



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: January 26, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: February 9, 2011
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell Jr.
Councilwoman Lisa C. Davis
Councilman André Williams
Councilwoman Felicia Robinson
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
City Manager Dr. Danny O. Crew
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

City of Miami Gardens Ordinance No. 2007-09-115 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
Regular City Council Minutes – January 12, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)

(F) SPECIAL PRESENTATIONS (5 minutes each)

- F-1) Councilman Williams – Opa-locka CDC on NSP-2 and NSP-3 in Miami Gardens
- F-2) Tom Ruiz, Public Works Director - 2010 Outstanding Urban Forest Program/Large Community Award
- F-3) City Manager Dr. Danny O. Crew – Employee Recognition (5 Year Service Pin & Employee of the Month)
- F-4) Councilwoman Pritchett & Events and Media – Presentation to MLK Committee

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(I) ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX OF THE CODE OF ORDINANCES TO ADD DIVISION 6, TO IMPLEMENT A CITY OF MIAMI GARDENS MINORITY BUSINESS ENTERPRISE ORDINANCE; ESTABLISHING A POLICY; PROVIDING FOR CERTIFICATION; PROVIDING FOR OUTREACH; PROVIDING FOR OBJECTIVES AND GOALS; PROVIDING FOR REQUIREMENTS; PROVIDING FOR WAIVERS AND EXCEPTIONS; PROVIDING FOR REPORTING REQUESTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III) (1st Reading – January 12, 2011)

(J) RESOLUTION(S)/PUBLIC HEARING(S)

None

(K) CONSENT AGENDA

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING PREVENTIVE MEASURES TO FIGHT OBESITY AS SET FORTH BY MICHELLE OBAMA, THE FIRST LADY OF THE UNITED STATES OF AMERICA IN THE *LET'S MOVE!* CAMPAIGN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR GIBSON)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN EIGHTH AMENDMENT TO THE LEASE AGREEMENT WITH BRI 1814 GGOP, LLC FOR THE LEASE OF CITY HALL OFFICE SPACE AT GOLDEN GLADES OFFICE PARK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER CORTADA IN AN AMOUNT OF ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$152,000.00) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT TITLED "SPLASH" FOR THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS587 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS (\$56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;

PROVIDING AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN LISA C. DAVIS' APPOINTMENT OF SUSAN E. BURNS, TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR CAMPBELL'S REAPPOINTMENT OF TIMOTHY W. TURNER, TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR CAMPBELL JR.)

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN ANDRE WILLIAMS' REAPPOINTMENT OF CHANTELE J. HARRIS TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ANDRÉ WILLIAMS)

(L) RESOLUTION(S)

None

(M) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK

M-1) City Manager's Monthly Report

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

(O) WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN COMMUNICATIONS FROM THE PUBLIC

(P) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT./ 2750, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2750. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	January 26, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)		X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		N/A			X		
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X			
Funding Source:	N/A		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
			Enhance Organizational	<input type="checkbox"/>			
			Bus. & Economic Dev	<input type="checkbox"/>			
			Public Safety	<input checked="" type="checkbox"/>			
			Quality of Education	<input type="checkbox"/>			
			Qual. of Life & City Image	<input type="checkbox"/>			
			Communication	<input type="checkbox"/>			
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Planning and Zoning			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The sale and consumption of alcoholic beverages is currently regulated under Section 34-146 of the City's Land Development Code. It is more appropriate to regulate alcohol sale and consumption in the City's Code of Ordinances. Hence, this Ordinance will move regulations of such sale and consumption from the Land Development Code to the City's Code of Ordinances. This Ordinance will also establish the day and time for alcohol sale and consumption, and will provide for an administrative variance

ITEM H-1) ORDINANCE
FIRST READING
Amending Chapter 6 of the Code of Ordinance

process whereby the City Manager will be authorized to grant an additional two (2) hour extension for the sale of alcohol at certain establishments. The following is a summary of the proposed hours of operation for establishments dispensing alcoholic beverages as compared to currently adopted regulations pursuant to the Miami-Dade County Code:

1. The general hours of sale of alcoholic beverages for restaurants remains the same as Miami-Dade, which is between the hours of 8:00 am and 1:00 am the following day.
2. Miami-Dade County's Code does not specifically address hours for alcohol sale and consumption at banquet halls and halls for hire establishments. The City's Ordinance proposes the hours of sale of alcoholic beverages between the hours of 8:00 am to 11:00 pm at such establishments.
3. Miami-Dade County Code allows food stores, convenience stores and gas stations to sell beer and wine during all hours that they remain open up to 24 hours a day, 7 days per week. The City's Ordinance proposes that these establishments be allowed to sell beer and wine between the hours of 6:00 am and 12:00 am or less hours if the establishment is closed for regular business.
4. Miami-Dade Code allows package store sales from 8:00 am to 10:00 pm Monday through Saturday, but no sales on Sunday, with exceptions for Christmas Eve and New Year's Eve. The City's Ordinance proposes the same hours and exceptions, but also allows sales on Sunday between the hours of 1:00 pm to 10:00 pm.
5. Establishments such as sports bars, entertainment and amusement restaurants under the Miami-Dade County Code required a special exception approval from the Council, which if granted, also allowed hours of sales of alcoholic beverages from 8:00 am to 5:00 am the following day, thereby creating a potential nightclub environment. The City's Ordinance proposes that such establishments be allowed sales of alcoholic beverages from 8:00 am to 1:00 pm consistent with a typical restaurant. A provision is proposed that would allow the extension of operating hours by two (2) hours, which would allow alcohol sales until 3:00 am.
6. The hours of operation of adult entertainment establishments remain the same, and there are no proposed amendments to the approval process adopted under the Miami-Dade County Code of Ordinances. Currently adult entertainment establishments are allowed to sale alcohol between the hours of 8:00 am to 4:50 am the following day, with slight exception for Sundays.

Proposed Action:

It is recommended that the City Council adopt the attached Ordinance relating to the sale and consumption of alcoholic beverages.

Attachment:

Exhibit "A" - Ordinance

ORDINANCE NO. 2011 _____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently regulates alcohol sale and consumption in Section 34-146 of the City's Land Development Regulations, and

WHEREAS, it is more appropriate to regulate alcohol sale and consumption in the City's Code of Ordinances, and

WHEREAS, in addition, this Ordinance establishes the days and times for alcohol sale and consumption within the City of Miami Gardens, and

WHEREAS, in addition, this Ordinance provides an administrative variance process whereby the City Manager can grant an additional two (2) hour extension for those establishments when alcohol can be consumed on the premises, and establishes a process for an appeal of the City Manager's decision in the event of a denial,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Added language is underlined. Deleted language is stricken through.

32 Section 2. AMENDMENT: Chapter 6 of the City of Miami Gardens' Code
33 of Ordinances is hereby amended to add Article X as follows:

34 **Chapter 6 – Article X Alcohol Sale and Consumption.**

35
36 **Sec. 6-349 Hours and days of sale and consumption**
37

38 (A) Hours and days of sale. Hours of sale, consumption. It shall be
39 unlawful for any person to purchase and for any licensee and any
40 manager, agent or employee of any licensee to sell, serve or
41 distribute in any form or by any method any alcoholic beverage, as
42 defined in Section 34-732 of the City's Land Development Code, in
43 any place of business except between the hours of 8:00 a.m. and
44 1:00 a.m. of the following day, unless an exception has been
45 granted as outlined in section 6-349 (B) of this Chapter.
46

47 (B) Limitations. The following businesses, as defined in the City's Land
48 Development Code, shall only permitted to sell alcoholic beverages
49 during the following hours:

50
51 1. Banquet halls/Hall for hire/caterers. Between the
52 hours of 8:00 a.m. and 11:00 p.m.;
53

54 2. Food stores/grocery stores/retail drug stores.
55 Between the hours of 6:00 a.m. and 12:00 a.m., or during such
56 hours as their establishments legally remain open for the sale of
57 other goods; whichever hours are more restrictive.
58

59 3. Not-for-profit theatres with live performances. Sales of
60 alcoholic beverages shall be permitted only for consumption on the
61 premises and only to patrons during any regularly scheduled live
62 theatre performance. No sit-down bar shall be permitted.
63

64 4. Package stores. During the hours of 8:00 a.m. and
65 10:00 p.m. Monday through Saturday, and on Sundays between
66 the hours of 1:00 p.m. and 10:00 p.m.
67

68 5. Sports bar/restaurant, amusement bar/restaurant,
69 bars/lounges, nightclubs, discotheques, clubs, and cabarets. During
70 the hours of 8:00 a.m. and 1:00 a.m. of the following day.
71

72 (C) Exceptions to hours of sale, hours of consumption for certain
73 establishments. The following exceptions to Section 6-349(A) shall
74 apply:
75

Added language is underlined. Deleted language is stricken through.

76 1. Adult entertainment club. Shall be permitted to remain
77 open, and sell alcoholic beverages for consumption on the
78 premises between the hours of 8:00 a.m. to 4:50 a.m. of the
79 following day during week days, and on Sundays between the
80 hours of 10:00 a.m. to 4:50 a.m. of the following Monday; and to
81 remain open and sell other alcoholic beverages on Sunday for the
82 consumption on the premises from 5:00 p.m. to 4:50 a.m. of the
83 following Monday. It is specifically provided, however, that every
84 adult entertainment club that may operate in accordance with this
85 Section shall close its doors and have all its patrons off its premises
86 no later than 5:00 a.m. of each day.

87
88 2. Package stores. Vendors may make sales until 12:00
89 midnight on Christmas Eve (December 24) and New Year's Eve
90 (December 31).

91
92 (D) Extension of hours. The City Manager shall have the authority to
93 grant an administrative variance to allow the extension of said
94 hours of alcohol sales up to two additional hours for premises
95 selling alcohol to be consumed on the premises. Any establishment
96 wishing to extend its hours of sales or consumption beyond the
97 two-hour extension set out herein, or which has been denied the
98 administrative variance by the City Manager may file an application
99 for a public hearing for non-use variance before the City Council for
100 the extension of such hours. Any establishment having previously
101 been authorized to extend its hours of operation by public hearing
102 may continue to operate pursuant to the extension granted
103 previously and no further public hearing is necessary, unless the
104 City Council acts to further restrict or terminate such extended
105 hours. Once an extension of hours is granted, no further extension
106 can be granted unless approved by public hearing. State law
107 references: Authority of city to regulate time of sale of alcoholic beverages, F.S.
108 §§ 562.14(1), 562.45(2).

109
110 **Sec. 6-350 Violations and compliance**

111
112 (A) Penalty for violation. It shall be a violation for any person or entity
113 licensed to operate an alcoholic beverage establishment, or
114 employed by, or acting as an agent of any such establishment, and
115 who sells or causes to be sold any alcoholic beverage, to permit
116 such beverage to be consumed on any property under the control,
117 directly or indirectly, of the licensee, except within the area of the
118 premises which is licensed for such sales and consumption. Any
119 person found to be in violation of this chapter is subject to
120 suspensions, revocations, and other penalties provided for by this
121 Code.

122
Added language is underlined. Deleted language is stricken through.

123 (B) Violation of state law. It is intended that the provisions of this
124 Chapter shall apply solely to those beverages constituting alcoholic
125 beverages under F.S. §561.01 et seq. Every violation of the laws
126 of the state relating to the sale of alcoholic beverages is hereby
127 specifically made a violation of this chapter, with the same force
128 and effect as if the provisions of such laws were fully set forth
129 herein.

130
131 (C) Prohibiting sales during emergency. Whenever, in the opinion and
132 judgment of the City Manager, a public emergency shall be created
133 or exist in the City, causing or tending to cause public disorder,
134 lawbreaking and confusion, the City Manager is hereby authorized
135 and empowered to prohibit, by and through the issuance of his
136 official decree, the sale, serving or consumption of beer, wine,
137 spirituous and other intoxicating liquors and beverages for and
138 during a period of 24 hours or such longer period of time as may be
139 described in such decree, at all commercial establishments and at
140 all other places in the city where such beer, wine and all other
141 alcoholic beverages are licensed to be sold, served or otherwise
142 dispensed. In the issuance of such decree, the City Manager shall
143 have the fact of the issuance and the contents of such decree
144 broadcast by police and by commercial radio stations and
145 otherwise given publicity as quickly and as widely as shall be
146 feasible. It is hereby declared to be illegal for any person operating,
147 employed at or otherwise controlling any of the commercial
148 establishments or other places described in this section to sell,
149 serve or permit the consumption on the premises of beer, wine, and
150 all other alcoholic beverages during the period described in the
151 decree of the City Manager provided for in this section. Each
152 violation of, or noncompliance with, any of the provisions of this
153 Section shall constitute a separate offense, and shall subject every
154 person guilty thereof to the penalty prescribed in this Chapter. State
155 law references: Declaration of emergency, F.S. § 870.043 et seq.

156
157 (D) Employees not to mingle with customers. It shall be unlawful for
158 employees, waitresses, entertainers or hostesses in any place
159 selling alcoholic beverages for consumption on the premises to
160 mingle or fraternize with the customers or patrons of such
161 establishment for the purpose of enticing, encouraging or luring
162 customers to purchase multiple drinks by sitting at the table or other
163 seating area with customers for conversation, touching, sexual
164 innuendo or the promise of sexual favors or attention. **Case law**
165 references: Prohibitions against employees mingling with customers held valid.
166 City of Miami v. Kayfetz, 92 So. 2d 798. Purchase of a female employee's time
167 by a customer or dancing with a female employee in an alcoholic beverage
168 establishment constitutes a violation of prohibition of this section. City of Miami v.
169 Penley, 21 Fla. Supp. 42; aff'd 21 Fla.

Added language is underlined. Deleted language is stricken through.

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(E) Possession of liquor not authorized by license. The possession by a licensee under this Chapter in his place of business of any alcoholic beverage not authorized to be sold under his City license shall be prima facie evidence that such alcoholic beverage is being sold by such licensee. The finding of this violation by a police officer or City inspector may result in the revocation of the Certificate of Use issued in accordance with Section 6-36 of the Code of Ordinances. Presumption of noncompliance. Two or more of the following activities shall constitute a rebuttable presumption that the provisions of this section hereof have been violated:

1. Persons being served beer, wine or alcoholic beverages without full-course meals on three separate occasions during different days within a 30-day time period.

2. Two or more consecutive inspections by the division of hotels and restaurants of the state department of business and professional regulation, the state department of agriculture and consumer services, or the city citing the same or substantially similar critical violations in a one-year period. The term critical shall be interpreted as defined in section 1-201.10(B)(19), Food Code, 2001 Recommendations of the U.S. Public Health Service/Food and Drug Administration, as amended and utilized by state agencies.

3. Four or more non-consecutive inspections by the division of hotels and restaurants of the state department of business and professional regulation, the state department of agriculture and consumer services, or the city citing the same or substantially similar critical violations in a two-year period, that when combined establish a pattern of violations that would lead a reasonable person to believe that the restaurant is operated in disregard to the standards and requirements for the proper and sanitary storage, preparation, processing and/or service of food to the public.

Failure to produce, upon demand of the City code officer or police officer, the records required to be maintained to ascertain whether the operator complies with the required gross sales percentage of food and non-alcoholic beverages.

(F) Inspection of licensed premises. Any place of business selling alcoholic beverages may be inspected by City police officers and code inspectors. Police officers and code inspectors shall ensure

Added language is underlined. Deleted language is stricken through.

215 compliance with the hours of operation for establishments selling
216 alcoholic beverages.

217
218 (G) Drinking on public property. The consumption, holding or carrying
219 of any alcoholic beverage in an open bottle, glass or other drinking
220 container shall be unlawful if conducted outside of an enclosed or
221 walled structure or patio portion of premises licensed under this
222 chapter. It shall be unlawful to carry on such activities while upon
223 any public street, thoroughfare, park, sidewalk or other public place
224 or area regularly devoted to public vehicular or pedestrian use. The
225 service of alcoholic beverages shall be restricted to on-premises
226 consumption by customers within a licensed outdoor cafe.

227
228 (H) Caterers. Notwithstanding any other provision of law to the
229 contrary, a licensee by the Division of Hotels and Restaurants
230 under Chapter 509 shall sell or serve alcoholic beverages only for
231 consumption on the premises of a catered event at which the
232 licensee is also providing prepared food, and shall prominently
233 display its license at any catered event at which the caterer is
234 selling or serving alcoholic beverages. A licensee under this
235 subparagraph shall purchase all alcoholic beverages it sells or
236 serves at a catered event from a vendor licensed under F.S.
237 563.02(1), F.S. 564.02(1), or licensed under F.S. 565.02(1) subject
238 to the limitation imposed in subsection (1), as appropriate. A
239 licensee under this subparagraph may not store any alcoholic
240 beverages to be sold or served at a catered event. Any alcoholic
241 beverages purchased by a licensee under this subparagraph for a
242 catered event that are not used at that event must remain with the
243 customer; provided that if the vendor accepts unopened alcoholic
244 beverages, the licensee may return such alcoholic beverages to the
245 vendor for a credit or reimbursement.

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247 (I) Posting of Property. The licensee of any package store or food
248 store selling alcoholic beverages shall prominently post in English,
249 Spanish and Haitian Creole on the outside of each entrance and on
250 the inside of the main customer exit of each food store selling
251 alcoholic beverage or package store, a sign with contrasting letters
252 at least two (2) inches tall, stating the following:

253
254 1. IT IS UNLAWFUL FOR ANY PERSON TO
255 CONSUME, OR POSSESS, IN AN OPEN CONTAINER, ANY
256 ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET
257 OF ANY PART OF THIS STORE. VIOLATORS ARE SUBJECT TO
258 ARREST AND PROSECUTION.

259

260 2. The licensee of any package store or food store
261 selling alcoholic beverages shall prominently post, on the outside of
262 the display case and coolers containing alcoholic beverages, a sign
263 which is at least eleven (11) inches by seventeen (17) inches in
264 size, which is plainly visible and legible, stating the following: IT IS
265 UNLAWFUL TO POSSESS AN OPEN CONTAINER OF ALCOHOL
266 WHILE DRIVING OR RIDING IN A MOTOR VEHICLE. DRIVING
267 UNDER THE INFLUENCE OF ALCOHOL IS UNLAWFUL.
268 VIOLATORS ARE SUBJECT TO IMMEDIATE ARREST AND
269 IMPOUNDMENT OF THEIR VEHICLE.

