zoning Analysis
- July – City Council Interviews
- September 15 – Community Planning Workshop (Downtown/CRA)
- September 22 – Community Planning Workshop (Intracoastal Mall)
- October 6 – Community Planning Workshop (Highland Village)
- October 21 – City Council Planning Workshop (Entire Study Area)
- January 6, 2015 City Council Workshop Comp Plan amendments
- January 12, 2015 – P&Z Comp Plan amendments

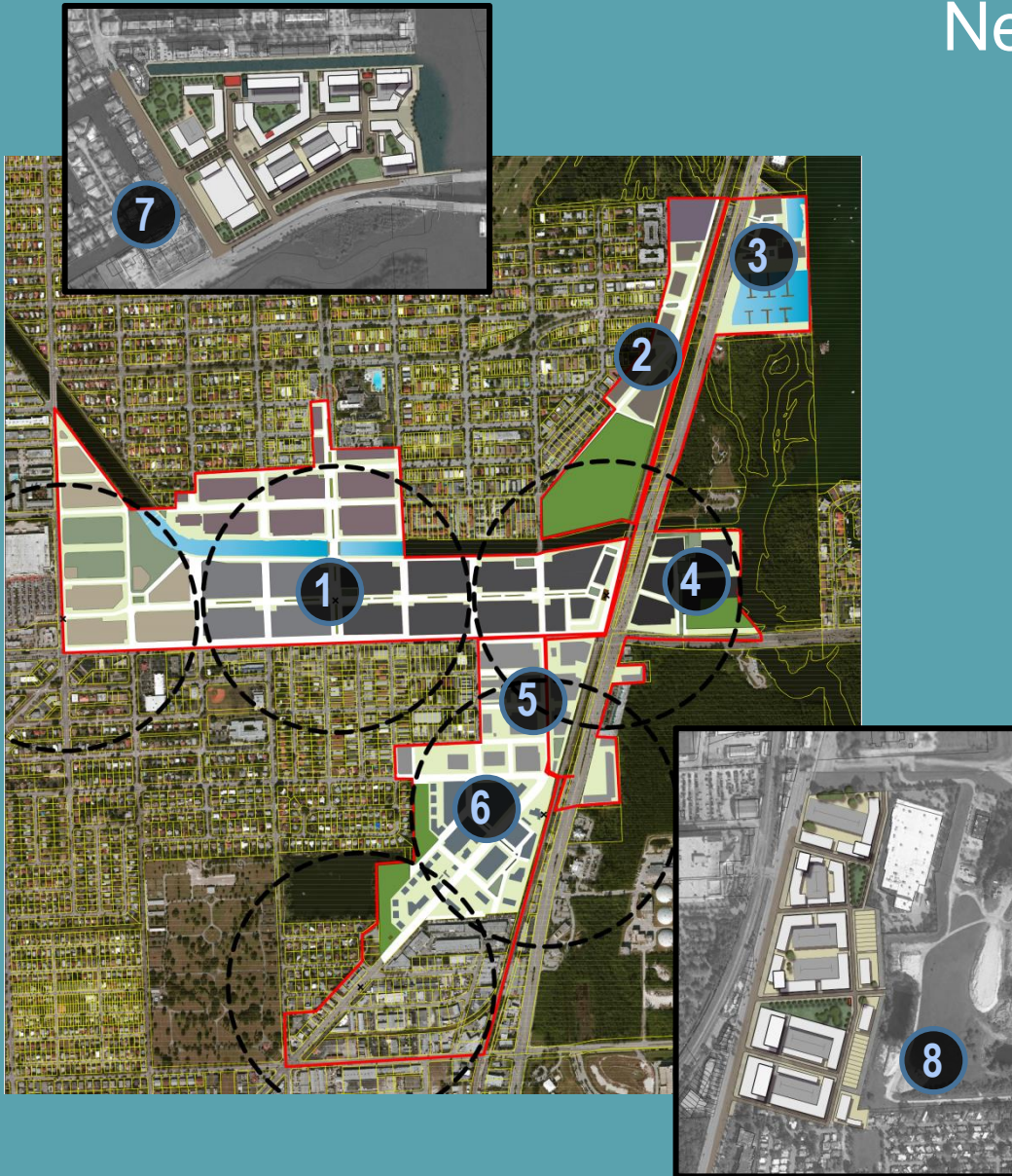


What we heard and how the issues have been addressed with map and text amendments...





# New Mixed Use Districts



**Town Center (MU/TC):**  
FCC area (Study Area 1)

**Employment Centers (MU/EC):**  
South of 163<sup>rd</sup> Street (Study Area 5)  
South of 159<sup>th</sup> Street (Study Area 6)

**Waterfront Districts (MU/WF):**  
Waterfront District North – Marina Palms (Study Area 3)  
Waterfront District South – Blue Palms (Study Area 4)  
Waterfront District East – Intracoastal (Study Area 7)

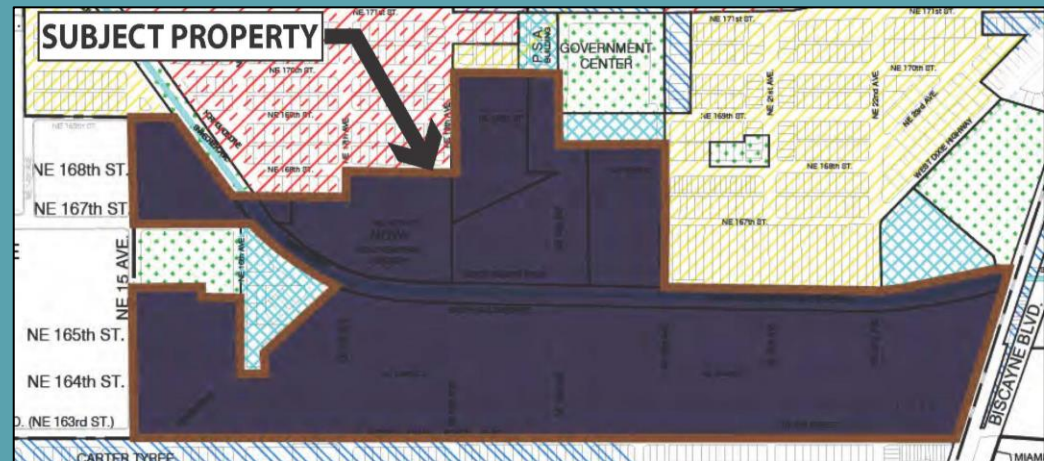
**Mixed Use Corridor (MU/C):**  
Highland Village (Study Area 8)

**Neighborhood Center (MU/NC):**  
West Dixie Hwy. (Study Area 2)

# Map and Text Amendments

## FCC MU/TC Policy 1.6.6 (NEW):

- Added new policy describing the MU/TC – Mixed Use Town Center (Study Area 1)
- Highlights:
  - Encourage transit oriented development consistent with an urban downtown
  - Prohibit stand alone auto-oriented uses such as surface parking lots, gas stations, auto service and repair, etc.