270
271 3. *Area of applicability and exceptions.* For the purpose
272 of this section, the area within one hundred (100) feet of any
273 property described in this section shall be the area within a one
274 hundred-foot radius of any part of such property, but shall not
275 include any property lawfully used for a private residence or any
276 area where possession or consumption of alcoholic beverages is
277 specifically prohibited or permitted by State law or by any license or
278 permit issued pursuant thereto. Nor shall this provision apply to any
279 alcoholic beverage served by a religious organization, community
280 center, senior citizens' center, day care center, funeral home, or
281 school and consumed on its premises as part of a religious service,
282 community meal, or event sponsored by that organization.

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285 Section 3: AMENDMENT: Sec. 34-146 of the City's Land

286 Development Regulations is amended as follows:

287 Hours and days of sale and consumption of alcohol shall be
288 administered ~~as set forth in this chapter.~~ in accordance with
289 Chapter 6, Article X of the Code of Ordinances. An administrative
290 variance may be granted to allow the extension of said hours of
291 operation up to two additional hours in accordance with section 34-
292 50.

293
294 Section 4: AMENDMENT: Sec. 34-50 (17) of the City's Land

295 Development Regulations is amended as follows:

296 (17) Variances to extend hours of operation up to two additional hours
297 for alcoholic beverage establishments, as set forth in section ~~34-~~
298 146 6-349(D) of the Code of Ordinances, or for other
299 establishments of which the City may have regulations governing
300 hours of operations.
301

Added language is underlined. Deleted language is stricken through.

302
303 Section 5. CONFLICT: All ordinances or Code provisions in conflict
304 herewith are hereby repealed.

305 Section 6. SEVERABILITY: If any section, subsection, sentence,
306 clause, phrase or portion of this Ordinance is for any reason held invalid or
307 unconstitutional by any court of competent jurisdiction, such portion shall be
308 deemed a separate, distinct and independent provision and such holding shall
309 not affect the validity of the remaining portions of this Ordinance.

310 Section 7. INCLUSION IN CODE: It is the intention of the City
311 Council of the City of Miami Gardens that the provisions of this Ordinance shall
312 become and be made a part of the Code of Ordinances of the City of Miami
313 Gardens and that the section of this Ordinance may be renumbered or relettered
314 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
315 such other appropriate word or phrase, the use of which shall accomplish the
316 intentions herein expressed.

317 Section 8. EFFECTIVE DATE: This Ordinance shall become effective
318 immediately upon its final passage.

319 PASSED ON FIRST READING ON THE ____ DAY OF _____,
320 2011.

321 PASSED ON SECOND READING ON THE ____ DAY OF _____,
322 2011.

323 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
324 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
325 _____, 2011.

Added language is underlined. Deleted language is stricken through.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

Second by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	January 26, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
						x	
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				x			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
Sponsor Name	Councilman Oliver G. Gilbert, III		Department:	Mayor and Council			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX OF THE CODE OF ORDINANCES TO ADD DIVISION 6, TO IMPLEMENT A CITY OF MIAMI GARDENS MINORITY BUSINESS ENTERPRISE ORDINANCE; ESTABLISHING A POLICY; PROVIDING FOR CERTIFICATION; PROVIDING FOR OUTREACH; PROVIDING FOR OBJECTIVES AND GOALS; PROVIDING FOR REQUIREMENTS; PROVIDING FOR WAIVERS AND EXCEPTIONS; PROVIDING FOR REPORTING REQUESTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City Council has always expressed the desire to encourage the participation of minority owned businesses in the City of Miami Gardens procurement process. However, federal law prohibits the City from implementing a MBE program without first demonstrating that MBEs have been disparately impacted in the bidding process. Councilman Oliver Gilbert, III proposes the attached Minority Business Enterprise (“MBE”) Ordinance for the City of Miami Gardens.

**ITEM I-1) ORDINANCE
SECOND READING/PUBLIC HEARING
Minority Business Enterprise Ordinance**

The regulatory provisions of the proposed Ordinance will not become effective unless and until, it has been demonstrated that MBEs are being disparately impacted in the City's procurement process, and the impact is demonstrated by empirical evidence. However, there are some provisions that will be effective immediately upon adoption, including the record keeping provisions which require the use of a data collection form for all invitations to bid, request for proposals, request for qualifications, or quotes greater than Ten Thousand Dollars (\$10,000.00) in accordance with a Diversity in Contracting Initiative ("DCI"). The City Manager will also be required to report finding to the City Council on a semi-annual basis delineating the utilization rates of MBEs compared to availability based on procurements and total dollars awarded. This will allow the City to determine whether MBEs are disparately impacted in the award of City contracts.

In the event, upon providing the requisite report to the City Council, the City Council determines that MBEs are being disparately impacted in the City's procurement process, the goals and objectives and other regulatory requirements of the ordinance will become effective and the City will have a framework within which to cure any such disparate impact.

Proposed Action:

That the City Council approve the attached Ordinance

Attachment:

None

ORDINANCE NO. 2010 _____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AMENDING ARTICLE IX OF THE CODE OF
5 ORDINANCES TO ADD DIVISION 6, TO IMPLEMENT A CITY OF MIAMI
6 GARDENS MINORITY BUSINESS ENTERPRISE ORDINANCE;
7 ESTABLISHING A POLICY; PROVIDING FOR CERTIFICATION;
8 PROVIDING FOR OUTREACH; PROVIDING FOR OBJECTIVES AND
9 GOALS; PROVIDING FOR REQUIREMENTS; PROVIDING FOR
10 WAIVERS AND EXCEPTIONS; PROVIDING FOR REPORTING
11 REQUESTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS;
12 REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A
13 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE;
14 PROVIDING AN EFFECTIVE DATE.

15
16 WHEREAS, the City of Miami Gardens would like to encourage the
17 participation of minority-owned businesses in the City of Miami Gardens
18 procurement process, and

19 WHEREAS, the City has established a local business program which has
20 benefited local businesses within the City, and

21 WHEREAS, the law does not permit the City to establish a Minority
22 Business Enterprise (MBE) program unless the City undertakes the appropriate
23 studies and has the empirical evidence to support the need for such a program,
24 and

25 WHEREAS, the law requires the City to determine whether or not qualified
26 MBEs are being disparately impacted in the award of City contracts, prior to
27 establishing a program, and

28 WHEREAS, Councilman Oliver Gilbert, III is recommending that the City
29 Council approve a program whereby City will begin to collect the relevant data to
30 determine whether in fact MBEs that are eligible and qualified to perform services

1 on behalf of the City, are being given the opportunity to provide those services,
2 and

3 WHEREAS, in the event the data shows that qualified MBEs are being
4 disparately impacted, the City can take steps to address it, and

5 WHEREAS, Councilman Gilbert is also recommending that a Diversity in
6 Contracting Initiative (“DCI”) be established in the City commencing with the
7 adoption of this Ordinance, and

8 WHEREAS, in accordance with the DCI, all invitations to bid, request for
9 proposals, request for qualification, or quotes greater than Ten Thousand Dollars
10 (\$10,000) for any City service will, require the use of a DMI Data Collection Form,
11 and

12 WHEREAS, the City Manager will be required to implement a process to
13 collect, track and report this information to the City Council on a semi-annual
14 basis, and

15 WHEREAS, if it is determined that qualified MBEs have been disparately
16 impacted, the provisions of the Ordinance related to remedying any disparate
17 impact, will become effective,

18 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
19 THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

20 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing
21 Whereas paragraphs are hereby ratified and confirmed as being true, and the same
22 are hereby made a specific part of this Ordinance.

1 Section 2. The City Council of the City of Miami Gardens hereby amends
2 Article IX of the Code of Ordinance to add Division 6 as follows:

3

4 **DIVISION 6. MINORITY BUSINESS ENTERPRISE**

5

6 **Section 2-819. Title.**

7

8 This Division shall be known and may be cited as the "City of
9 Miami Gardens Minority Business Enterprises (MBE) Ordinance."
10 The program shall be known as the City of Miami Gardens Minority
11 Business Enterprise ("MBE") program.

12

13 **1. Purpose; declaration of policy.**

14

15 The MBE program is intended to eliminate any disparate
16 impact to qualified MBEs with respect to eligible contracts. The
17 Local Preference in Bidding program described in Section 2-758 of
18 the Code is race neutral. If there is a strong basis in evidence
19 sufficient to meet the requirements of applicable law, establishing
20 that qualified MBEs have been disparately impacted in contracting
21 and procurement, notwithstanding the Local Preference in Bidding
22 Program, then the city shall implement a narrowly tailored MBE
23 program to address the disparate impact both with respect to the
24 type of contract or procurement in which the disparate impact has
25 been demonstrated, and the race or ethnicity of those subject to the
26 disparate impact.

27

28 Upon a showing of such disparate impact, founded upon a
29 strong basis in evidence, the city has a compelling interest in
30 implementing race conscious initiatives to eliminate that specific
31 disparate impact relating to city contracting and procurement.

32

33 **2. Applicability.**

34

35 The requirement for the provision of reports to city council,
36 pursuant to Sections 14 and 15 respectively shall apply
37 immediately upon this Division becoming effective. However, the
38 balance of the MBE Program shall only be operative if it is shown
39 that qualified MBEs are being disparately impacted in city
40 contracting and procurement and is shown to exist pursuant to a
41 substantial basis in evidence. In such event, implementation of the
42 MBE program shall be narrowly tailored to the specific area of

1 contracting or procurement and the race and ethnicity of those
2 subject to the disparate impact.

3
4 The determination that disparate impact in city procurement
5 or contracting exists shall be made by the city council based on the
6 data gathered and analyzed by the city manager and any
7 necessary outside consultant(s). Any finding of disparate impact
8 must have a basis in evidence and meet all the other requirements
9 of applicable law as necessary to implement narrowly tailored race
10 based remedies. It also must specifically identify the type of
11 contract or procurement subject to the disparate impact and the
12 nature of the impact in terms of the race or ethnicity of those
13 subject to such disparate impact.

14
15 Upon such findings, the balance of the MBE program shall
16 become effective, including the MBE participation goals, which shall
17 become applicable as provided in this Ordinance for those
18 identified areas of procurement and contracting shown to evidence
19 such disparate impact in favor of those specifically shown to have
20 been impacted.

21
22 The recommendation of the narrowly tailored remedies for the
23 specific disparate impact found shall be made by the city manager
24 to the city council within forty-five (45) days of the semi-annual
25 report wherein the disparate impact was identified. That
26 recommendation shall specify the area of contracting and
27 procurement found to have a basis in evidence of disparate impact
28 as well as the group or groups who are subjected to such disparate
29 impact. The city council shall hold a public hearing or hearings,
30 within thirty (30) days of the city manager's recommendation, as
31 shall be necessary for it to confirm the basis in evidence of such
32 findings and to insure that the remedies recommended are
33 sufficiently narrowly tailored. Thereafter, the city manager shall
34 implement the program within sixty (60) days of city council's
35 confirmation of the evidence and approval of the goals.

36
37 **3. Certification.**

38
39 (a) Any Black, Hispanic, Asian or Native American
40 business enterprise, operating as such on a continuous basis for at
41 least one (1) year, prior to attempting Miami Gardens certification,
42 that has been certified as a MBE by any qualified government entity
43 in Miami Dade County, Broward County, Palm Beach County, or
44 the State of Florida wishing to qualify to participate in projects as a
45 MBE under this Ordinance, will be deemed certified upon submittal
46 of proof of prior certification.

1
2 **4. Outreach.**
3

4 Upon an appropriate finding of disparate impact on the basis of
5 race or ethnicity for identified areas of contracting and procurement,
6 the following outreach efforts shall be conducted in favor of the
7 groups disparately impacted in order to achieve the purposes and
8 policies of this Ordinance with respect to the specific area and type
9 of procurement subject to the disparate impact:
10

11 (a) *Eligible contracts for construction or construction*
12 *related projects.* For all eligible contracts for construction or
13 construction related projects that have been found to evidence
14 disparate impact as provided herein, the user or soliciting
15 department will send electronic notification in accordance with
16 approved methods to all city certified MBEs who are members of
17 the group subject to such disparate impact and that perform the
18 type of work to be contracted in sufficient time to allow said MBEs
19 to participate effectively. The notice shall solicit said MBEs interest
20 in working on the project and shall advise such MBEs:
21

- 22 1. Of the specific work the city intends to contract;
23
24 2. That their interest in the project is being
25 solicited; and
26 3. How to obtain request for proposals or
27 invitations to bid or information or specifications on the proposed
28 contract.
29

30 (b) *Eligible contracts for goods and non-professional*
31 *services.* For all eligible contracts pertaining to the procurement of
32 goods and non-professional services that have been found to
33 evidence a disparate impact as provided herein, the procurement
34 manager, or the soliciting department, will notify the city manager
35 and notify all city certified MBEs who are members of the group
36 subject to such disparate impact and are available to provide all
37 such goods or services. The notification shall advise such MBEs:
38

- 39 1. Of the specific work the city intends to contract;
40
41 2. That their interest in the project is being
42 solicited; and
43
44 3. How to obtain request for proposals or
45 invitations to bid or information or specifications on the proposed
46 contract.

1
2 (c) *Eligible contracts for professional services.* For
3 eligible contracts for the procurement of professional services
4 where MBEs have been disparately impacted as provided herein,
5 the soliciting department will make good faith efforts to promptly
6 identify and notify all city certified MBEs who are members of the
7 group who have been disparately impacted and are available to
8 provide all such goods or services. The notification shall advise
9 MBEs:

- 10
11 1. Of the specific work the city intends to contract;
12
13 2. That their interest in the project is being
14 solicited; and
15
16 3. How to obtain request for proposals or
17 invitations to bid or information or specifications on the proposed
18 contract.

19
20 (d) The City Manager shall ensure that all vendors who
21 have been previously qualified to perform work on behalf of the
22 City, who meet the requirements as an MBE, are notified whenever
23 an eligible contract for construction, goods or professional services
24 is available.

25
26 (e) The city manager shall provide semi-annual reports to
27 the city council with respect to the outreach efforts described above
28 and the annual goals, project goals and bid preference contracts.

29
30 **5. Objectives and goals.**

31
32 (a) *Objective.* The objective of this Ordinance is to
33 eliminate disparate impact in order to ensure equal business
34 opportunity and retain diverse workforce opportunities in city
35 contracting and procurement. Upon an appropriate finding of
36 disparate impact against specified groups for identified areas of
37 contracting and procurement as provided for herein, the city
38 manager shall make recommendations to city council to approve
39 annual goals for the utilization of such specified groups in order to
40 eliminate such disparate impact. Goals shall be set for the specific
41 areas and type of procurement subject to disparate impact. Such
42 goals will determine the baseline for assessing the success of the
43 programs used to eliminate such disparate impact. The primary
44 method or measurement to assess the success of these efforts will
45 be the Diversity in Contracting Initiative ("DCI").

1
2 (b) *Annual MBE goals for city contracting and*
3 *procurement.* Annual goals shall be set in each area or type of
4 procurement where MBEs have been disparately impacted for
5 appropriate utilization rates of the certified MBE providers who were
6 disparately impacted for the various categories of the city
7 contracting and procurement. Such annual goals are estimates only
8 and shall be based upon the findings contained within the annual
9 program performance reports. The project goals are the standards
10 by which compliance will be measured. The city manager shall
11 identify the availability of certified MBE contractors and
12 subcontractors and suppliers ("available MBEs") with respect to city
13 procurement of construction, construction-related services, goods,
14 non-professional services and/or professional services shown to
15 have been disparate impacted and project goals shall be based on
16 the availability of certified MBEs ("available MBEs") to perform the
17 anticipated scopes of the contract that can be subcontracted. The
18 city manager shall advise all bidders and responders of such
19 information in a readily accessible form.
20

21 **6. Setting project goals.**
22

23 (a) *Project goals.* Upon the finding of disparate impact
24 based on race or ethnicity with respect to city contracting or
25 procurement and the adoption of annual goals, specific goals shall
26 be set on a project-by-project basis in an effort to eliminate such
27 disparate impact. Goals shall be set for eligible contracts in each
28 area of contracting or type of procurement found to have been
29 subject to disparate impact. The goals may be set for each race, or
30 ethnic group disparately impacted on the basis of their availability.
31

32 (b) *Goal setting committees.* The goal setting committee
33 shall be comprised of the city manager, procurement manager or
34 user department, outside consultant, if any, and the city attorney or
35 their designees ("goal setting committee").
36

37 (c) *Construction project goals.* The respective goal
38 setting committee shall determine appropriate rates of anticipated
39 MBE participation based on the proportionate availability of the
40 group disparately impacted for each type of bid construction project
41 found to have been subject to disparate impact.
42

43 (d) *Construction-related projects.* To the extent permitted
44 by law, the respective goal setting committee shall determine
45 appropriate rates of MBE participation based on the proportionate
46 availability of the group disparately impacted for each type of

1 construction-related area found to have been subject to disparate
2 impact.

3
4 (e) *Goods*. The goal setting committee shall determine
5 appropriate rates of MBE participation based on the proportionate
6 availability of the group that has been disparately impacted against
7 for the procurement of goods

8
9 (f) *Non-professional services projects*. The respective
10 goal setting committee shall determine appropriate rates of MBE
11 participation for each type of non-professional services project
12 where MBEs have been disparately impacted.

13
14 (g) *Professional services projects*. To the extent allowed
15 by applicable law, the respective goal setting committee shall
16 establish appropriate rates of MBE participation based upon the
17 proportionate availability of the group disparately impacted for the
18 type of professional service projects found to have been disparately
19 impacted.

20
21 **Section 7. Bid preference for eligible contracts.**

22
23 (a) Each type of eligible contracts for construction,
24 construction-related services, goods, and professional and non-
25 professional services found to have been disparately impacted may
26 grant bid preferences of five (5) percent or twenty thousand dollars
27 (\$20,000.00), whichever is less, on construction projects to MBEs
28 who were the subject of such disparate impact. Once all bids are
29 received pursuant to this subsection, the bids of each such certified
30 MBE will be reduced by a dollar amount of five (5) percent or
31 twenty thousand dollars (\$20,000.00), whichever is less, for the
32 purposes of establishing the apparent low bidder. Then, the low
33 responsible, responsive bidder will be awarded the contract at the
34 bid amount submitted; or

35
36 (b) Each type of eligible contract for construction-related
37 professional services or professional services may include a rating
38 preference, on professional services projects to be put out for a
39 request for proposal or request for quotes of an estimated amount
40 of one hundred thousand dollars (\$100,000.00) or more, to MBEs
41 or firms utilizing MBEs, which were disparately impacted. Said
42 rating preference will be one (1) to five (5) additional/bonus points,
43 based on the level of MBE participation in the bid and how such
44 level meets the MBE program goals, on a ninety-five (95) point
45 scale used when evaluating and rating bids for professional
46 services.

1
2 (c) In the event that a certified MBE also qualifies for the City
3 of Miami Gardens local vendor preference the vendor must indicate
4 which preference will be applied to the bid. MBEs will not be
5 allowed to apply for both preferences.
6

7 **Section 8. General information requirements.**
8

9 Upon the appropriate finding of disparate impact on the
10 basis of race or ethnicity with respect to specific contract or
11 procurement activities of the city, the following information must be
12 provided with respect to each such contract or procurement activity
13 for each racial or ethnic group subject to such disparate impact:
14

15 (a) At the time of bid submittal, all bidders on such an
16 eligible contract shall submit, as part of their bid documents,
17 information and documentation adequate to evidence their efforts,
18 at that point in time to obtain participation of the racial or ethnic
19 group disparately impacted, to meet the project goal. Such
20 documentation shall include, but need not limited to, the following:
21

22 1. Schedule of all such MBE subcontractors
23 solicited;

24 2. Schedule of all such MBE subcontractors,
25 suppliers or joint venturers anticipated to participate therein,
26 including the dollar amounts and scopes of work of such
27 participation;
28

29 3. Any letters of intent in existence as of submittal
30 from all such participating MBE subcontractors; and
31

32 4. An affidavit declaring the bidder's intention to
33 fully comply with the provisions of this Ordinance and all city
34 procedures established pursuant hereto.
35

36 (b) Prior to award of the bid, any changes to the
37 participation of such a MBE in a bidder's bid, must be provided in
38 writing to the user department and the city manager and approved
39 in writing by the procurement manager and the city manager.
40

41 (c) After bid award, the winning bidder shall provide a
42 complete summary of all deviations in actual use of subcontractors
43 and suppliers including actual payments, on or before thirty (30)
44 days after completion of the contract or procurement.
45
46

1 (d) A bidder's failure to submit any information required
2 by this Ordinance or by the city's MBE program procedures may
3 render the bid non-responsive.
4

5 **Section 9. Prohibition on brokering services.**
6

7 It is prohibited hereunder to use a MBE provider, contractor or
8 subcontractor as a broker of services, rather than an actual
9 provider thereof. Accordingly, to qualify as a MBE award the
10 following shall apply:
11

12 (a) MBEs are required to perform a commercially useful
13 function on contracts let or made pursuant to this Ordinance.
14

15 (b) Only expenditures to or contracts with MBEs that
16 perform a commercially useful function in the work of a contract
17 may be counted towards the MBE utilization. A MBE is considered
18 to perform a commercially useful function when it is responsible for
19 execution of a distinct element of the work of a contract and
20 carrying out its responsibilities by actually performing, managing
21 and/or supervising the work involved. To determine whether a MBE
22 is performing a commercially useful function, the city will evaluate
23 all relevant factors such as, for example, the amount of work
24 subcontracted and industry practices.
25

26 (c) Consistent with normal industry practice, a MBE may
27 enter into subcontracts. If a MBE subcontracts fifty (50) percent or
28 more of the work of a contract, the MBE shall be presumed not to
29 be performing a commercially useful function. The MBE may
30 present evidence to rebut this presumption to the city, with any
31 decision in that regard being based upon normal industry
32 standards.
33

34 **Section 10. Goal achievement.**
35

36 (a) All contractors, subcontractors and suppliers are
37 subject to the reporting requirements applicable to eligible contracts
38 as set forth herein. All MBE participation goals are intended as an
39 indication of contract and procurement awards reflective of
40 reasonable utilization of competent, available MBE certified
41 providers. In the event a disparate impact is specifically identified
42 and established in a manner required by applicable law, the
43 participation goals are mandatory and must be met, unless there is
44 a showing that the goals could not be met notwithstanding good
45 faith effort to do so. The city manager shall hear, review and
46 evaluate the evidence and argument that good faith effort has been

1 made pursuant to the requirements contained herein. Any appeal of
2 the city manager's finding shall be to the city council. The city
3 council's decision shall be final.
4

5 (b) All parties seeking city contracts or procurement are
6 responsible for achieving established participation goals in order to
7 remedy disparate impact to MBEs, in a manner required by
8 applicable law. It shall also be the responsibility of such parties to
9 maintain said goals for the duration of any project.
10

11 (c) If the prime contractor or bidder on a construction
12 project is subject to MBE participation goals, it may count its own
13 participation towards the goal, provided it is a certified MBE.
14 However, such contractor or bidder shall not be exempt from good
15 faith efforts and the requirement to meet the participation goals for
16 all other applicable MBE classifications.
17

18 **Section 11. Good faith efforts.**
19

20 Any bidder, submitting a bid on eligible contracts, which does not
21 meet any mandatory participation project goals established by this
22 Division to remedy specifically identified disparate impact
23 established in a manner required by applicable law, must provide in
24 its bid, documentation of its good faith efforts to achieve said goals.
25 The ability or desire of a bidder or contractor to perform the work of
26 a contract with its own organization does not remove the
27 requirement to make good faith efforts to meet the goals. Evidence
28 of good faith efforts will include, but not be limited to, the following:
29

30 (a) Attendance at pre-bid conference, if held;
31

32 (b) Soliciting through reasonable and available means
33 the interest of MBEs that have the capability to perform the work of
34 the contract. The bidder or contractor must solicit this interest within
35 sufficient time to allow the MBEs to respond. The bidder or
36 contractor must take appropriate steps to follow up initial
37 solicitations with interested MBEs.
38

39 (c) Providing interested MBEs with adequate information
40 about the plans, specifications, and requirements of the contract,
41 including addenda, in a timely manner to assist them in responding
42 to the solicitation.
43

44 (d) Negotiating in good faith with interested MBEs that
45 have submitted bids. Documentation of negotiation must include
46 the names, addresses, and telephone numbers of MBEs that were

1 solicited; the date of each such solicitation; a description of the
2 information provided regarding the plans and specifications for the
3 work selected for subcontracting; and evidence as to why
4 agreements could not be reached with MBEs to perform the work.
5 That there may be some additional costs involved in soliciting and
6 using MBEs is not a sufficient reason for a contractor's failure to
7 meet the goals, as long as such costs are reasonable.
8

9 (e) Not rejecting MBEs as being unqualified without
10 sound reasons based on a thorough investigation of their
11 capabilities. The MBEs standing within its industry, membership in
12 specific groups, organizations, or associations and political or social
13 affiliations are not legitimate causes for rejecting or not soliciting
14 bids to meet the goals.
15

16 (f) Making a portion of the work available to MBE
17 subcontractors and suppliers and to select those portions of the
18 work or material consistent with the available MBE subcontractors
19 and suppliers, to facilitate meeting the goals.
20

21 (g) Making good faith efforts, despite the ability or desire
22 of a bidder or contractor to perform the work of a contract with its
23 own organization. A bidder or contractor who desires to self-
24 perform the work of a contract must demonstrate good faith efforts
25 unless the goal has been met.
26

27 (h) Selecting portions of the work to be performed by
28 MBEs in order to increase the likelihood that the goals will be met.
29 This includes, where appropriate, breaking out contract work items
30 into economically feasible units to facilitate MBE participation, even
31 when the bidder or contractor might otherwise prefer to perform
32 these work items with its own forces.
33

34 (i) Making efforts to assist interested MBEs in obtaining
35 bonding, lines of credit, or insurance as required by the city or
36 contractor, where applicable.
37

38 (j) So long as the bidder provides the potential MBEs
39 with sufficient advance notice of its deadline for accepting bids, the
40 refusal to use a MBE contractor or provider who does not meet
41 such deadline shall not be a basis for refusing to find a good faith
42 effort has been made.
43

44 Bidders or contractors are not required to accept higher quotes in
45 order to meet the goal. In determining whether a bidder or
46 contractor has made good faith efforts, the performance of other

1 bidders or contractors in meeting the contract project goal may be
2 considered.

3
4 The determination of whether a bidder has made good faith effort
5 will be made by the city manager prior to the award of the project in
6 compliance with the terms hereof. Any appeal of the manager's
7 finding shall be to the city council. The City Council's decision shall
8 be final.

9
10 **Section 12. Post-award contract compliance.**

11
12 With respect to all participation goals set to eliminate disparate
13 impact to MBEs, established in a manner required by applicable
14 law, all awardees shall provide the city manager a written report
15 and verification of the utilization and solicitation of all
16 subcontractors sufficient for the city manager to ascertain and
17 confirm the amount of utilization of such MBEs subject to the
18 disparate impact, both in awards and dollar value actually paid. All
19 contractors shall provide the city manager a written report and
20 verification of all dollars paid to all subcontractors, including the
21 following:

22
23 (a) The contractor shall submit monthly reports in such
24 form, manner and time as required by the city manager
25 summarizing the ongoing participation of all subcontractors in the
26 project.

27
28 (b) A payment schedule in the form of a signed statement
29 must be submitted by the contractor or awardee with the monthly
30 pay request denoting the amount paid to all subcontractors as
31 providers.

32
33 (c) The contractor shall bring to the attention of the user
34 department and the procurement division any situations in which
35 regularly scheduled payments are not made to any subcontractors.

36
37 (d) At the completion of performance on the construction
38 project, the contractor shall submit a final schedule by affidavit of all
39 participating subcontractors to the user department and the
40 procurement department. This document will be an affidavit
41 denoting final contract amount and payments made to all
42 subcontractors.

43

Section 13. Exceptions and waivers.

(a) Participation goals shall not apply to:

- 1) Projects that are not subject to a bid process, in accordance with the City's Purchasing Ordinance;
- 2) In instances where federal and or state law mandate that it cannot apply; or
- 3) To state or federal contracts where such goals are not permitted.

(b) The city manager may waive compliance with mandatory goals when the bidder demonstrates he/she has made reasonable good faith efforts to meet such goals. In order to waive such compliance, the city manager shall make a finding that the bidder has satisfied its obligation to make good faith efforts at meeting mandatory goals under the following circumstances:

1. Whenever the bidder has obtained the list of available MBE's from the city manager and provides proof of his/her efforts to contact such available MBE's; or

2. An insufficient number of available MBEs submitted a proposal or bid to participate in the project that was either responsive to the request or reasonable in terms of comparable dollar amounts for such work or goods in the Miami Gardens area, and those that did were selected for participation.

Section 14. Diversity in Contracting Initiative

The City Manager shall initiate a city wide process to collect data relevant to determining whether MBEs are being disparately impacted in the award of city procurement contracts. All invitations to bid, requests for proposes, requests for qualifications, and all quotes greater than Ten Thousand Dollars (\$10,000) for any city service shall require the use of a Diversity in Contracting Initiative form for the purpose of collecting and tracking data so that this information can be reported to the city council.

Section 15. Reports to council.

The city manager shall prepare semi-annual reports to city council delineating the utilization rates of MBEs compared to availability on the basis of procurements and total dollars awarded. When applicable, the reports shall measure goal achievement, compliance, good faith efforts, and exceptions and waivers. The

1 goals contained within the reports shall also be submitted to city
2 council.
3

4 Section 3. CONFLICT: All ordinances or Code provisions in conflict
5 herewith are hereby repealed.

6 Section 4. SEVERABILITY: If any section, subsection, sentence,
7 clause, phrase or portion of this Ordinance is for any reason held invalid or
8 unconstitutional by any court of competent jurisdiction, such portion shall be
9 deemed a separate, distinct and independent provision and such holding shall
10 not affect the validity of the remaining portions of this Ordinance.

11 Section 5. INCLUSION IN CODE: It is the intention of the City
12 Council of the City of Miami Gardens that the provisions of this Ordinance shall
13 become and be made a part of the Code of Ordinances of the City of Miami
14 Gardens and that the section of this Ordinance may be renumbered or relettered
15 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
16 such other appropriate word or phrase, the use of which shall accomplish the
17 intentions herein expressed.

18 Section 6. EFFECTIVE DATE: This Ordinance shall become effective
19 immediately upon its final passage.

20 PASSED ON FIRST READING ON THE 12th DAY OF JANUARY, 2011.

21 PASSED ON SECOND READING ON THE ____ DAY OF _____,
22 2011.

23

1 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
2 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
3 _____, 2010.

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7 SHIRLEY GIBSON, MAYOR
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11 **ATTEST:**
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14 _____
15 RONETTA TAYLOR, MMC, CITY CLERK
16

17 Prepared by SONJA KNIGHTON DICKENS, ESQ.
18 City Attorney
19

20 SPONSORED BY: COUNCILMAN OLIVER GILBERT, III
21

22
23 Moved by: _____
24 Second by: _____
25

26 **VOTE:** _____
27

28 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
29 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
30 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
31 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
32 Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
33 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
34 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	January 26, 2011		Item Type:	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:		1st Reading		2nd Reading
		X	Public Hearing:		Yes	No	Yes No
Funding Source:	N/A		Advertising Requirement:		Yes		No X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		N/A		
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy:		
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		N/A		
Sponsor Name	Mayor Shirley Gibson		Department:		Mayor/Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING PREVENTIVE MEASURES TO FIGHT OBESITY AS SET FORTH BY MICHELLE OBAMA, THE FIRST LADY OF THE UNITED STATES OF AMERICA IN THE *LET'S MOVE!* CAMPAIGN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children are overweight or obese. One-third of all children born in 2000 or later will suffer from diabetes at some point in their lives; many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer, and asthma. Last year, the First Lady called on mayors and elected officials across the country to join her Let's Move! Campaign. Let's Move Cities and Towns engages leaders to solve the problem of childhood obesity within a generation; emphasizes the unique ability of communities to solve the challenge locally, with the critical leadership mayors and elected official can provide to bring communities together and spur action.

**ITEM K-1) CONSENT AGENDA
RESOLUTION
Let's Move! Campaign**

This initiative recognizes that every city is different, and every town will require a distinct approach to the issue. Let's Move is designed to encourage mayors and elected officials to adopt a long-term, sustainable, and holistic approach to fight child obesity. Impact can be made by helping parents make healthy family choices, improving the health of schools thru promoting healthier foods in schools, increasing physical activity opportunities, and making healthy food affordable and accessible.

Proposed Action:

Mayor Shirley Gibson is requesting that City Council support First Lady Michelle Obama's Let's Move campaign, in an attempt to reverse childhood obesity within a generation in the best interest of the health, welfare, and future of residents of the City and other communities.

Attachment:

None attached.

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA SUPPORTING PREVENTIVE MEASURES TO
5 FIGHT OBESITY AS SET FORTH BY MICHELLE OBAMA, THE FIRST
6 LADY OF THE UNITED STATES OF AMERICA IN THE *LET'S MOVE!*
7 CAMPAIGN; PROVIDING FOR THE ADOPTION OF
8 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
9

10 WHEREAS, the City of Miami Gardens supports policies that focus on health and
11 wellness, continuing education, and healthier lifestyles in all communities, and

12 WHEREAS, many cities, counties, and schools have adopted policies, programs,
13 and ordinances that promote healthy lifestyles by making their communities walkable,
14 promoting youth and senior activities, eliminating the sale of junk food in city, county, or
15 school facilities, providing incentives for stores that sell fresh produce to locate in
16 depressed neighborhoods, and providing exercise opportunities for their residents, and

17 WHEREAS, city officials believe there are important, long-term community
18 benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate
19 of childhood obesity and its negative health-related impacts, and

20 WHEREAS, cities and other community partners can work together to
21 understand the relationship between obesity, land use policies, redevelopment, and
22 community planning, and

23 WHEREAS, cities and other community partners can work together to ensure
24 that there are safe places for their residents to be active such as in parks, ball fields,
25 pools, gyms, and recreation centers, and

26 WHEREAS, access to healthy foods has a direct impact on the overall health of
27 our community and planning for fresh food, open space, sidewalks, and parks should be
28 a priority, and

29 WHEREAS, the Florida League of Mayors has partnered with the Healthy Eating
30 Active Living (HEAL) Cities Campaign to provide training and technical assistance to
31 help city officials adopt policies that improve their communities' physical activity and
32 retail food environments, and

33 WHEREAS, the Florida League of Mayors support the *Let's Move!* Campaign
34 headed by Michelle Obama, the First Lady of the United States, the President's Task
35 Force on Childhood Obesity and Secretary of Health and Human Services' in an effort
36 to solve the challenge of childhood obesity within a generation,

37 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
38 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

39 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
40 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
41 made a specific part of this Resolution.

42 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
43 hereby supports preventive measures to fight obesity as set forth by Michelle Obama,
44 the First Lady of the United States of America in the *Let's Move!* Campaign.

45 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
46 upon its final passage.

47 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
48 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

56 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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63 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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66 SPONSORED BY: MAYOR SHIRLEY GIBSON

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68 Moved by: _____

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70 **VOTE:** _____

71

72 Mayor Shirley Gibson _____ (Yes) _____ (No)

73 Vice Mayor Aaron Campbell _____ (Yes) _____ (No)

74 Councilwoman Lisa Davis _____ (Yes) _____ (No)

75 Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

76 Councilwoman Sharon Pritchett _____ (Yes) _____ (No)

77 Councilwoman Felicia Robinson _____ (Yes) _____ (No)

78 Councilman Andre' Williams _____ (Yes) _____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	January 26, 2001		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	General Fund - City Hall Facilities		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> NA			
		X	Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	City Manager Danny Crew		Department:	City Manager's Office			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN EIGHTH AMENDMENT TO THE LEASE AGREEMENT WITH BRI 1814 GGOP, LLC FOR THE LEASE OF CITY HALL OFFICE SPACE AT GOLDEN GLADES OFFICE PARK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Since March 2004, the City has leased space at the Golden Glades Office Park to serve as the site for City Hall. The City currently leases 35,661 square feet, throughout four buildings, with the projection of spending approximately \$635,500 for the Lease in Fiscal Year 2011.