# Issues Raised FCC (MU/TC):

- Treatment of Snake Creek Canal
- Alleys and Utility Issues
- Public Art
- Incentives for Redevelopment in the CRA

# Addressed FCC (MU/TC):

## ALL ISSUES:

### Policy 1.8.7

Pre-Application Meeting: All Applicants with development proposals in a Mixed Use District shall be required to attend a pre-application meeting ...

Specific issues to be addressed at this pre-application meeting will include but are not limited to:

FCC MU/TC – utility locations and alleys, treatment of Snake Creek Canal, placement of public art, eligibility for tax increment rebate and other development incentives.

## ALLEYS AND UTILITIES:

### Policy 1.8.8

Design Principles and Procedures....

Connectivity:

...

2. The decision to abandon alleys or allow construction in the airspace above alleys, in cases where it is favorable to create deeper developable lots, will be balanced against the need to maintain the alley for rear access to parking and services for any property adjacent to the alley. If any part of an alley is approved for abandonment, any and all infrastructure in the alley must be relocated.



## **SNAKE CREEK CANAL:**

### **Policy 1.8.6**

#### **Mixed Use District Regulatory Framework. ...**

...

3. The Open Spaces and Greenway Systems Regulating Plan shows proposed open spaces and a greenway system within the mixed use district. The purpose of the Open Spaces and Greenway Systems Regulating Plan is to ensure the proper allocation and connectivity of proposed open spaces and greenways in order to achieve a balance between the built and the natural environment.

## **PUBLIC ART:**

### **Policy 1.8.1 Each individual Mixed Use project...shall**

(a) Create and/or enhance community-benefiting assets. These community benefiting assets can include: parks, cultural institutions, public art, open space, gazebos, fountains, plazas, seating areas, colonnades, shaded landscaped areas, or similar features.

## INCENTIVES FOR REDEVELOPMENT: Policy 1.6.3

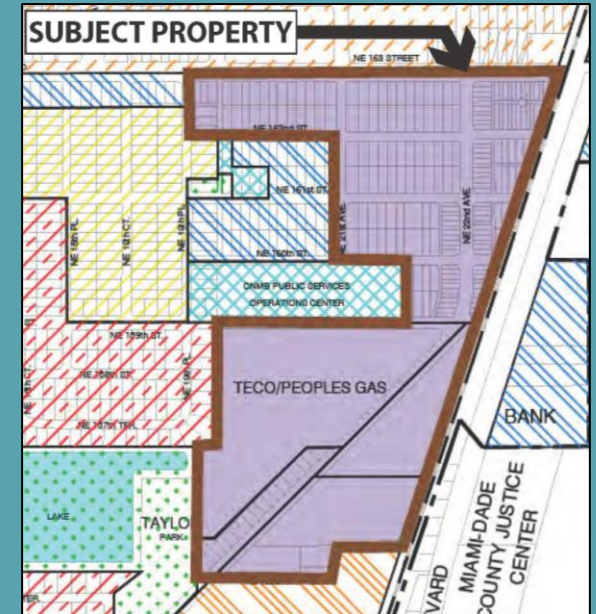
The City shall facilitate and encourage development of the city's designated Mixed Use Districts.  
...these incentives:

- a. reduction of required off-street parking requirements and/or shared parking agreements
- b. ~~strict enforcement of existing codes~~ air rights easements over alleys or other rights-of-way
- c. reduction of road impact fees (reverse impact fee structure, since higher density and intensity supports transit usage)
- d. revision of impact fees to instead fund transit, bicycle and pedestrian infrastructure
- e. Financial assistance and/or parcel assemblage coordination assistance from the Community Redevelopment Agency, when applicable
- f. Marketing assistance from the Community Redevelopment Agency, when applicable
- g. Location of circulator bus stop ~~in front of the development~~ as part of a local transit network
- h. Initial property tax rebate program, when applicable
- i. Public-Private- Partnerships

# Map and Text Amendments

## MU/EC Policy 1.6.7 (NEW)

- 163<sup>rd</sup> and 159<sup>th</sup> Street Mixed Use Employment Center (Study Areas 5 and 6)
- Highlights:
  - Encourage economic development supportive of high technology and service based activities compatible with residential uses
  - Limited auto-oriented uses are acceptable provided they are designed in a manner that encourages pedestrian and transit use
  - Vertically and horizontally integrated mixed uses



# Issues Raised (MU/EC):

- Compatibility with Adjacent Lower Density Residential Development to the west.
- Potential historic designation for TECO building.

# Addressed (MU/EC):

## Policy 1.8.7

Pre-Application Meeting: ....

159<sup>th</sup> Street South MU/EC – Treatment of western interface with lower density residential uses requiring a Transitional Area as defined in the regulating plans adopted for the district. Treatment of historically designated structure on property located at 15779 West Dixie Highway.

## TRANSITIONAL AREA MINIMUM REQUIREMENTS:

### Policy 1.8.8

Design Principles and Procedures....

Land Use Compatibility:

1. Complement and support adjacent existing land uses...

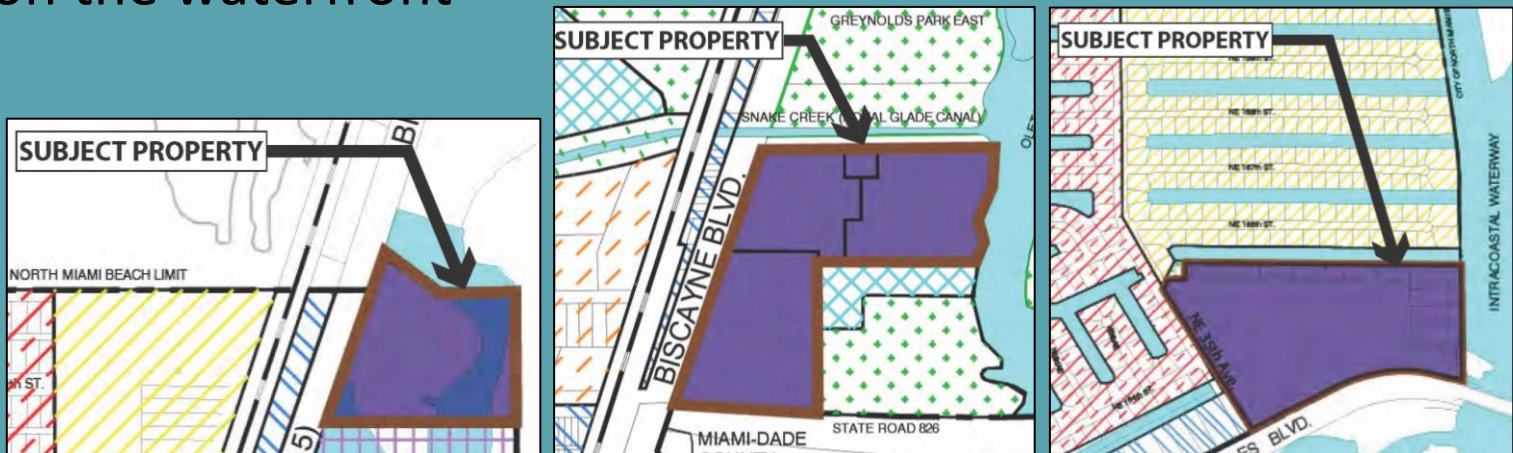
Where a proposed mixed use project is adjacent to SF residential property or having lower density than the proposed mixed use project (“Adjacent Lower Density Property”):

- (a) There shall be created a **fifty (50) foot wide landscaped buffer** within the proposed mixed use project property (“Mixed Use Property”) along the property line, between the Mixed Use Property and the Adjacent Lower Density Property...
- (b) There shall be a Transitional Area adjacent to the Adjacent Lower Density Property. The Transitional Area shall include the fifty (50) foot wide landscaped buffer where applicable. **The Transitional Area shall extend for the length of the portion of the Mixed Use Property that lies adjacent to and directly faces the Adjacent Lower Density Property and be a minimum of 200 feet and a maximum of 300 feet wide.** The Transitional Area shall be focused on **compatible building height transitions and maximum development intensities to be defined in the adopted building heights regulating plan** for the district.

# Map and Text Amendments

## MU/WF Policy 1.6.9 (NEW):

- Added new policy 1.6.9 describing the MU/WF – Mixed Use Waterfront (Study Areas 3, 4 and 7)
- Highlights:
  - Maximize the economic and aesthetic resource created by its waterfront location
  - Require public access to and beautification of the waterfront
  - Provide for multi-family housing enabling residents to live on the waterfront



# Issues Raised (MU/WF):

- Public access to waterfront
- Screening of existing FPL substation in South Waterfront District
- Additional access points to East Waterfront District (Eastern Shores)
- Retain and enhance Miami-Dade rescue station for Eastern Shores
- Add police substation for Eastern Shores

# Addressed (MU/WF):

## Policy 1.8.7

### Pre-Application Meeting: ....

All Applicants with development proposals in a mixed use district shall be required to attend a pre-application meeting ...the focus ...existing context and optimizing compatibility with adjacent properties... Specific issues to be addressed at this pre-application meeting will include but are not limited to:

North MU/WF – public access to the waterfront.

South MU/WF - appropriate screening and residential views related to the electrical substation and public access to the waterfront.

East MU/WF - The addition of multiple access points with direct access to SR 826 and traffic mitigation, public access to the waterfront, the retention/enhancement of the existing Miami-Dade rescue station, addition of a police substation and long term maintenance of dedicated public open spaces.



## **Policy 1.8.8**

### **Design Principles and Procedures.**

...

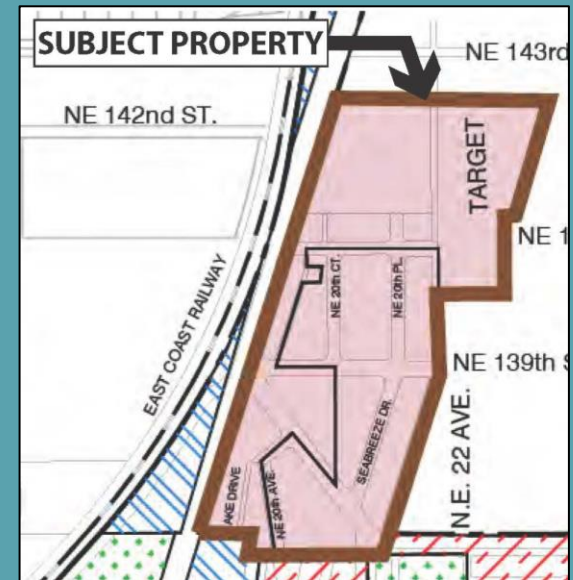
#### **Public Realm (publicly owned or accessible spaces):**

1. **Integration of the public realm through open space or urban public plazas and/or recreational areas.**
2. **Promote connectivity of open spaces, pedestrian and other non-motorized networks and landscaped streetscapes.**
3. **Require accessibility and connectivity for the general public to waterfronts.**

# Map and Text Amendments

## MU/C Policy 1.6.10 (NEW):

- Added new policy describing the MU/C – Mixed Use Corridor
- Highlights: (Study Area 8)
  - Maximize its location on a primary transit and business corridor, encourage economic development to support both local and regional activity and encourage a variety of workforce and market rate housing
  - Limited auto-oriented uses are acceptable provided they are designed in a manner that encourages pedestrian and transit use
  - Vertically and/or horizontally integrated mixed uses



# Issues Raised (MU/C):

- Awareness of the adjacent Biscayne Landing
  - Environmental cleanup and related off-site impacts
  - Floodplain encroachment and possibility of increased flooding
  - Connectivity and crime prevention.