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Amendment to the City Hall Lease Agreement**

Current Situation

Our Lease Agreement will expire in March 2012. Golden Glades Office Park has received interest from another government entity who wishes to lease approximately 25,000 square feet of office space in June 2012. Due to the nature of the City's relationship with Golden Glades Office Park, the City has been afforded the first right of refusal. The landlord is requesting that the City extend/secure the Lease Agreement for future use of existing office space.

There is a need to extend the Lease Agreement beyond March 2012, as Golden Glades Office Park will remain the site of City Hall until construction of the new City Hall facility on NW 27 Avenue is complete.

The landlord has proposed an Eighth Amendment to the Lease Agreement to extend the terms of the Lease to September 30, 2014. However we will have the right to terminate by September 30, 2013 with six months prior written notice to Landlord.

The lease rates will remain subject to annual escalations (equivalent to cost of living rates) and expense reimbursements, as forth in the Sixth Amendment of this Lease Agreement, which was executed in July 2008. The City will also continue to reimburse the Landlord for electricity usage.

Proposed Action:

It is recommended that City Council authorize the City Manager to execute that certain Eighth Amendment to the Lease Agreement with BRI 1814 GGOP, LLC for the lease of 35,661 square feet of office space at Golden Glades Office Park.

Attachment:

Attachment A – Eighth Amendment to Lease Agreement

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY
5 CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN
6 EIGHTH AMENDMENT TO THE LEASE AGREEMENT WITH BRI 1814
7 GGOP, LLC FOR THE LEASE OF CITY HALL OFFICE SPACE AT
8 GOLDEN GLADES OFFICE PARK; PROVIDING FOR INSTRUCTIONS
9 TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Miami Gardens has leased space at the Golden Glades
13 Office Park since 2004, and

14 WHEREAS, the City is currently leasing 35,661 square feet throughout four (4)
15 buildings, and expects to spend Six Hundred Thirty-Five Thousand Five Hundred
16 Dollars (\$635,500.00) for the fiscal year 2011 lease agreement, and

17 WHEREAS, the City's current lease agreement will expire in March 2012, and
18 property management has received interest from another governmental entity wishing to
19 lease approximately 25,000 sq. ft. of office space in June 2012, and

20 WHEREAS, the City was afforded the right of first refusal and in exchange the
21 landlord is requesting that the City extend its current lease agreement for future use of
22 existing office space, and

23 WHEREAS, the City will be required to extend its current contract beyond March
24 2012 as the City's proposed new City Hall will still be under construction, and

25 WHEREAS, the City will reserve the right to terminate the lease by September
26 30, 2013, with six (6) months prior written notice to the Landlord, and will reserve the
27 right to terminate the agreement between September 30, 2013 and September 30, 2014
28 with four (4) months prior written notice to the Landlord, and

29 WHEREAS, the cost per square foot will remain the same for the City, but will
30 include the annual escalations provided in the original lease agreement which are
31 equivalent to cost of living increases as well as expense reimbursements,

32 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
33 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

34 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
35 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
36 made a specific part of this Resolution.

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby authorizes the City Manager and City Clerk, to execute and attest, respectively,
39 that certain Eighth Amendment to the Lease Agreement with BRI 1814 GGOP, LLC for
40 the lease of City Hall office space at Gold Glades Office Park.

41 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
42 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
43 to be maintained by the City, and one (1) to be delivered to BRI 181 GGOP, LLC.

44 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
45 upon its final passage.

46 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
47 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert,III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)

EIGHTH AMENDMENT TO LEASE AGREEMENT

By and between

BRI 1814 GGOP ,LLC

As Landlord

and

CITY OF MIAMI GARDENS

As Tenant

THIS EIGHT AMENDMENT TO OFFICE LEASE (the "Eight Amendment") entered into as of January 15, 2010, by and between the City Of Miami Gardens, a municipal corporation (the "Tenant") whose address is 1515 N. W 167TH Street, Suite # 200, Miami, Florida 33169, and BRI 1814 GGOP, LLC, a Delaware Limited Liability Company authorized to do business in Florida (the "Landlord"), whose address is 1140 East.

WHEREAS, Golden Glades Assoc. LLP, a predecessor of Landlord, and Tenant entered into that certain Office Building Lease dated March 5, 2004, First Addendum to Office Lease dated August 25, 2004, Second Addendum to Office Lease dated December 14, 2005, Third Addendum To Office Lease dated August 24, 2006, Fourth Addendum to Office Lease dated October 31, 2006, Fifth Addendum to Office Lease dated January 11, 2007, Sixth Addendum to Lease Agreement dated July 15, 2008 and Seventh Addendum dated October 23, 2008 (herein collectively referred to as the "Lease Agreement") for rental of 24,825 square feet ("Existing Delivered Premises") and an additional net 10,357 square feet in connection with the Sixth Amendment ("Additional Premises") in the Golden Glades Office Park ("Property"); and an additional net 175 square feet in connection with the Seventh Amendment ("Additional Premises") in the Golden Glades Office Park ("Property") for a total of 35,661 square feet ("Premises"); and

WHEREAS, Golden Glades Assoc. LLP assigned to Landlord all of its rights, title, and interests to the Lease Agreement;

WHEREAS, Tenant desires to extend the term for all his suites within the complex, and Landlord is willing to accommodate such extension.

WHEREAS, Tenant and Landlord desire to amend and clarify certain provisions of the Lease Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree that the Lease Agreement is amended as follows:

1. The term is extended to terminate on September 30, 2014.

2. Tenant shall have the right to terminate this Lease by September 30, 2013 with six (6) months prior written notice to Landlord. From September 30, 2013 to September 30, 2014, Tenant shall have the right to terminate this Lease with four (4) months prior written notice to Landlord.
3. Tenant and Landlord confirm that the Premises have a total of approximately 35,661 net rentable square feet including suites 101, 115, 120, 125, 135, 137, 139, 147, 150, 153, 155, 160, 170, 175, 180, 190, 200, 410, 420, 430, 450, 6-300, 7-440, 4-128, 4-126. Landlord and Tenant agree that certain suites might change or changed their numbers or designations.
4. Base Rent and Additional Rent for the Premises (35,661 sf.) shall be subject to the same annual escalations and expense reimbursement and other provisions, as set forth in section 4 of the Sixth Amendment.
5. In addition to Base rent and Additional Rent, Tenant shall continue to reimburse Landlord for Electricity and be responsible for providing janitorial services to the Premises, but may request Janitorial services be provided by Landlord and alternatively to such cost shall be reimbursed by Tenant to Landlord.
6. If Tenant leaves between April 1st 2013 and September 30 2013 and Landlord secures a new Tenant for the same period, Landlord agrees to waive the city of Miami Gardens gross payment as long as Landlord receives payments by the new Tenant for the same period. The amount waived by Landlord shall be taken dollar by dollar; If Landlord receives less gross payment from new Tenant than City of Miami Gardens gross payment, The City of Miami Gardens shall pay Landlord the difference.
7. **Miscellaneous:**
 - A. In the event that this Eighth amendment conflict with, varies from, or modifies the terms and conditions of the Lease, the terms and provisions hereof shall control and govern the rights and obligations of the parties hereto.
 - B. All non conflicting provisions of the Lease are ratified and shall remain in full force and effect.
 - C. All terms used in this Amendment and not otherwise defined shall have the same meanings ascribed to them under the Lease.
 - D. Landlord and Tenant warrant and represent that their undersigned representatives have all due power and authority to execute this Amendment on behalf of Landlord and Tenant respectively, and that all necessary action has been taken to ensure the validity and enforceability of the terms and provisions of this Amendment.
 - E. Tenant hereby confirms that Landlord is in full compliance with its obligations under the Lease. Tenant hereby releases and holds Landlord harmless from and against any obligations, costs, damages or

any other liability relating to or arising from periods of time before the execution of this Eighth Amendment.

signature block next page

Witness to Landlord

Print Name _____

Print Name _____

Witness to Tenant

Print Name _____

Print Name _____

Landlord:

BRI 1814 GGOP LLC

By: Beacon Investment Properties, LLC

By: _____

Print Name:

Title:

Tenant:

CITY OF MIAMI GARDENS

By: _____

Print Name:

Title:



City of Miami Gardens
Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	January 26, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Miami Dade County Building Better Communities General Obligation Bond		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	Miami Dade County Call to Artists			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> NA			
		X					
Sponsor Name	City Manager Danny Crew		Department:	Capital Improvement Projects			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER CORTADA IN AN AMOUNT OF ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$152,000) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT TITLED "SPLASH" FOR THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

In accordance with Miami-Dade County Ordinance No. 2-11.15 Art in Public Places, as well as the Building Better Communities General Obligation Bond (GOB) contract for the Betty T. Ferguson Recreational Complex, the City must allocate 1.5% (\$172,139) of the eligible project construction and design costs to integrate public art at the facility.

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Agreement w/ Xavier Cortada**

On January 13, 2010 Council passed Resolution No. 2010-009-1191, which allowed payment of \$8,000 to Miami-Dade County Art in Public Places Division to assist city staff in advertisement and selection of artist and proposed work of art to be implemented at the Betty T. Ferguson Recreational Complex for recommendation to the City's Mayor and Council. After payment to Miami-Dade County Art in Public Places Division, along with \$4,924 set aside for long-term maintenance of the artwork, \$159,215 remained from the original allocation.

All of the funding for this project is included in a current GOB contract between Miami-Dade County and the City of Miami Gardens.

Please note that all future Art in Public Places projects will be fully managed by the City of Miami Gardens per City Ordinance 2010-22-230 established in July 2010.

Current Situation

A *Call to Artists* for this project was placed on Miami Dade County Café system on June 24, 2010. City staff conducted a site visit of the Recreational Complex on July 7, 2010. Forty (40) applications were received by July 23, 2010. On September 17, 2010, City staff met with Miami-Dade County's Art in Public Places Trust (Trust) to short list the applicants. On November 18, 2010, the five shortlisted artists were paid \$750 each (for a total of \$3750 spent from allocation) in honorariums to prepare and present design concept proposals to Trust and City staff. After much consideration, Xavier Cortada's design concept proposal entitled "Splash" was chosen to be recommended to City Council for final approval to implement his work of art at the Betty T. Ferguson Recreational Complex.

The proposals from the five shortlisted artists are available for review at the Assistant to the Mayor and Council's office.

If approved, Xavier Cortada will be compensated \$152,000 to implement his artwork "Splash", to serve as a functional, visual piece of art in the indoor pool area of the Betty T. Ferguson Recreational Complex. The remaining \$3,465 from the original allocation will serve as contingency for construction of this project.

Proposed Action:

In order to receive reimbursement of contracted Building Better Communities General Obligation Bond funds and remain in compliance with Miami Dade County Ordinance No. 2-11.15, it is recommended that the City Council authorize the City Manager to negotiate and commission the services of Professional Artist Xavier Cortada in the amount of \$152,000 to implement the public art design concept titled "Splash" at the Betty T. Ferguson Recreational Complex.

Attachment:

Attachment A – Design Concept Proposal presented by Xavier Cortada

Attachment B – Final Artist Phase-Two Commission Contract

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO
5 NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER
6 CORTADA IN AN AMOUNT OF ONE HUNDRED FIFTY-TWO
7 THOUSAND DOLLARS (\$152,000.00) TO IMPLEMENT THE PUBLIC
8 ART DESIGN CONCEPT TITLED "SPLASH" FOR THE BETTY T.
9 FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE
10 ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE
11 DATE.

12
13 WHEREAS, in accordance with Miami-Dade County Ordinance No. 2-11.15, Art
14 in Public Places, as well as the Building Better Communities General Obligation Bond
15 ("GOB") contract for the Betty T. Ferguson Recreational Complex, the City is required to
16 allocate 1.5% of the total project construction budget, or One Hundred Seventy-Two
17 Thousand One Hundred Thirty-Nine Dollars (\$172,139.00) to integrate public art at the
18 facility, and

19 WHEREAS, the City Council previously adopted Resolution No. 2010-009-1191,
20 which allowed payment to the Miami-Dade County Art in Public Places Division in the
21 amount of Eight Thousand Dollars (\$8,000.00) to assist City staff in advertisement and
22 selection for an artist to design the proposed artwork at the Betty T. Ferguson
23 Recreational Complex, and

24 WHEREAS, three percent (\$4,924) was set aside for future maintenance of the
25 artwork, and

26 WHEREAS, the funding for the project will be paid by Miami-Dade County,
27 in accordance with the GOB contract between the County and the City, and

28 WHEREAS, on June 24, 2010, a Call to Artists was advertised for this project on
29 Miami-Dade County's Café system, and

30 WHEREAS, forty (40) applications were received, and

31 WHEREAS, City staff met with Miami-Dade County's Art in Public Places Trust to
32 shortlist the applicants, and

33 WHEREAS, on November 18, 2010, the five shortlisted artists were paid \$750
34 each in honorariums to prepare and present design concept proposals to Miami-Dade
35 County's Art in Public Places Trust and City staff, and

36 WHEREAS, City staff and the Art in Public Places Trust recommend that Xavier
37 Cortada be selected to perform the design services based upon his concept proposal
38 "Splash", and

39 WHEREAS, it is being recommended that the City Council authorizes the City
40 Manager to enter into a contract on behalf of the City for this purpose in an amount of
41 One Fifty-Two Thousand Dollars (\$152, 000.00),

42 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
43 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

44 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
45 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
46 made a specific part of this Resolution.

47 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
48 hereby authorizes the City Manager to negotiate and execute an agreement with Xavier
49 Cortada in an amount of One Fifty-Two Thousand Dollars (\$152,000.00) to implement
50 the Public Art Design Concept titled "Splash" for the Betty T. Ferguson Recreational
51 Complex.

52 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
53 upon its final passage.

54 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
55 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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Moved by: _____

76

VOTE: _____

78

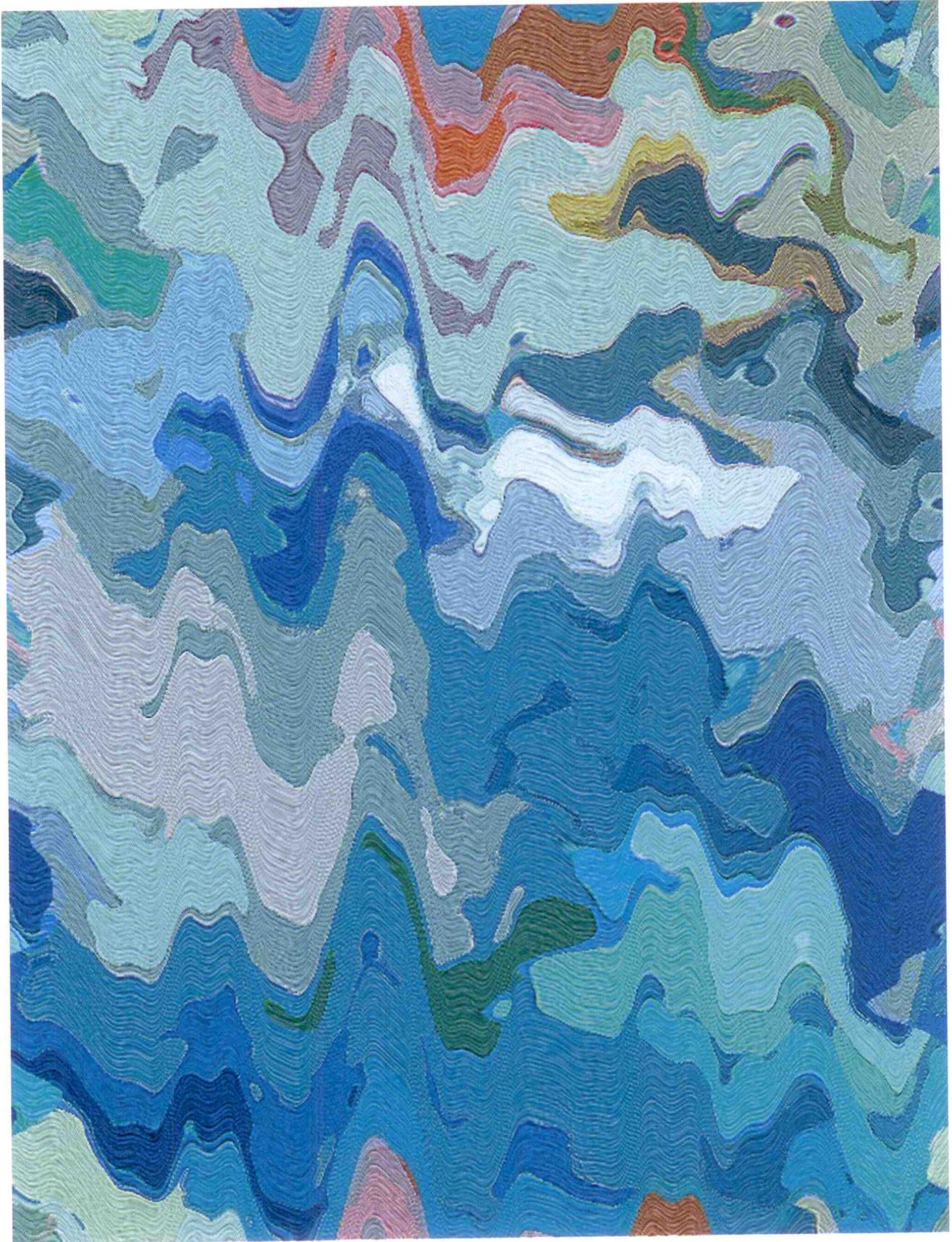
79 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
80 Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
81 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
82 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
83 Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
84 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
85 Councilman Andre' Williams	_____ (Yes)	_____ (No)

86

87

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Xavier Cortada

924 Lincoln Road, Studio 201, Miami Beach, FL 33139
305-858-1323 * xavier@cortada.com * www.cortada.com

Xavier Cortada created art installations at the North Pole & South Pole to address environmental concerns at every point in between. He's been commissioned to create art for the White House, the World Bank, Miami City Hall, Miami-Dade County Hall, Florida Botanical Gardens, the Miami Art Museum, Museum of Florida History and the Frost Art Museum. Cortada has also developed numerous collaborative art projects globally, including peace murals in Cyprus and Northern Ireland, child welfare murals in Bolivia and Panama, AIDS murals in Switzerland and South Africa, and eco-art interventions in Holland, Hawaii and Latvia. Cortada is the founder of the Reclamation Project, a participatory eco-art project based at the Miami Science Museum.

SELECTED SOLO ART EXHIBIT

- [Sequentia](#), Frost Art Museum, Miami, FL. (2010)
- [North Pole/South Pole \(90n/90s\) Installations](#), Miami Science Museum, Miami, FL. (2010)
- [Endangered World: 80.15W Installation](#), Biscayne National Park, Homestead, FL. (2010)
- [Native Flags: North Pole](#), ecoartspace, Verge Art Fair, Miami Beach, FL. (2009)
- [The Reclamation Project](#), Martin County Courthouse Cultural Center, Stuart, FL. (2009)
- Ancestral Dinner Party/The Genographic Project, Miami Science Museum, Miami. (2008)
- South Pole Installations, Centre Gallery, Miami Dade College, Miami, FL. (2007)
- Native Flags and The Reclamation Project, Miami Science Museum, Miami, FL. (2007)
- Antarctica, Kunsthaus Miami Contemporary Art, Wynwood Arts District, Miami, FL. (2007)
- The Reclamation Project, Bass Museum of Art, Miami Beach, FL. (2006)

SELECTED GROUP EXHIBITS:

- [New Media Festival, 5th edition](#), Hardcore Art Contemporary Space, Miami, FL (2010)
- The Liberators Project/Liberadores ([Denver Biennial of the Americas](#)), Museo de las Americas, Denver, CO. (2010)
- [Adaptation](#), Art and Culture Center of Hollywood, Hollywood, FL. (2010)
- [Water: Three States](#), Auburn University Art Gallery, Auburn, AL. (2009)
- [Polar Identity](#), Works Gallery, San Jose, CA. (2009)
- [Antarctica: Collection from the Bottom of the World](#), Maryland Science Center, Baltimore, MD. (2009)
- Sustainable?, Central Connecticut State University Gallery, New Britain, CT. (2009)
- The Green Project presented by the Claire Oliver Gallery, Miami, FL. (2008)
- Polar Attractions, Peabody Essex Museum, Salem, MA. (2008)
- [EPA \(Environmental Performance Actions\)](#), EXIT ART, New York, NY. (2008)
- Weather Report, Boulder Museum of Contemporary Art, Boulder, CO -- curated by Lucy Lippard. (2007)
- Envisioning Change, presented by the Natural World Museum and the United Nations Environment Programme at the Nobel Peace Center, Oslo, Norway, the BOZAR Center for Fine Arts, Brussels, Belgium, and the Ministry of Culture in Monaco (2007-2008)
- [Miami in Transition](#), Miami Art Museum, Miami, FL.

SELECTED MEDIA:

- Green Museum, by Allison Compton, Public Art Review, Issue 40, pp 52-55 (Spring/Summer 2009).
- Global Warnings, by Suzaan Boettger, Art in America, Issue No. 6, pp. 154-161, 206-207, June/July 2008.
- The Arts: "The Longitudinal Installation: Representing those affected by climate change," Resurgence, edition 243, page 32-33 (July/August 2007).
- Kunsthaus Miami exhibit. Review by Milagros Bello. Published in arte al día (International Magazine of Contemporary Latin American Art), edition 119, (July 2007).

SELECTED GRANTS/Residencies:

- Paths and Traces/Chemins et Tracés, Fondation Derouin – Symposium 2009, Les Jardins du Précambrien, Val-David, Quebec, Canada, 2009. Created "Genetic Markers."
- Kunst- en natuurwandeling OverLeven, Foundation Nature Art Drenthe (Stichting Natuurkunst Drenthe), Drenthe, the Netherlands, 2009. Created "Life Wall."
- 90N (North Pole) Installations, New York Foundation for the Arts, NYFA sponsored artist, 2008. Created "Native Flags."
- Art in Antarctica (South Pole Installations), National Science Foundation Antarctic Artists and Writers Program, 2006-2007. Created "Art in Antarctica" installations.
- Prior grantors also include: U.S. State Department, USAID, State of Florida Division of Cultural Affairs, Miami-Dade Cultural Affairs Council, Miami-Dade Art in Public Places.

SELECTED PUBLIC ART COMMISSIONS

- Art in State Buildings, Frost Art Museum, Miami, FL. (2008)
- Monroe County Art in Public Places, Upper Keys Government Center, FL. (2008)
- Pinellas County Art in Public Places, Florida Botanical Gardens, Largo, FL. (2008)
- Monroe County Art in Public Places North Key Largo Fire Station, Key Largo, FL. 2007)

SELECTED LECTURES

Cortada has delivered lectures in countries across all seven continents (and even on a Russian icebreaker crushing through the Arctic's frozen sea). In recent years, Cortada was invited to deliver formal lectures about his art at:

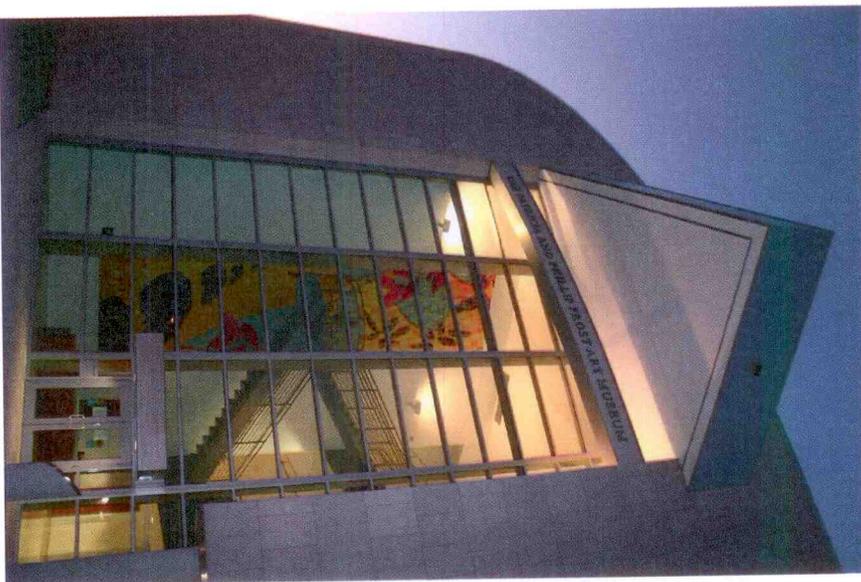
- Auburn University, Auburn, AL (2009)
- Exploratorium (at the Palace of Fine Arts), San Francisco, CA (2009)
- Peabody Essex Museum, Salem, MA (2008)
- Princeton University, Princeton, NJ (2010)
- San Jose State University, San Jose, CA (2010)
- United States Embassy, Helsinki, Finland (2008)

EDUCATION:

- **Juris Doctor**, University of Miami School of Law Coral Gables, FL (December 1991).
- **Master of Public Administration**, University of Miami Graduate School, Coral Gables, FL (December 1991).
- **Bachelor of Arts in Psychology**, University of Miami College of Arts and Sciences, Coral Gables, FL (December 1986).

Frost Art Museum

Florida International University



Florida Botanical Gardens



Upper Keys Government Center

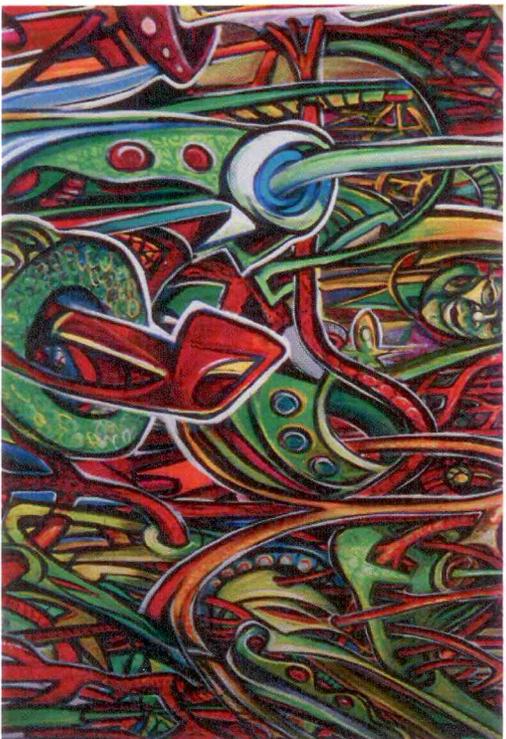


Other commissions

- World Bank
- White House
- South Pole Station
- Hunebed Center
Museum (The
Netherlands)



Local



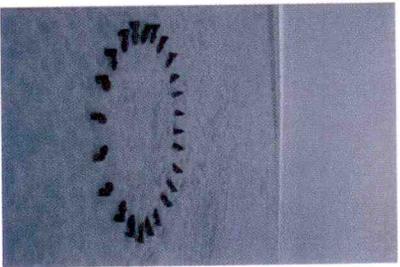
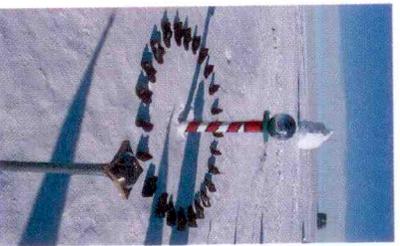
- Miami-Dade County Hall
- Miami City Hall
- Miami-Dade Juvenile Courthouse
- Miami Science Museum

Exhibits/Installations (local)

- Miami Art Museum, 2006
- Miami History, 2000
- Miami Science Museum, 2007
- Hollywood Art and Culture Center, 2010
- Bass Museum of Art, 2006
- Frost Art Museum, 2010



Other large scale installations

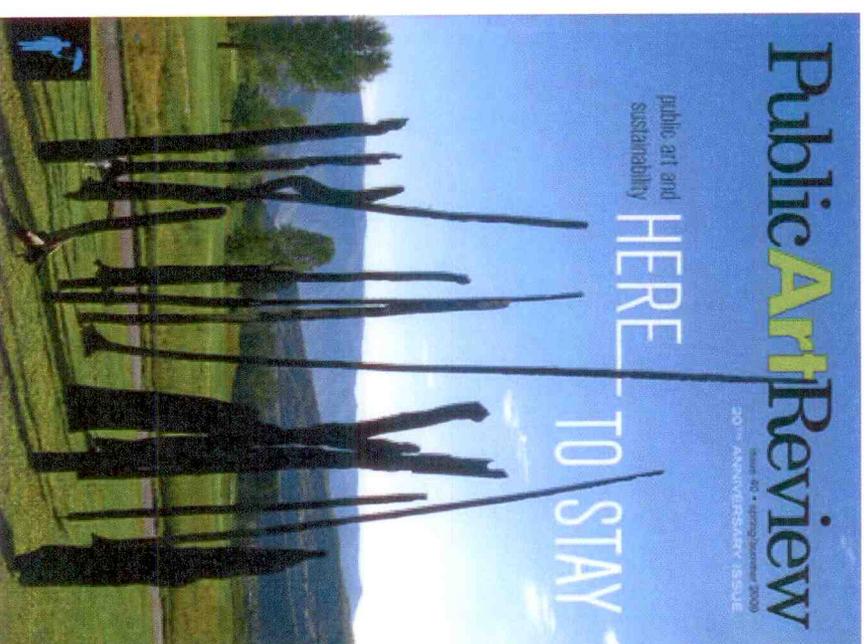


Publications & Media

- Art in America
- Public Art Review
- Arte al Dia

Television:

- Discovery Channel
- National Geographic



Xavier Cortada

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phone: 305-858-1323 email: xavier@cortada.com website: <http://www.cortada.com>

18 November 2010

Peter Boswell, Senior Curator, Miami Art Museum (Miami)
Daniel Perez, Principal, Perez and Perez Architects (Miami)
Malik Benjamin, Professor of Architecture, FIU (Miami)
Art in Public Places Professional Advisory Committee
Miami-Dade County Department of Cultural Affairs
111 N.W. First Street
Suite 600
Miami, FL 33128

RE: **Betty T. Ferguson Recreational Complex**

Dear Mr. Boswell, Mr. Perez, and Mr. Benjamin,

I am very happy to present “*Splash!*” as my proposal for the City of Miami Gardens—Betty Ferguson Recreational Complex Call to Artists. In this letter I will walk you through many of my ideas and thought process to conceptualize a unique, site-specific work of art for a pool. In doing so, I explored not just the relevance of the media used, but also gave thought to themes and ideas. Similarly, I took into account both the mind-set and placement of the viewing public. Moreover, I took the challenge to improving the acoustics very seriously and came up with a team of local experts second to none!

ARTIST’S STATEMENT

In approaching this commission thematically, at first, I was all over the map.

But then, on a recent visit to the pool, I saw a group of children cued up at the entrance. All, eager with anticipation to come inside. Nothing else mattered to them at that moment but sharing each other’s company in the water. In the slide. In the fun and splash.

I got it.

Through its name, its landscape and its programming, I realized the building itself already addressed the other points I had considered¹.

¹ First, I wanted to honor Betty Ferguson, a civic leader who I first met when I was more involved in community organizing and social justice issues. As their commissioner, she did much to represent the area’s residents and led them in the incorporation of this municipality. I still remember attending many of her UP-PAC (Unrepresented People’s Positive Action Council) Saturday morning meetings in the earlier part of the decade.

I didn't have to take myself so seriously in developing a piece of art that was to be viewed exclusively by a bathing suit clad audience.

Although it is monumental in scope, challenges viewers to think creatively, and --through its placement in space--helps viewers "visualize" the motion of light and sound waves, this work is ultimately about fun. About enjoying a day in summer or an afternoon at the end of the school day when Mom and Dad allow you to go in the pool. About relaxation and recreation.

About tuning out all the other noise, and coming to this happy zone.

Bathed with this splash of creativity, I was ready for a new narrative as I approached the work.

PROJECT NARRATIVE DESCRIPTION

The Call to Artists asks us to find creative solutions² for reducing the noise generated in this indoor pool. Because of the nature of the space, I knew that whatever medium I

Then, I wanted a piece to address the ecology of the place. Show the native species that would otherwise inhabit that very location and encourage visitors to explore how they can better coexist with nature. I thought about creating a piece where swimmers would "rise" from the ground through the canopy to the clouds as they swap a lap up the pool and then back to the ground as they swam back.

I even thought of creating a piece about education and inspiring words by Maya Angelou and other luminaries. This, after walking by an after-school class where students were quietly doing their homework.

² Initially, I thought of acoustic tiles hanging from the wall and ceilings, each wrapped with printed patterns. But soon realized that this was too common a solution for the space. Indeed, the novelty of printing an acoustic tile wore off the second I did a Google search on "printed acoustic tile." Among the myriad:

With **Printed Barrisol®**, plunge into another universe!
Create your own decoration thanks to digital printing on Barrisol® sheets.
It is possible to reproduce all photos, patterns or decors of your choice for a totally personalized atmosphere.

It felt as if I'd any work I did would be too decorative, too commercial looking. Further research showed an entire industry of manufacturers who shape, mould, color and create every form of acoustic panel desirable.

used it had to be substantial. Enough of it to be good enough for the loudest summer day! But it also had to be relevant: the form had to fit the function.

Different Vantage Points:

I also wanted pool viewers to look up as they were floating in the pool and see something extraordinary: A pixilated image of waves across the entire length of the ceiling.

I wanted them to swim a lap, or walk down the length of the pools and experience kinetic art.

I wanted them to stop at any point whether clinging to the edge of the pool or at the top of the slide and see a sculptural piece that was different from any vantage point.

So, I created a “**Splash!**”

Pool Noodles!

Ninety-eight rows each containing 78 pool noodles would create a grid across the entire surface of the ceiling (plus those in the Jacuzzi room). The tip of each 60-inch tall noodle would be painted a different color. The composite of all 7, 644 points would create a pixilated image of waves.

The pixilated pool noodles would be arranged at different heights across a plane (just below the trusses on the ceiling) in the room, creating an undulating effect to mimic wave action. It would be sculptural in nature.

Because the mass would be created through a series of rows of perpendicular lines with spaces between them, the effect of moving through space while seeing the work would be exhilarating: Experience kinetic art as you do the back stroke!

I didn't want to serve as an interior designer that simply parroted someone else's innovation. The use of acoustic tiles seemed as the easy way out.

Also, even if I were to surpass this challenge, the only way it would work was to hang the panels flat. Otherwise, they would look like we were hanging banners to block the air conditioning handlers and vents crowding the ceiling above.

The problem with hanging the panels flat is that they would accumulate too much dust. Also, the pattern would be broken with the myriad of lights popping through the ceiling. The fatal blow to the flat acoustic tile concept were the series of sprinklers high above the ceiling. A wall of flat panels would render them obsolete and would drench and ruin the panels if they were ever to be used.

I needed something with a high NRC (Noise reduction coefficient) that could withstand being drenched but also let the water from the sprinklers run through. And relevant to the site-specific project.

The pixilated pool noodles above would also serve as markers allowing those swimming laps across the pool to look up and see color-coded points letting them know where they are along the path.

Below the sea of pixilated pool noodles, sculpted foam would create a series of splashes. They would be coming in different directions: One would run the length of the lap. Another would come from the area near the Jacuzzi. Yet another would appear to be created by someone who just slid out of the slide.

Acoustically Sound

Importantly, the art piece is acoustically sound. In the attached letter, our consultant UM Professor Colby Leider states:

*After reviewing your proposal for suspending polystyrene tubes spaced 6" apart at various heights from the grid inside the Miami Gardens building, I believe that this concept will indeed deaden much of the ambient sound inside of the building. I will be happy to assess the absorption coefficients of the tubes, **but 8,000 of them will have an appreciable impact on lessing reflective sound while increasing acoustical diffusion.** Moreover, the placement of your giant foam "Splash" sculptures in the space will also help reduce the flutter echo generated by the walls. This will lead to enhanced intelligibility and sonic enjoyment of the space.*

Dr. Leider holds degrees in music composition and electrical engineering from Princeton, Dartmouth, and the University of Texas.

Naturally, the exact spacing and placement of the pixilated pool noodles and the foam splash sculptures would be determined in consultation with our Acoustic consultants, who will be conducting a battery of pre and post test on the site to map it acoustically.

Specifically, the acoustical consulting services will consist of before-and-after acoustical test and measurement of the interior of the Miami Gardens building (including RT60 reverberation time, impulse responses, absorption coefficients, frequency response, and intelligibility quotient), computer modeling (before and after proposed treatments are installed), and on-site assistance and verification of installed acoustical treatments.