# Addressed (MU/C):

## Policy 1.8.7

### Pre-Application Meeting: .....

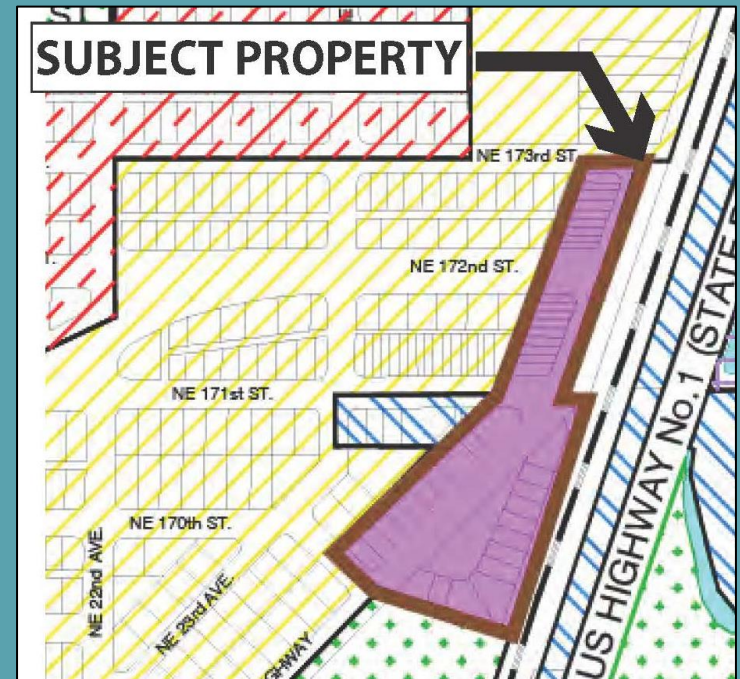
All Applicants with development proposals in a mixed use district shall be required to attend a pre-application meeting ...the focus ...existing context and optimizing compatibility with adjacent properties... Specific issues to be addressed at this pre-application meeting will include but are not limited to:

Arch Creek MU/C – Awareness of the adjacent environmental cleanup and related off-site impacts; floodplain encroachment and possibility of increased flooding, connectivity and crime prevention.

# Map and Text Amendments

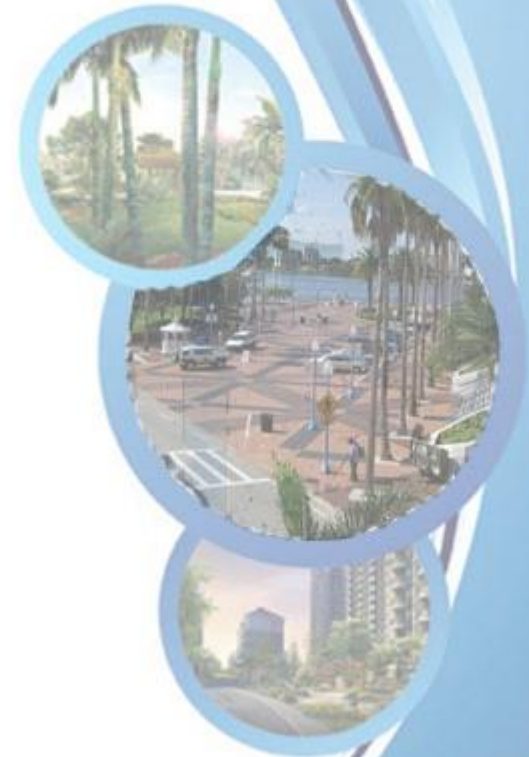
## MU/NC Policy 1.6.8 (NEW):

- Added new policy describing the MU/NC – Mixed Use Neighborhood Center (Study Area 2)
  - Highlights:
    - Encourage a balanced mix of uses characterized by compactness, pedestrian friendly design and neighborhood scale
    - Development patterns shall reflect design principles such as walkable neighborhoods oriented around the five-minute walk and public transit systems
- (No specific issues raised during outreach process related to Comprehensive Plan).



# Comprehensive Plan Concurrency Analysis

Comparing Current Comprehensive  
Plan Approved Development to Total  
Development Proposed in New Mixed  
Use Districts



# Comprehensive Plan Amendment Concurrency Impact Analysis vs. Specific Project Impact Analysis

- Comprehensive Plan concurrency impact analysis is based on **theoretical comparison** of the **total buildout of approved vs. proposed** maximum entitlements “on paper”.
- Specific project concurrency impact analysis based on **EXISTING CONDITIONS + PROPOSED PROJECT.**

# Amendments to Land Use Policy 1.8

## Policy 1.8.2:

- Added language to define the permitted land use densities and intensities for the 5 new mixed use land use categories (basket of rights):
  - maximum number of residential units and maximum square footage of non-residential development...



## Policy 1.8.2...

- Fulford MU/TC - Mixed Use Town Center: 9,633 units and 6 million sq. ft. of non-residential development;
- 163<sup>rd</sup> Street South MU/EC – Mixed Use Employment Center: 1,300 units and 4 million sq. ft. of non-residential development;
- 159<sup>th</sup> Street South MU/EC – Mixed Use Employment Center: 2,300 units and 2.5 million sq. ft. of non-residential development;
- West Dixie Highway MU/NC – Mixed Use Neighborhood Center: 500 units and 400,000 sq. ft. of non-residential development;
- Arch Creek MU/C – Mixed Use Corridor: 970 units and 1.5 million sq. ft. of non-residential development;
- South MU/WF – Mixed Use Waterfront: 1,400 units and 1 million sq. ft. of non-residential development;
- Northern MU/WF – Mixed Use Waterfront: 800 units and 1 million sq. ft. of non-residential development; and
- Eastern MU/WF – Mixed Use Waterfront: 2,000 units and 2.5 million sq. ft. of non-residential development.



# Net Change in Development Rights

Application Page 8

## Net Change

- Residential: + 31%
- Non-Residential: -86%

**Table 4 – Net Change in Total Development Rights By District and Cumulative**

Proposed District	Units	Nonresidential Square Footage (maximum)
<b>FCC MU/TC</b>		
Adopted Land Use	9,633	73,319,594
Proposed Land Use	9,633	6,000,000
Net Change	0	-67,319,594
<b>163<sup>rd</sup> MU/EC</b>		
Adopted Land Use	629	15,805,517
Proposed Land Use	1,300	4,000,000
Net Change	671	-11,805,517
<b>159 MU/EC</b>		
Adopted Land Use	851	5,043,150
Proposed Land Use	2,300	2,500,000
Net Change	1,449	-2,543,150
<b>W. Dixie MU/NC</b>		
Adopted Land Use	341	391,817
Proposed Land Use	500	400,000
Net Change	159	8,183
<b>Arch Creek MU/C</b>		
Adopted Land Use	970	12,122,940
Proposed Land Use	970	1,500,000
Net Change	0	-10,655,940
<b>North MU/WF</b>		
Adopted Land Use	336	4,085,976
Proposed Land Use	800	1,000,000
Net Change	464	-3,085,976
<b>South MU/WF</b>		
Adopted Land Use	900	12,378,010
Proposed Land Use	1,400	1,000,000
Net Change	500	-11,378,010
<b>East MU/WF</b>		
Adopted Land Use	717	16,305,756
Proposed Land Use	2,000	2,500,000
Net Change	1,283	-13,805,756
<b>Cumulative Total</b>		
Adopted Land Use	14,377	139,452,760
Proposed Land Use	18,903	18,900,000
<b>Net Change</b>	<b>4,526 (31%)</b>	<b>-120,552,760 (-86%)</b>