The 7,644 pixilated noodles will be spaced at distances and heights that will best serve to both diffuse the sound and absorb as it moves towards the ceiling. The lower hanging splash sculptures will be sized and placed at the most appropriate location to address flutter echo between parallel walls.

Durability

All works will be made of flame-retardant materials and/or treated so that they are fire safe. Likewise, materials will be used that meet the needs imposed by the environmental conditions onsite, including humidity and air quality. Similarly, the fabricator will work with the engineer to ensure that all codes and considerations are met in developing a solid piece of art so that its durability can meet the expected 50-year lifespan of the building.

DETAILED PROJECT BUDGET

Please see attached budget. The project will be completed within the timeline for a total cost of \$156,215 and will include the artist's fee (18%), the cost of fabrication and labor, engineering, installation, shipping delivery, insurance and other anticipated costs. Unless other cost savings can be achieved, contingencies --if any --- will be paid from artist's fees.

ANTICIPATED FABRICATION AND INSTALLATION SCHEDULES

"Splash!" will be installed within a maximum time frame of five months.

- During the first month, the artist will work with acoustic consultants to determine the best placement of the works and develop CAD drawings for fabricator.
- During the second month the artist will work with Engineer and Fabricator to plan for the creation and installation of the work.
- During the third and fourth month, the works will be created.
- During the fifth month, the works will be installed. There is no need to empty the pool to create this installation. If necessary, the team can work during hours to least disrupt the public's use of the pool.

PRELIMINARY MAINTENANCE PLAN

The artist will work with Art in Public Places to develop a Maintenance Plan. Because of the choice of materials used (pool noodles) that will be suspended from the ceiling and out of touch or direct light, the artist doesn't envision a heavy maintenance schedule. In the event there needs to be construction on the site (e.g., removal of the A/C vents), the work is easily moved. Since the work is to be created by suspending rows of noodles from galvanized cable held from walls at opposite sides of the room, it is relatively easy to take down and re-hang the entire installation.

In the unlikely case the art is destroyed by a natural disaster, the art can be fabricated once more. The artist will provide the client with a detailed diagram of the work, photo documentation of the fabrication and installation process, sources for materials, and specific instructions on how to replace the piece.

Other issues and concerns can be discussed and addressed at the artist executes the contract for the work.

SUB-CONTRACTORS

Fabricator

If selected for this commission, I will hire fabricator Damian Sarno to assemble a team, including an Engineer, to bring this project to life.

Mr. Sarno has been a fabricator for over twenty years. He has worked repeatedly as a contractor on projects for the Miami Science Museum. Indeed, just recently he installed my solo exhibit there: 90N/90S -- North and South Pole Installations. For 90N/90S, meticulously placing 360 identical flags on a grid inches apart.

For Phillipe Starck's building, the "Icon," on Fifth and Alton Rd in Miami Beach, Mr. Sarno created two fiber glass sculptures as covers for the lobby columns, each 25 feet high and ranging from 5 feet to 15 feet in diameter. The cost of that project exceeded \$100,000.

Other clients include Muvico of Boca Raton and local restaurants. Mr. Sarno also has an extensive experience in fabricating for the TV and Movie industries using a wide range of materials.

The Fabricator's address is:

Damian Sarno
601 NE 116th Street
Biscayne Park, FL 33161
305-725-3849

Acoustic Consultants

If selected, I will hire two acoustic consultants (Dr. Colby and Sound Engineer Christopher Dawson).

COLBY LEIDER, Ph.D.

Colby Leider currently works as **Director and Associate Professor of Music Engineering at the University of Miami**, and he serves as Associate Editor of *Computer Music Journal* (published by MIT Press). His research interests include digital audio signal processing, sound synthesis and spatialization, tuning systems, and alternate controllers for music-making, and he **has received research grants from the National Science Foundation, the NVIDIA Corporation, and the University of Miami.**

Dr. Leider, a composer and engineer, has received prizes and honors from the American Composers Forum, the Institut International de Musique Electroacoustique de Bourges, Princeton University, the International Computer Music Association, and Dartmouth College.

In 2005, Dr. Leider co-founded everglade records (everglade.org), a label devoted to acoustic ecology and experimental sound art. **He also works as an audio consultant** and as an expert in patent-infringement cases involving audio and new media technologies. **Dr. Leider holds degrees in music composition**

and electrical engineering from Princeton, Dartmouth, and the University of Texas, and he makes soap and helps raise 34 animals and two children near the Florida Everglades.

CHRISTOPHER DAWSON

Christopher Dawson is an audio engineer with over 23 years experience in live and recorded sound. He worked for **18 years as an audio engineer for Disney/MGM Studios**, and more recently has **done sound design and consulting for the Singapore Army's Interactive Museum in Singapore** as well as surround mixing and sound design for feature films. He holds a **Music Engineering Degree from the University of Miami**. Etc.....

The Acoustic Consultant's address is:

Colby Leider, Ph.D.
27000 Southwest 192nd Street
Redland, Florida 33031 USA

If selected, I will also hire an assistant to help with logistics of this mammoth undertaking, and a consultant to help with digital files and CAD drawings. The individuals are TBA.

THREE PROFESSIONAL REFERENCES

The following are references for three recent juried public art commissions:

Four Elements at the Frost: Aer, Ignis, Terra, Aqua³

(Permanent Art in State Buildings commission for the Frost Art Museum, Miami, FL)

Dr. Carol Damian, Director
The Patricia & Phillip Frost Art Museum
Florida International University, University Park
10975 SW 17th Street
Miami, FL 33199
305-348-2890 | damianc@fiu.edu | <http://thefrost.fiu.edu/>

³ The 40 foot tall works are inspired by the four elements of water, air, fire and earth, and will be rotated throughout the year in the museum's soaring atrium. The work was designed to complement the 46,000-square-foot building which is itself a work of art designed by Yann Weymouth, design director of Hellmuth, Obata Kassabaum (hok). The new Frost Art Museum cost \$16 million to build and includes nine galleries and 10,000 square feet of breath-taking gallery spaces. Cortada says that the tapestries composed in striking colors that relate to each element suggest "that if we look more closely at our surroundings, there are new worlds to discover. Indeed, inside the museum, there are works by artists who strive to push boundaries to further human understanding."

Native Canopy⁴

(Installation at the M. E. Nelson Government Center for the Upper Keys, Key Largo, FL)

Elizabeth S. Young, Executive Director
Fl. Keys Council of the Arts
1100 Simonton Street
Key West, FL. 33040
305-295-4369 | director@keysarts.com | www.keysarts.com

Reclamation Project: Pinellas County Coastal Reforestation⁵ (Public eco-art commission at the Florida Botanical Gardens)

Judith Powers, Director
Pinellas County Cultural Affairs
12520 Ulmerton Road, Largo, FL 33774-3602
Phone (727) 582-2506 FAX (727) 582-2550
jpowers@co.pinellas.fl.us
www.pinellasarts.org

Thank you so much for your time and dedication in serving as panelists on this committee. I hope I have done my part in convincing you how worthwhile this project is. I know that it is always a hard decision and that you will strive to do what you think is right given the information you have in front of you. I trust that whatever choice you make will be the right one.

Sincerely,

Xavier Cortada
Artist

cc: Brandan DeCaro, RA, Director Capital Projects, City of Miami Gardens
Members of the Miami Dade Art in Public Places Public Art Trust
Brandi Reddick, Miami-Dade Art in Public Places
Michael Spring, Director, Miami-Dade Dept. of Cultural Affairs

⁴ Cortada created the images for "Native Canopy" at the Nelson Center by photographing the shadow cast by native tree leaves and manipulating these with digital technology to create a series of eight unique, layered, colorful "digital tapestries." These exquisite tapestries will serve as reminders of place and markers of time: Climbing up the staircase could be like climbing the branch of a tree where one is coming up on "leaves." The experience can serve as an invitation to find a more balanced approach to coexisting with nature.

⁵ A participatory eco-art project aimed at reforest Pinellas County's coastal wetlands with mangroves. For more information on this eco-art project please see download "Reclamation Project: Coastal Reforestation" PDF at www.reclamationproject.net

Page 73 of 198

Xavier Cortada

924 Lincoln Road • Studio 201 • Miami Beach, FL 33139

phone: 305-858-1323 email: xavier@cortada.com website: <http://www.cortada.com>

Miami Dade Art in Public Places

City of Miami Gardens: Betty T. Ferguson Recreational Complex

November 18, 2010

Budget

Development:

Artist's Fee (18% of budget)	\$ 27,360.00
Acoustic Testing and consulting fees (\$250/hr)	\$ 5,000.00
CAD and Digital Support (\$75 x 50 hrs)	\$ 3,750.00
Miscellaneous Materials	\$ 140.00
Artist's Assistant	\$ 9,250.00
Photodocumentation	\$ 750.00
Liability Insurance (Hartford)	\$ 1,470.00
Subtotal:	\$ 47,720.00

Fabrication and Installation:¹

Fabricator and Laborers (2,400 hours @ \$18.75 hr)	\$ 48,000.00
Materials & Equipment	
Foam	\$ 31,280.00
Hardware and equipment rental	\$ 11,500.00
Paint	\$ 2,500.00
Warehouse rental (4 months @ \$1500)	\$ 6,000.00
Engineer	\$ 5,000.00
Subtotal:	<u>\$104,280.00</u>

Total \$152,000.00

¹ The artist will contract with Damian Sarno and his team in fabricating and installing the work.



27000 Southwest 192nd Street
Redland, Florida 33031 USA

+1 786 281 1086
cleider@miami.edu

November 17, 2010

Xavier Cortada
924 Lincoln Road, Studio 201
Miami Beach, FL 33139

Dear Mr. Cortada,

I am happy to serve as Acoustic Consultant for the "Splash" project you are proposing to the Miami-Dade County Art in Public Places for the Miami Gardens. As the indoor pool building is constructed of concrete block, glass, and exposed tin roof, I understand your client wishes to lessen the overall reflected sound level produced by visitors.

After reviewing your proposal for suspending polystyrene tubes spaced 6" apart at various heights from the grid inside the Miami Gardens building, I believe that this concept will indeed deaden much of the ambient sound inside of the building. I will be happy to assess the absorption coefficients of the tubes, but 8,000 of them will have an appreciable impact on lessing reflective sound while increasing acoustical diffusion. Moreover, the placement of your giant foam "Splash" sculptures in the space will also help reduce the flutter echo generated by the walls. This will lead to enhanced intelligibility and sonic enjoyment of the space.

If you are awarded the commission, I will work with Audio Engineer Christopher Dawson to determine the correct placement of all your works in the space and ensure that the materials used have the correct properties to provide the most effective application of your sculptures, which would result in the most acoustically pleasing space.

My team will conduct on-site acoustical measurements and computer modeling of the space. Consulting fees and costs for providing acoustical measurements, digital models, etc., are outlined in an attachment.

I look forward to working with you!

Sincerely,

Colby Leider, Ph.D.
everglade audio labs

Director, Music Engineering Program
Associate Professor, Frost School of Music
University of Miami
1314 Miller Drive
Coral Gables, Florida 33124 USA

<http://mue.music.miami.edu>
<http://mue.music.miami.edu/~colby>



27000 Southwest 192nd Street
Redland, Florida 33031 USA

+1 786 281 1086
cleider@miami.edu

Project Proposal

Title: Splash
Client: Xavier Cortada
924 Lincoln Road, Studio 201
Miami Beach, FL 33139 USA

Scope of Services:

My team proposes to provide acoustical consulting services consisting of before-and-after acoustical test and measurement of the interior of the Miami Gardens building (including RT60 reverberation time, impulse-responses, absorption coefficients, frequency response, and intelligibility quotient), computer modeling (before and after your proposed treatments are installed), and on-site assistance and verification of installed acoustical treatments.

Compensation:

Our services are offered on an hourly basis of \$250. The total time estimated for completion of the above tasks is eight hours.

Deliverables:

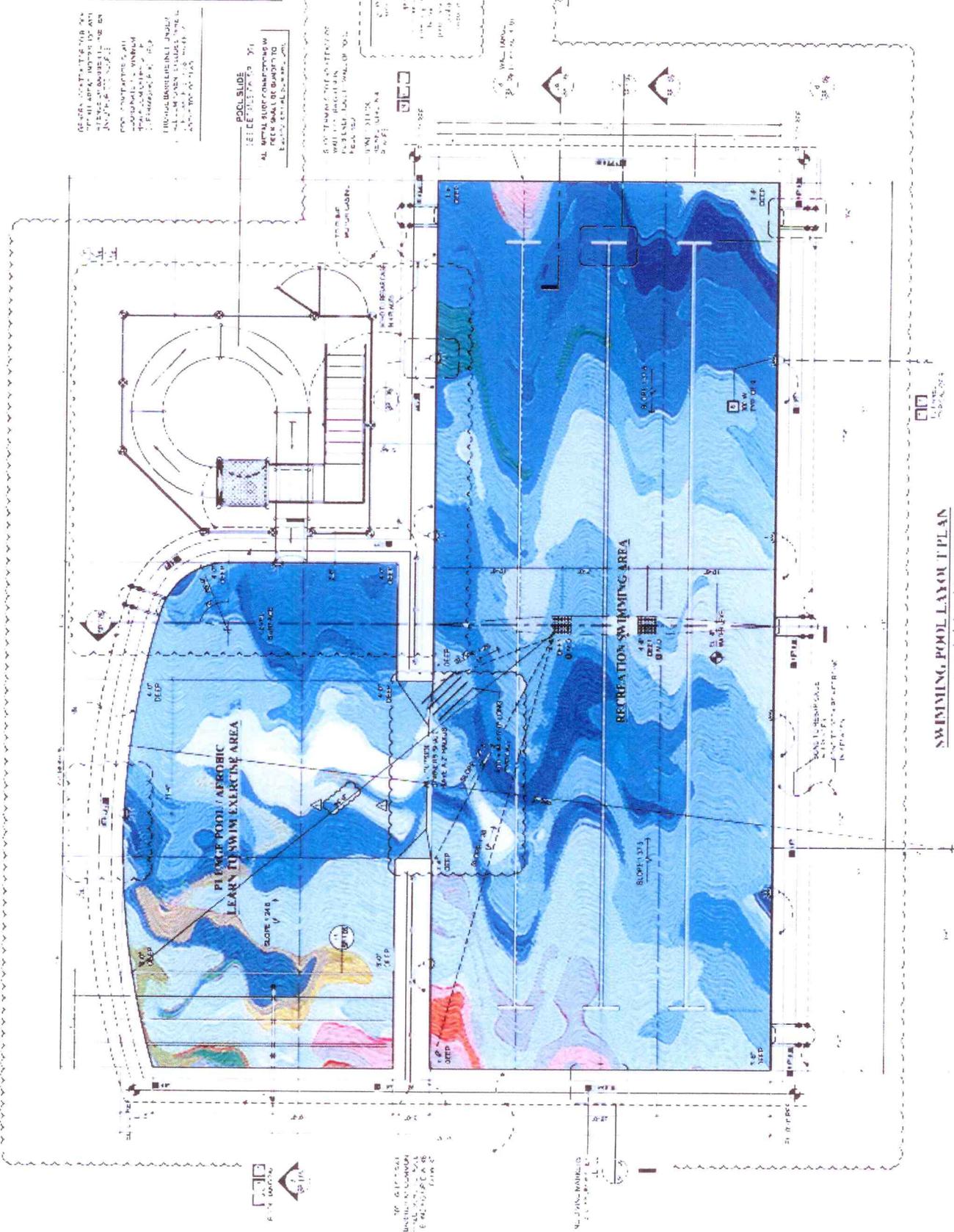
We will provide all before-and-after measurements of the space to you electronically and in print. Audio files of all acoustical measurements (e.g., impulse responses and frequency responses gathered via swept sine tones). We will also provide any necessary letters electronically and in print verifying the accuracy of the measurements.

SWIMMING POOL DATA CHART

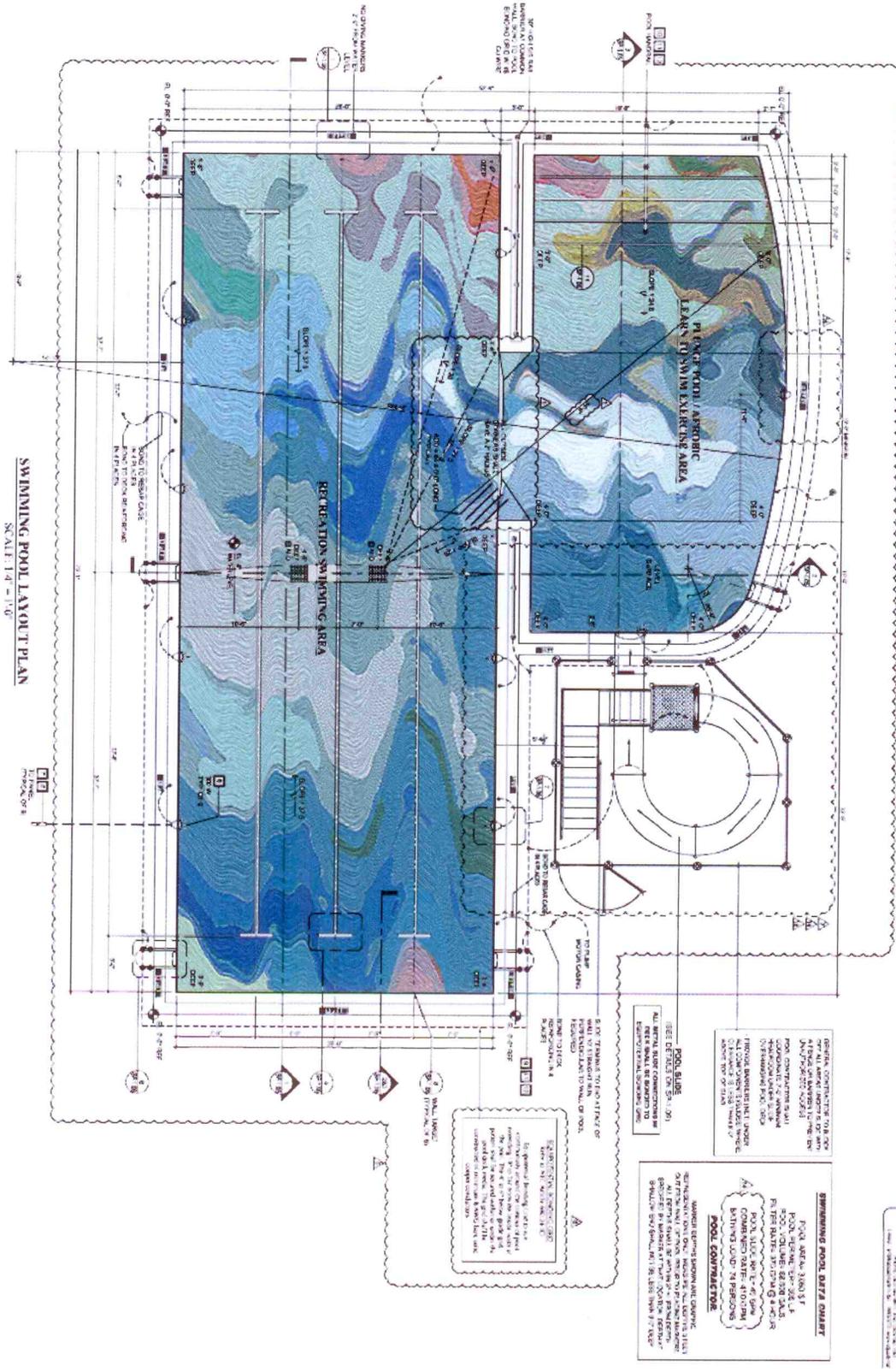
POOL AREA: 10,511 SF
 POOL VOLUME: 1,200,000 GAL
 FILTER RATE: 100 GPM/SQ FT
 POOL VOLUME: 1,200,000 GAL
 FLOW RATE: 100 GPM/SQ FT
 BUILDING RATE: 100 GPM/SQ FT

POOL CONTRACTOR:

MANUFACTURER: [Blank]
 MODEL: [Blank]
 SERIAL: [Blank]
 DATE: [Blank]
 INSTALLER: [Blank]
 SERVICE: [Blank]



SWIMMING POOL LAYOUT PLAN
 SCALE: 1/4" = 1'-0"

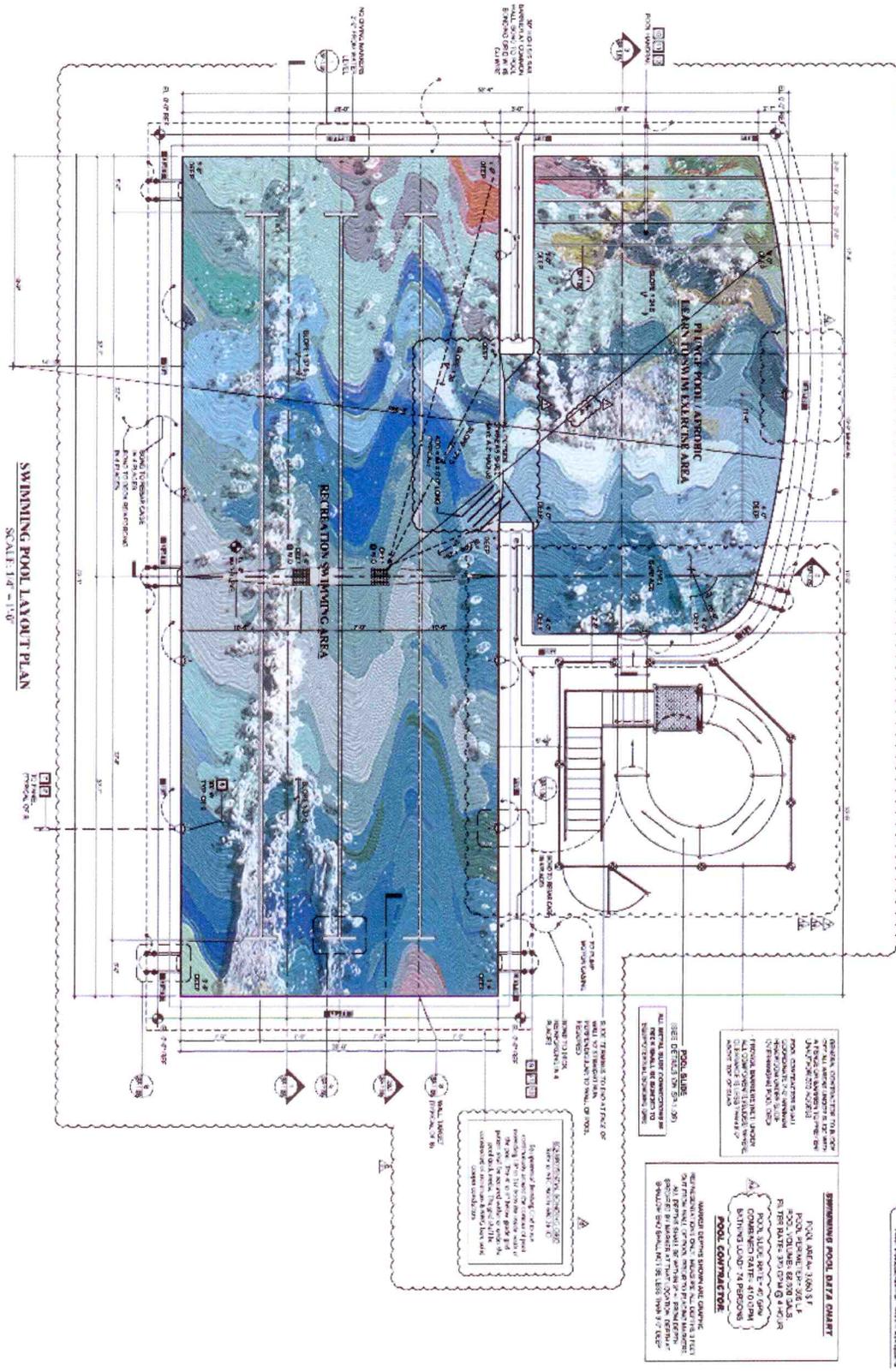


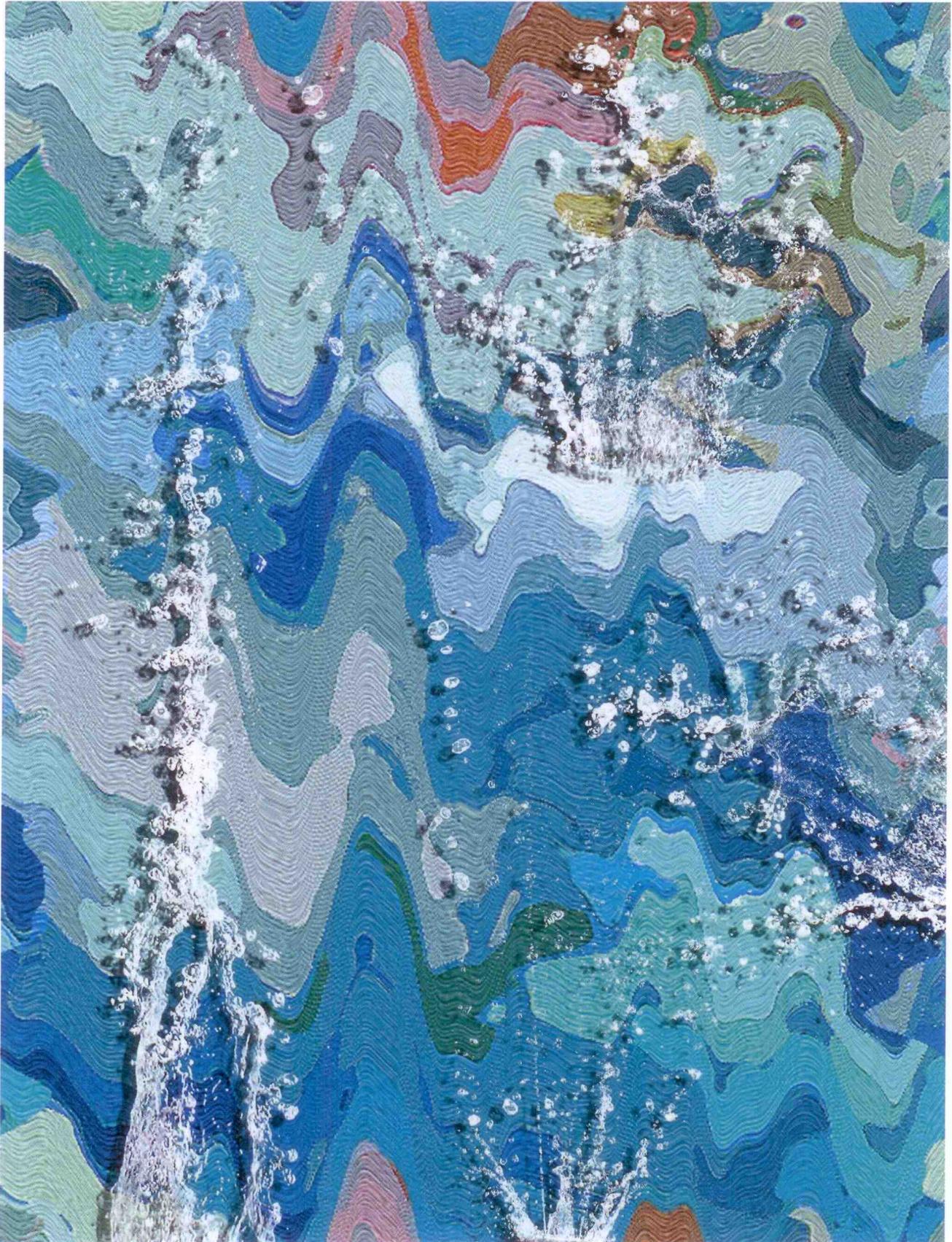


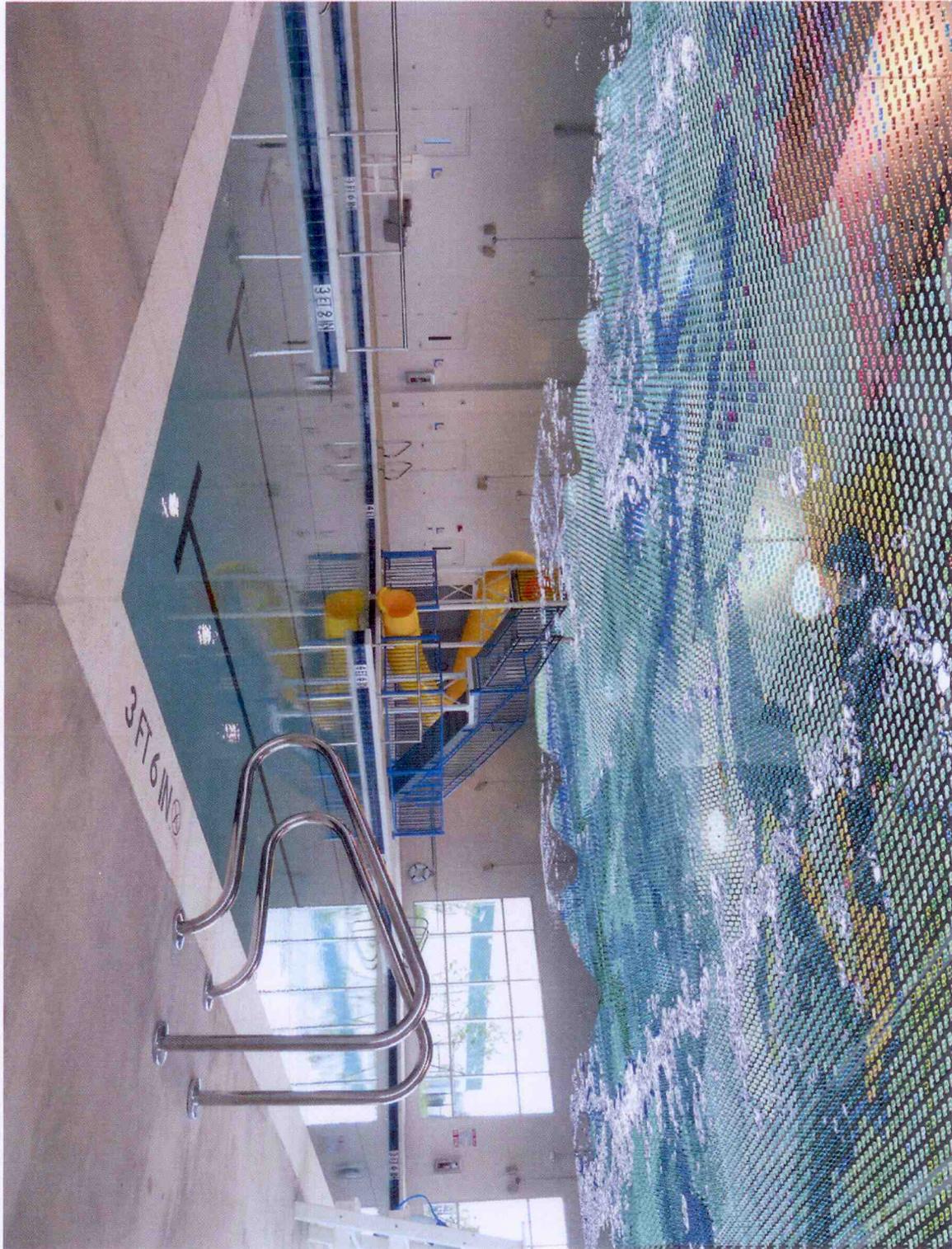
From painting to digital tapestry...





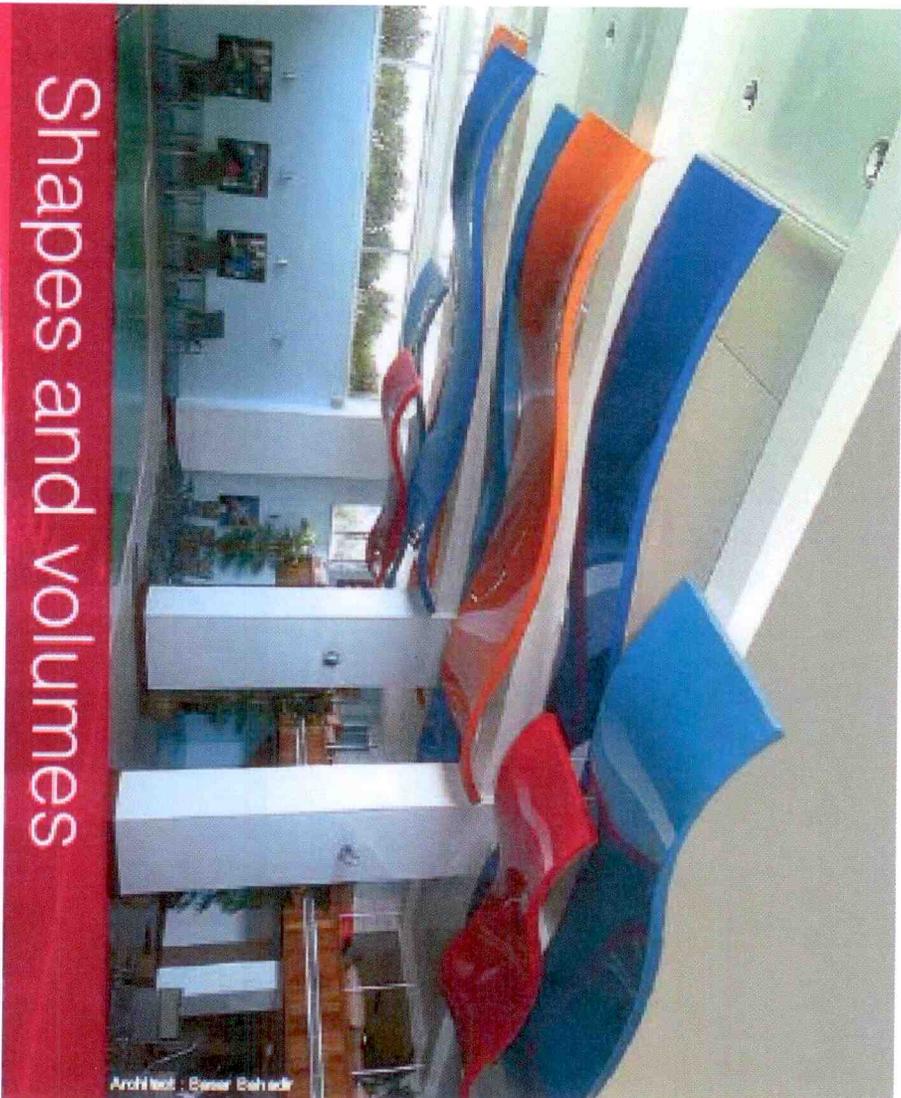








Swimming Pool



Shapes and volumes

Architect: Saverio Calchi Novati

Due to the flexibility of the Barrisol® sheet, the Barrisol® Star® profiles and rails, the creation of forms and 3D shapes is totally possible.

All architectural forms can be created.

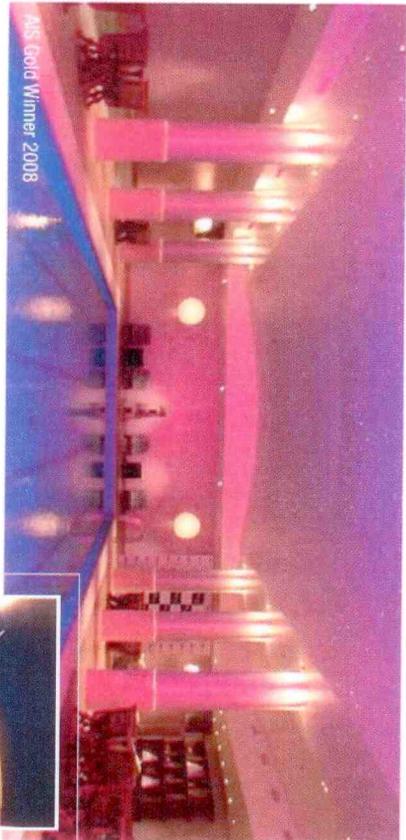
Dare to create a 3D ceiling to enhance the design of your swimming pool and admire an original, surprising and unique design.



Architect: Murot Häder



Realization: Normalis® Barrisol®



Pools & Spas Hotels & Local Authorities

The Stretch Fabric Material is suitable to install in all types of Spa & Swimming Pool environments including Private Health Clubs and Local Authority Sectors.