# Concurrency Analysis

Application Pages 9-20

- Sanitary Sewer
- Potable Water
- Drainage
- Solid Waste
- **Recreation and Open Space**
- Traffic Circulation
- Mass Transit
- **Public Education**

- The major reduction in non-residential entitlements resulted in a reduction of infrastructure impacts in all categories except for parks and schools which are not impacted by nonresidential development. The 31% increase in residential units, therefore, caused a net increase in those two concurrency categories.

# Recreation and Open Space Concurrency Analysis

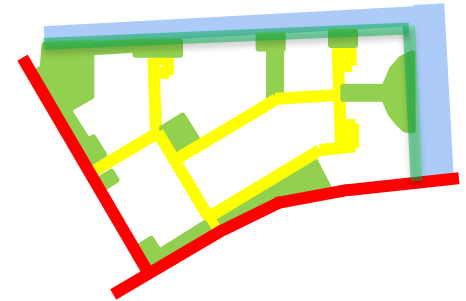
Application Pages 15-16

- Adopted Level Of Services (LOS) standard for park is 2 acres per 1,000 residents
- Existing park acreage is 165.7 acres
- Proposed amendments will increase population from 43,000 people to 52,000 people
- Total required park area based on residential increase is 104 acres
- Current supply sufficient to maintain level of service

# Recreation and Open Space Concurrency Analysis

Application Pages 15-16

- New Policy 1.8.6 in Exhibit D: requires mixed use districts to establish a Designated Open Space and Greenways Systems Regulating Plan to ensure that appropriate public open space, particularly water front access and park and recreational opportunities be provided in each district.
- Draft regulating plans result in an additional 14.14 acres of open space and access to 4,100 linear feet of waterfront
- Draft zoning regulations will establish tax increment rebate incentive programs for development of additional open space in CRA areas.
- In other areas, minimum open space requirements will be established in exchange for the allocation of residential entitlements from the basket of rights.



# Public Education Analysis

Application Pages 18-19

- Adopted LOS standard for schools in Miami Dade County is 110% of capacity (measured in Concurrency Service Areas - CSAs)
- CSA is projected to have adequate capacity to accommodate the projected increase in school age children resulting from the creation of the mixed use districts:

Projected 2017 enrollment, elementary schools in Northeast (NE) CSA 1 – 18,013 students  
Projected elementary school enrollment at maximum build out – 18,594 students  
Projected 2017 Capacity, elementary schools in NE CSA – 24,445 students stations  
Projected utilization rate at maximum build-out – 76%

Projected 2017 enrollment, middle schools in NE CSA – 8,745 students  
Projected middle school enrollment at maximum build out – 9,058 students  
Projected 2017 Capacity, middle schools in NE CSA – 12,593 students stations  
Projected utilization rate at maximum buildout – 72%

Projected 2017 enrollment, high schools in NE CSA – 15,769 students  
Projected high school enrollment at maximum build out – 16,183 students  
Projected 2017 Capacity, high schools in NE CSA – 16,178 students stations  
Projected utilization rate at maximum buildout – 100.03%

# Next Steps for Comprehensive Plan Amendments:

- City Council First Reading
- State Agency Review of Proposed Amendments
- Address Comments from the State
- City Council Second Reading





# Project Timeline

## Comprehensive Plan Amendment

January 06	City Council Workshop
January 12	Planning and Zoning Board Public Hearing
<b>January 20</b>	<b>City Council First Reading</b>
Jan.-March	State Review
March 17	City Council Second Reading (Tentative)

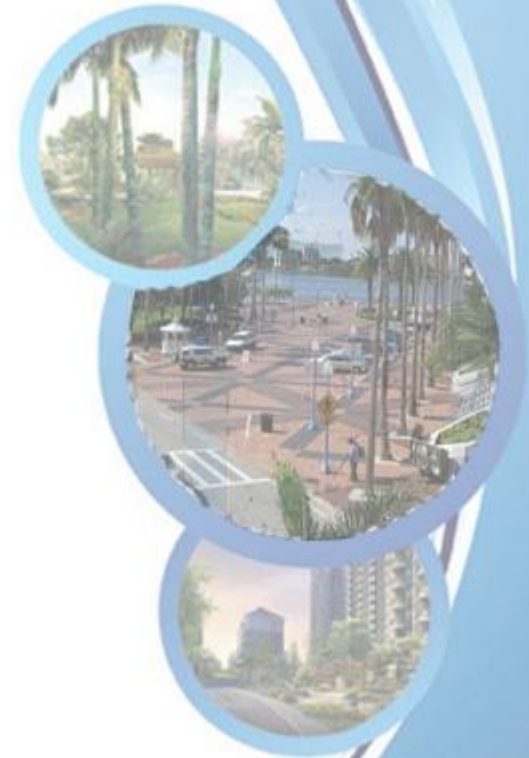
## Zoning Regulations

January 27	City Council Workshop
February 9	Planning and Zoning Board Public Hearing
March 3	City Council First Reading
March 17	City Council Second Reading (Tentative)





# THANK YOU



**ORDINANCE NO. 2015-3**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AMENDMENTS TO ITS COMPREHENSIVE PLAN INCLUDING TO THE FUTURE LAND USE MAP, TEXT CHANGES TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS; AMENDING THE FULFORD MU/TC, MIXED-USE TOWN CENTER DISTRICT; CREATING THE 163<sup>RD</sup> STREET SOUTH MU/EC, MIXED USE EMPLOYMENT CENTER, 159<sup>TH</sup> STREET MU/EC, MIXED-USE EMPLOYMENT CENTER, WEST DIXIE HIGHWAY MU/NC, MIXED-USE NEIGHBORHOOD CENTER, ARCH CREEK MU/C, MIXED-USE CORRIDOR, NORTHERN MU/WF, MIXED USE WATERFRONT, EASTERN MU/WF, MIXED-USE WATERFRONT, AND SOUTH MU/WF, MIXED USE WATERFRONT OVERLAY DISTRICTS; AMENDING THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY AND APPLY THE OVERLAY DESIGNATIONS TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT “A”); PROVIDING FOR CERTIFIED COPIES OF THIS ORDINANCE AND COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) seeks to encourage and incentivize mixed-use and planned unit development projects that are the appropriate intensity, density, land-use mix, and urban design for the City; and

**WHEREAS**, the City, in an effort to facilitate the development of designated mixed-use overlay districts in the City, undertook a nine-month long process to allow the stakeholders and neighboring property owners to participate in the process of developing the overlay districts and the proposed amendments to the Comprehensive Plan; and

**WHEREAS**, establishing the 163<sup>rd</sup> Street South MU/EC, Mixed Use Employment Center, 159<sup>th</sup> Street MU/EC, Mixed-Use Employment Center, West Dixie Highway MU/NC, Mixed-Use Neighborhood Center, Arch Creek MU/C, Mixed-Use Corridor, Northern MU/WF, Mixed Use Waterfront, Eastern MU/WF, Mixed-Use Waterfront, and South MU/WF, Mixed Use Waterfront and amending the Fulford MU/TC Mixed-Use Town Center Overlay Districts (hereinafter “Districts”) allows the City to ensure that development of those articulated areas will be compatible with and in scale with the built environment of the adjacent areas and in the best interest of the City; and

**WHEREAS**, Chapter 163, Florida Statutes provides for the process by which a City’s Comprehensive Plan may be amended; and

**WHEREAS**, pursuant to Florida Statutes and Florida Administrative Rules, the City’s Planning and Zoning Board, as the Local Planning Agency, held a duly noticed public hearing on January 12, 2015, reviewed the proposed amendments to the City’s Comprehensive Plan and to the Map Series of the Future Land Use Element of the City’s Comprehensive Plan, determined such applications to be consistent with the Comprehensive Plan and appropriate to the future land uses within the City, and recommended approval to the City Council by a vote of 5 to 1; and

**WHEREAS**, City Council has received and considered the recommendation of the Local Planning Agency, and held a public hearing on January 20, 2015 to consider the transmittal of the proposed amendments in accordance with the requirements of Chapter 163, Florida Statutes, Part II; and

**WHEREAS**, the City Council believes it is in the best interest of the public to amend the Comprehensive Plan by adopting the proposed amendments to the Future Land

Use Element, the Transportation Element, and to the Future Land Use Map as provided for in the attached Exhibit “A”.

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

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2.** Pursuant to Chapter 163, Florida Statutes, the City Council of the City of North Miami Beach hereby adopts amendments to its current Comprehensive Plan identified in Exhibit “A”, Text Amendments to the Comprehensive Plan and overlay Future Land Use Map Amendment, which are incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is available with the City Clerk and on the City’s website at [www.cityymb.com](http://www.cityymb.com).

**Section 3.** The City Clerk is directed to transmit a copy of the amendments to the State of Florida Department of Community Affairs and other agencies as provided under Chapter 163, Part II of the Florida Statutes.

**Section 4.** It is the intention of the City Council and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the City of North Miami Beach.

**Section 5.** All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

**Section 6.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7.** This Ordinance shall be effective pursuant to Chapter 163, Part II of the Florida Statutes.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_\_ day of January, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

Note: Proposed additions to existing City Code text are indicated by underline.

<b>COUNCILPERSON</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor George Vallejo				
Vice-Mayor Barbara Kramer				
Councilman Anthony DeFillipo				
Councilwoman Marlen Martell				
Councilman Frantz Pierre				
Councilwoman Phyllis Smith				
Councilwoman Beth Spiegel				



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

## MEMORANDUM

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
**DATE:** Tuesday, January 20, 2015

---

**RE:** Resolution No. R2015-3 (Esmond Scott, Director of Public Works)

---

**BACKGROUND ANALYSIS:**

The City of North Miami Beach has a Turf and Landscape Joint Participation Agreement with the Florida Department of Transportation ("FDOT"), whereby North Miami Beach performs scheduled median maintenance on a portion of State Road 826 between Biscayne Boulevard and Sunny Isles Causeway. Since that area falls within the boundaries of the City of North Miami, North Miami Beach desires to enter into the Landscape, Lighting and Maintenance Memorandum of Understanding ("MOU") with North Miami, in substantially the attached form (Exhibit "A") to provide scheduled maintenance services and beautification improvements to that portion of State Road 826.

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

- [Resolution No. 2015-3](#)
- [Exhibit A to R2015-3 North Miami](#)

**RESOLUTION NO. R2015-3**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A LANDSCAPE, LIGHTING AND MAINTENANCE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE CITY OF NORTH MIAMI; PROVIDING THE TERMS AND CONDITIONS FOR THE ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES AND BEAUTIFICATION IMPROVEMENTS FROM THE CITY OF NORTH MIAMI TO THE CITY OF NORTH MIAMI BEACH ON A PORTION OF STATE ROAD 826 BETWEEN BISCAYNE BOULEVARD AND SUNNY ISLES CAUSEWAY AND SITUATED WITHIN NORTH MIAMI CITY LIMITS.**

**WHEREAS**, the City of North Miami Beach (“North Miami Beach”) has a Turf and Landscape Joint Participation Agreement (“Joint Agreement”) with the Florida Department of Transportation (“FDOT”), whereby North Miami Beach performs scheduled maintenance on a portion of State Road 826 between Biscayne Boulevard and Sunny Isles Causeway; and

**WHEREAS**, North Miami Beach desires to enter into the Landscape, Lighting and Maintenance Memorandum of Understanding (“MOU”), in substantially the attached form (Exhibit “A”), to provide scheduled maintenance services and beautification improvements to the portion of State Road 826, as more particularly described in Exhibit “A” ; and

**WHEREAS**, the MOU provides that North Miami Beach agrees to maintain that portion of State Road 826, including landscaping, signage, landscape lighting, and irrigation systems; and

**WHEREAS**, the City of North Miami, in Resolution No. 2014-R-126 (Exhibit “A”), has agreed to enter into the MOU in substantially the attached form; and

**RESOLUTION NO. R2015-3**



**WHEREAS**, the City of North Miami Beach finds it to be in the best interests of the City to execute the MOU with the City of North Miami for maintenance services and beautification improvements on that portion of State Road 826.

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

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

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby authorize the City Manager and City Clerk to execute a Landscape, Lighting and Maintenance Memorandum of Understanding with the City of North Miami, Florida, for the purpose of assigning the responsibility of providing maintenance services and beautification improvements to the City of North Miami Beach, Florida.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ **day of January, 2015.**

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**EXHIBIT "A"**

**LANDSCAPE, IRRIGATION, SIGNAGE  
AND LANDSCAPE LIGHTING  
MAINTENANCE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF NORTH MIAMI BEACH  
AND THE CITY OF NORTH MIAMI, FLORIDA**

This Memorandum of Understanding ("MOU"), entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the City of North Miami Beach, Florida, a municipal corporation of the State of Florida ("NMB"), and the CITY OF NORTH MIAMI, Florida a municipal corporation of the State of Florida, ("North Miami"), and collectively referred to as the PARTIES.

RECITALS:

- A. State Road (S.R.) 826/North Miami Beach Boulevard from Biscayne Boulevard U.S. Highway #1 S.R. 5 to NMB's easternmost boundary at the Intracoastal Waterway, and the median therein is Florida Department of Transportation (FDOT) right-of-way, which is located within the limits of North Miami; and
- B. NMB would like to perform scheduled maintenance as agreed upon in its Turf and Landscape Joint Participation Agreement with FDOT Contract#AQY22, Fin#252414-2-78-02 ("Joint Participation Agreement"), attached hereto as Exhibit "A" which by reference shall become a part of this MOU. Such maintenance will involve beautification improvements including landscaping, irrigation systems, sod replacement and the replacement of the Welcome Sign which by reference shall become a part of this MOU; and
- C. The PARTIES mutually recognize the need for entering into this MOU designating and setting forth the responsibilities of each party with regards to the maintenance of the landscaping, signage, landscape lighting and irrigation systems installed; and
- D. North Miami, by Resolution No.2014-R-126, dated December, 9,2014, attached hereto as Exhibit 'B', which by reference shall become a part of this MOU, desires to enter into this MOU and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the PARTIES covenant and agree as follows:

## 1. RECITALS

The recitals in this MOU are true and correct, and are incorporated herein by reference and made a part hereof.

## 2. NORTH MIAMI'S RESPONSIBILITIES

The PARTIES agree that the execution of this MOU shall constitute an assignment of all maintenance responsibilities pertaining to the landscaping, signage, landscape lighting and irrigation systems within the Project limits (Exhibit "A") to NMB in perpetuity upon execution of this MOU.

## 3. NMB'S MAINTENANCE RESPONSIBILITIES

NMB shall maintain the landscaping, signage, landscape lighting and irrigation systems in accordance with all applicable NMB guidelines, standards, and procedures. Additionally, NMB shall maintain the landscape and irrigation in accordance with the standards set forth in its Joint Participation Agreement with FDOT. NMB's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Joint Participation Agreement, incorporated herein by reference, and all applicable NMB guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Joint Participation Agreement.
- d. Mulching all plant beds and tree rings.
- e. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- f. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- g. Performing routine and regular inspection of the irrigation system(s) to assure that the systems are fully functional; identifying damage and/or malfunctions to the system(s); repairing and/or replacing broken or missing irrigation equipment; and adjusting spray heads to eliminate overspray of water onto paved areas.

- h. Paying for all water use and all costs associated therewith.
- i. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- j. Performing routine and regular inspection of landscape lighting performance to ensure that the system(s) are fully functional; identifying damage and/or malfunctions; repairing or replacing broken or missing lighting equipment; and adjusting light throw to eliminate interference with visibility of motoring public.
- k. Performing routine and regular inspection of the Welcome Sign to ensure that it is maintained in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time and as approved by NMB. Ensure all pedestrian and motorists can use the roadway and sidewalks without being exposed to a hazardous condition; identifying damages and/or malfunctions with respect to the sign(s) location, horizontal offset, height, electrical requirements (if illuminated), structural integrity and applied finishes; repairing or replacing all identified damaged component(s) and or equipment.
- l. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.a through 3.k.
- m. Submitting copies of Lane Closure approvals to North Miami when maintenance activities will require the closure of a traffic lane in North Miami's jurisdiction in FDOT's right-of-way.

North Miami may, at its sole discretion, perform periodic inspection of the landscape and irrigation to ensure that NMB is performing its duties pursuant to this MOU. North Miami shall share with NMB its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this MOU. NMB is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, as may be amended from time to time.

#### **4. MAINTENANCE DEFICIENCIES**

If at any time it shall come to the attention of the North Miami that NMB's responsibilities as established herein are not being properly accomplished pursuant to the terms of this MOU, North Miami may, at its option, issue a written notice, in care of the CITY MANAGER, to notify NMB of the maintenance deficiencies. From the date of receipt of the notice, NMB shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this MOU.

If said deficiencies are not corrected within this time period, North Miami may, at its option, maintain the landscape and irrigation, or a part thereof and invoice NMB for expenses incurred; or terminate this MOU in accordance with Section 7.

**5. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To NMB:**

**City Manager's Office**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2900  
Facsimile No. (305) 957-3602

**Office of the City Attorney**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2939  
Facsimile No. (305) 787-6004

**To North Miami:** City of North Miami

\_\_\_\_\_  
\_\_\_\_\_  
Attention: City Manager

City of North Miami

\_\_\_\_\_  
\_\_\_\_\_  
Attention: City Attorney

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

**6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE LANDSCAPE, SIGNAGE, LANDSCAPE LIGHTING AND IRRIGATION SYSTEMS**

- a. The PARTIES agree that the landscaping, signage, landscape lighting and irrigation systems addressed by this MOU may be removed, relocated or adjusted

at any time in the future, with prior written approval received by the party requesting the removal, relocation, or adjustment. In the event that NMB relocates or adjusts the landscape, signage, landscape lighting and irrigation systems, NMB's maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

## **7. TERMINATION**

This MOU is subject to termination under any one of the following conditions:

- a. By North Miami, if NMB fails to perform its duties under Section 3 of this MOU, following the thirty (30) days written notice, as specified in Section 4 of this MOU.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the PARTIES shall reserve the right to unilaterally cancel this MOU if either party refuses to allow public access to any or all documents, papers, letters, or other materials made or received in connection with this MOU which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this MOU.

## **8. TERMS**

- a. The effective date of this MOU shall commence upon execution by the PARTIES. This MOU shall continue in perpetuity or until termination as set forth in Section 7.
- b. This writing embodies the entire MOU and understanding between the PARTIES hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. This MOU shall not be transferred or assigned, in whole or in part, without the prior written consent of the PARTIES.
- d. This MOU shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this MOU found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the MOU.
- e. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this MOU shall lie exclusively in a state court

of competent jurisdiction in Miami-Dade County, Florida.

- f. A modification or waiver of any of the provisions of this MOU shall be effective only if made in writing and executed with the same formality as this MOU.
- i. The section headings contained in this MOU are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this MOU shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The PARTIES are state agencies, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this MOU shall be deemed or otherwise interpreted as waiving sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **9. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, NMB shall promptly indemnify, defend, save and hold harmless North Miami, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits directly caused by NMB's negligent exercise or of its responsibilities as set out in this MOU, except that neither NMB nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of North Miami.

NMB's obligation to indemnify, defend and pay for the defense of North Miami, or to participate and associate with North Miami in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the NMB's receipt of the North Miami's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if North Miami sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this MOU. North Miami's failure to notify NMB of a claim shall release NMB of the above duty to defend and indemnify North Miami.

NMB shall pay all costs and fees related to this obligation and its enforcement by the North Miami. The indemnification provisions of this section shall survive termination or expiration of this MOU, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this MOU.



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**CITY OF NORTH MIAMI**

**CITY OF NORTH MIAMI BEACH**

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Ana Garcia,  
City Manager

ATTEST:

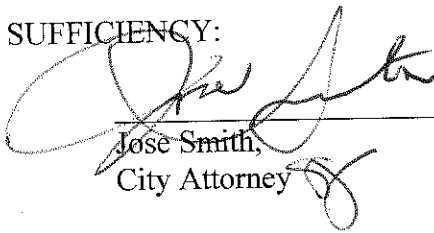
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Pamela Latimore,  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

 1/15/15  
\_\_\_\_\_  
Jose Smith,  
City Attorney

***EXHIBIT 'A'***

**PROJECT LIMITS TURF AND LANDSCAPE JOINT PARTICIPATION AGREEMENT  
WITH FDOT CONTRACT#AQY22, FIN#252414-2-78-02**

Below are the limits of the landscape, signage, landscape lighting and irrigation to be maintained under this **MOU**.

**State Road Number: 826/North Miami Beach Boulevard**

**Agreement Limits: From medians east of Biscayne Boulevard  
to Intracoastal Waterway/Sunny Isles Causeway**

**County: Miami-Dade**

***EXHIBIT 'B'***

**CITY OF NORTH MIAMI RESOLUTION**

To be herein incorporated once ratified by the CITY Council.

**EXHIBIT "B"**

RESOLUTION NO. 2014-R-126

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LANDSCAPE, IRRIGATION, SIGNAGE AND LANDSCAPE LIGHTING MAINTENANCE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE CITY OF NORTH MIAMI BEACH, PROVIDING THE TERMS AND CONDITIONS FOR THE ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES FROM NORTH MIAMI TO NORTH MIAMI BEACH ON A PORTION OF STATE ROAD 826 BETWEEN BISCAYNE BOULEVARD AND SUNNY ISLES CAUSEWAY, SITUATED WITHIN NORTH MIAMI CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami Beach, Florida (“North Miami Beach”), has a *Turf and Landscape Joint Participation Agreement* (“Joint Agreement”) with the Florida Department of Transportation (“FDOT”), whereby North Miami Beach performs scheduled maintenance on a portion of State Road 826 North Miami, as more particularly prescribed in the Joint Agreement (“Maintenance Services”); and

**WHEREAS**, North Miami Beach desires to perform Maintenance Services on the portion of State Road 826 (i.e., NW 167<sup>th</sup> NE 163<sup>rd</sup> Street/Sunny Isles Causeway), situated within the city-boundary of the City of North Miami (“City”); and

**WHEREAS**, North Miami Beach is seeking the approval and execution of the *Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding* (“MOU”), in substantially the attached form, to provide scheduled Maintenance Services to the portion of State Road 826, situated within the City (“City Right-of-Way”); and

**WHEREAS**, under the MOU, North Miami Beach agrees to maintain the City Right-of-Way, including the provision of landscaping, signage, landscape lighting, irrigation systems; and to mow, trim, prune, mulch, water and fertilize all plant materials on the City Right-of-Way; and

**WHEREAS**, the City Manager respectfully seeks authorization to execute the MOU to effectuate the assignment of maintenance responsibility from the City to North Miami Beach; and

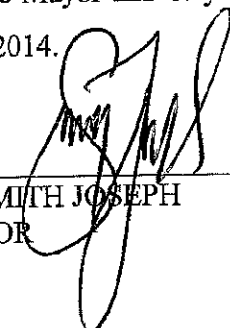
WHEREAS, the Mayor and City Council find that entering into the MOU, in substantially the attached form, is in the best interest of the City.

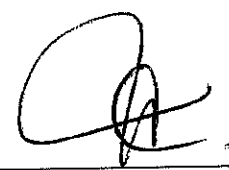
NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

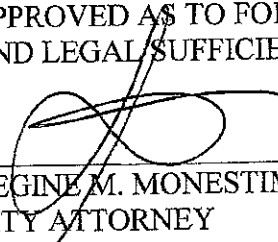
**Section 1. Authority of City Manager.** The Mayor and Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a *Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding*, in substantially the attached form, providing the terms for the assignment of maintenance responsibilities from North Miami to North Miami Beach on a portion of State Road 826 between Biscayne Boulevard and Sunny Isles Causeway, situated within City limits.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 9<sup>th</sup> day of December, 2014.

  
DR. SMITH JOSEPH  
MAYOR

ATTEST:   
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

**CERTIFICATION**  
I certify this to be a true and correct copy, of the record in my office.  
WITNESSETH my hand and official seal of the City of NORTH MIAMI Florida, this 16<sup>th</sup> day of December 2014  
Louis Thelise for the City Clerk

Moved by: Galvin

Seconded by: Steril

**Vote:**

Mayor Dr. Smith Joseph  
Vice Mayor Philippe Bien-Aime  
Councilperson Scott Galvin  
Councilperson Carol Keys, Esq.  
Councilperson Marie Erlande Steril

<u>  x  </u>	(Yes)	<u>      </u>	(No)
<u>  x  </u>	(Yes)	<u>      </u>	(No)
<u>  x  </u>	(Yes)	<u>      </u>	(No)
<u>  x  </u>	(Yes)	<u>      </u>	(No)
<u>  x  </u>	(Yes)	<u>      </u>	(No)