Stretch Ceilings offer Increased light reflection, improved acoustics, decorative finishes and a maintenance free, water impermeable ceiling that will not require any ongoing decoration. The material will not crack or flake and is clean, hygienic, non toxic and 100% recyclable.

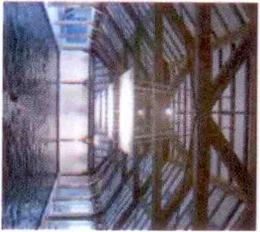
The system is able to cover up to 50 sqm in one piece, although with the use of the intermediate joining rail can easily cover 1000's of sqm. The total swimming pool hall can therefore be provided with a practical and functional ceiling system, with a minimum of background support, unnecessary weight, joints or disruption.

Stretch Ceilings can accommodate most types of fittings and features such as down lights, grilles, sprinklers, smoke detectors and for an added dimension fibre optic lighting can be applied to the system whilst keeping the water impermeable surface intact.

The material has been tested to NF EN 14716 § 4.1.3

Stretch Ceilings workmanship was recognised with a Gold Award from the Association of Interior Specialists for the installation carried out at the Heymarket Hotel, London.

www.stretchceilings.co.uk



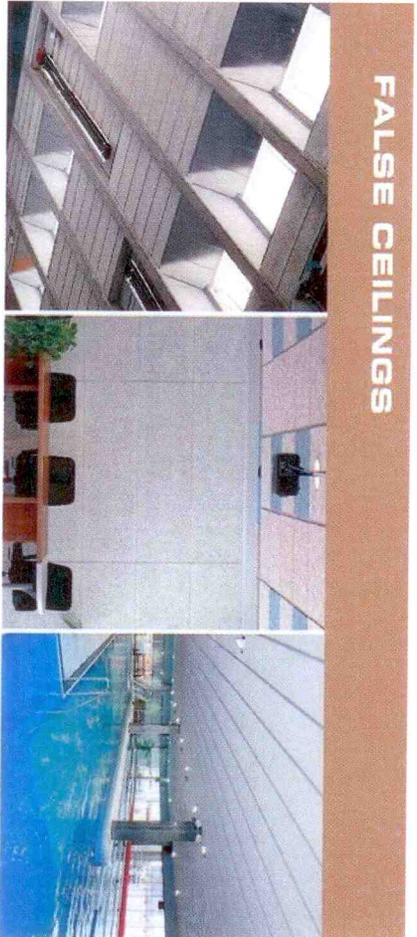


Figure 1 Acoustic and thermal insulation using Celent P2 panels in industrial buildings

Figure 2 70m and false ceiling sound-absorbing in a conference room. The Celent panels used are Celent AB 25 mm thick painted in various colours

Figure 3 False ceiling in a swimming pool. The Celent panels used are Celent AB 25 mm thick

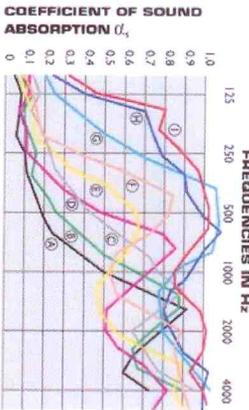
SOUND ABSORBING

Celent panels can be classified as natural sound absorbers. The panels disperse sound through their cellular structure by progressively reducing its energy, and transforming this into heat. They offer a high level of sound-absorption, particularly at higher frequencies (shrill sounds), which are the most common. Absorption increases with greater thickness and when coupled with a layer of mineral wool. A good level of absorption at lower frequencies (medium-low tones) is obtained by using two layered panels with polystyrene (CELENT P2). The product also offers further features that are important for sound absorbing facings:

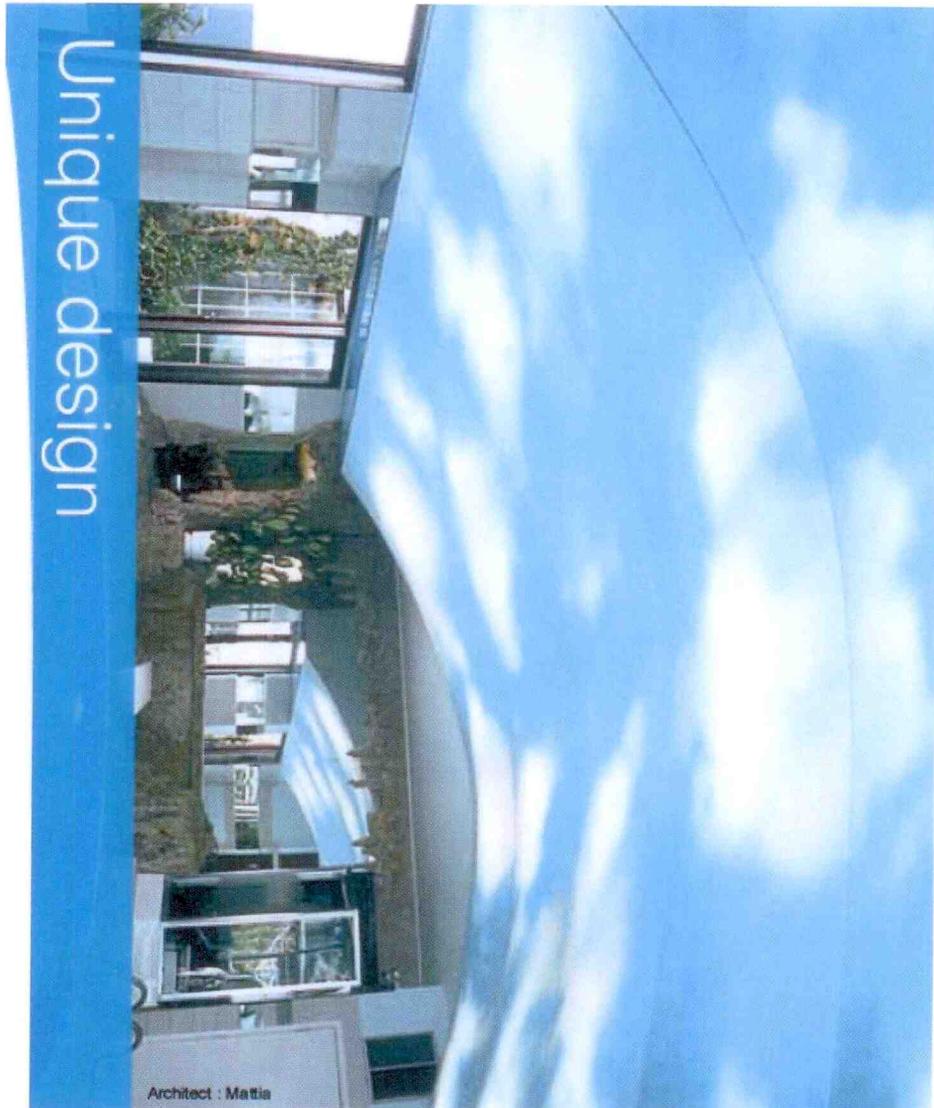
- thermal inertia, transparency and the ability to absorb excess humidity, which guarantee a high standard of living conditions;
- absolute fire-resistance and absence of dripping, dense fumes and toxic gases in the event of fire, which make it a safe material;
- non-deformability (even in the presence of high levels of humidity), strength and unlimited duration, which make it suitable for use in severe conditions, such as in swimming pools, gyms, schools and industrial buildings.

The panels are used to adjust sound in gyms, schools, discotheques, concert halls, studios, etc. The many projects carried out have always given excellent results. Furthermore, panels used to face walls and ceilings reduce noise levels in industrial buildings. The panels are resistant to shock and dynamic impacts (hit by balls, EN 13964). Panels used for false ceilings and sound-absorbing facings come in two versions:

- for normal structures: Celent NB
- for thinner structures: Celent AB, Celent ABE



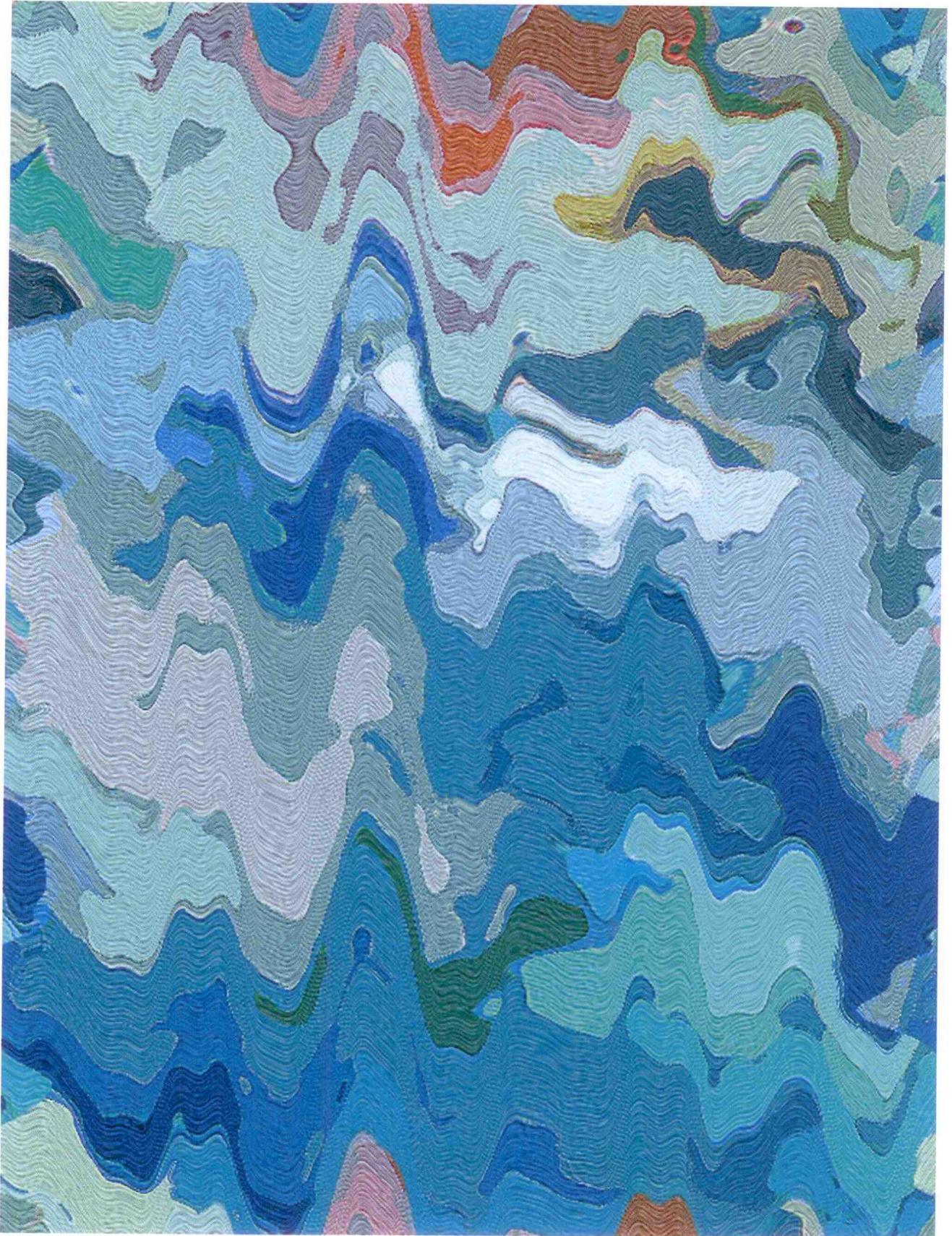
Line	Panel thick	125	250	500	1000	2000	4000	α_{avg}
A	25 mm adhering	0.08	0.11	0.18	0.50	0.80	0.72	0.40
B	35 mm adhering	0.13	0.15	0.25	0.65	0.74	0.90	0.47
C	50 mm adhering	0.17	0.22	0.42	0.78	0.85	0.95	0.53
D	25 mm with cavity ≥ 24 mm	0.12	0.11	0.48	0.72	0.51	0.82	0.46
E	35 mm with cavity ≥ 50 mm	0.10	0.25	0.67	0.55	0.56	0.85	0.50
F	50 mm with cavity ≥ 50 mm	0.13	0.39	0.82	0.53	0.69	0.90	0.61
G	25 mm with cavity ~ 40 mm and mineral wool ~ 40 mm	0.25	0.67	1.08	0.86	0.81	1.04	0.79



With **Printed Barrisol®**, plunge into another universe!
Create your own decoration thanks to digital printing on Barrisol® sheets.
It is possible to reproduce all photos, patterns or decors of your choice for a totally personalized atmosphere. Your printed ceiling can be combined with Barrisol® Lighting solutions to create an unique backlit atmosphere.
With Printed Barrisol®, the only limit is your imagination!



Architect : The Syntax Group UK



PROFESSIONAL ARTIST SERVICES AGREEMENT

**BETWEEN
CITY OF MIAMI GARDENS**

**AND
XAVIER CORTADA, INC.**

**FOR
PHASE I – DESIGN SERVICES**

**&
PHASE II – FABRICATION & INSTALLATION SERVICES**

**FOR THE
BETTY T. FERGUSON RECREATIONAL COMPLEX – AQUATIC CENTER**

THIS PROFESSIONAL ARTIST SERVICES AGREEMENT FOR PHASE – I DESIGN SERVICES AND PHASE II – FABRICATION & INSTALLATION SERVICES (“**Agreement**”), is made and entered into this ____ day of _____, 2010, by and between the City of Miami Gardens and hereinafter referred to as the "**City**," and Xavier Cortada, Inc. hereinafter referred to as the "**Artist**."

WITNESSETH:

WHEREAS, the City is implementing a public art program as set forth in Section 2-11.15 of the Code of Miami-Dade County, allocating certain funds for the acquisition of art works for public places and authorizing the Miami-Dade County Art in Public Places Trust, hereinafter referred to as the "**Trust**," to approve the selection of artists and make payments for the design, fabrication and installation of works of art; and

WHEREAS, funds for art have been allocated in accordance with Section 2-11.15 of the Code of Miami-Dade County from City of Miami Gardens Funds; and procedures duly adopted by the County; and

WHEREAS, the Artist was selected for the Betty T. Ferguson Recreational Complex – Aquatic Center Project by the Trust through procedures duly adopted by the City under **City Resolution No. 2010-09-1191**; and

WHEREAS, the Artist is commissioned for the Betty T. Ferguson Recreational Complex – Aquatic Center Project by the City through procedures duly adopted by the City under **City Resolution No. 2011-XX-XXXX**, approving a Contract with the Artist as set forth herein;

WHEREAS, both parties wish the integrity and clarity of the Artist's ideas in the proposed work of art to be maintained;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

DEFINITIONS

WORDS AND TERMS

The words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly and clearly set forth.

Architect

"**Architect**" means the Architect of Record and Primary Design Architectural Firm of CPZ Architects, Inc., 4316 West Broward Blvd., Plantation, FL 33317, contracted by the City of Miami Gardens for the new Betty T. Ferguson Recreational Complex – Aquatic Center (the "**Project**").

Artist

"**Artist**" means Xavier Cortada, Inc.. An essential and irrevocable condition of this agreement is the direct involvement and responsibility of the Artist identified as "lead artist" for all creative and/or artistic related elements of the Work. Under no circumstances may such responsibility be assigned and/or transferred to any other party.

Construction Manager at Risk

"**Construction Manager at Risk**" refers to N & J Construction, Inc, a business entity selected and contracted by the City of Miami Gardens to implement the construction of the new Betty T. Ferguson Recreational Complex – Aquatic Center.

Construction Project Team

"**Team**" refers to the collaborative forces of the Architect, Construction Manager at Risk, Miami-Dade County, City of Miami Gardens, and any of their related subcontractors.

Consultants

"**Consultants**" means design, engineering or other professional consultants contracted by the City of Miami Gardens and/or the Architect or the Construction Manager at Risk as part of the Project team with which the Artist may be required to interact for purposes of completing the Services as described in this Agreement.

City

"**City**" means City of Miami Gardens, Florida.

County

"**County**" means Miami-Dade County, Florida.

Director

"**Director**" means the Director of the City of Miami Gardens Department of Capital Improvement Projects. The Director may designate a member(s) of his staff for the purposes of working with the Artist on the Work. The authority of the Director described in this Contract will not be delegated to the designated staff person.

Phase II Services

"**Phase II Services**" means those services, in whole or in part, as described under Article I, Section 1.1 and Section 1.3 of this Agreement.

Schematic Design Documents, Design Development Documents and Construction Documents

"**Schematic Design Documents,**" "**Design Development Documents**" and "**Construction Documents**" means the Instruments of Service for the design resolution and the fabrication and installation of the Work as described in Article I of this Agreement.

Services

"**Services**" means the Scope of Services described in Article I of this Agreement.

Site

"**Site**" means the Betty T. Ferguson Recreational Complex located in the vicinity of at 3000 NW 199th St, Miami Gardens, FL 33056.

Trust

"**Trust**" means Miami-Dade County Art in Public Places Trust.

Work

"**Work**" means the Approved Artist's Proposal in its final format (Refer to Exhibit C), which complete concept includes a series of suspended artistic acoustical panels for the 8,313 square foot indoor aquatic center, for which functionality and durability within a corrosive environment shall be of the utmost importance. The "L" shaped pool, which features a bright yellow circular slide and 17' soaring ceilings, will be utilized for recreational swimming and aquatic aerobics. It is imperative that the Artist work collaboratively with a reputable manufacturer with indoor pool installation experience to implement the design and installation of the acoustical panel system. It is also preferred that the panel system be installed predominately above the concrete deck area surrounding the edge of the pool for ease of installation and maintenance. The Artist may wish to consider the aesthetic qualities of the MiMo influenced architecture of the center.

Work Plan

"**Work Plan**" refers to an Artist's outline and schedule of proposed activities in sequential order describing the means and methods proposed for completion of the Work in each of its phases, including the listing of potential subcontractors, vendors, and or fabricators hired by the Artist with their respective relationship to the artwork project (Design / Fabrication / Installation.)

ARTICLE I

SCOPE OF SERVICES

1.1 **BASIC SERVICES - PHASE I Design**

The Artist shall perform all services, including travel, and furnish all supplies, materials and equipment as necessary for the completion of the following specific tasks:

- 1.1.A) Schematic Design Documents - The Artist shall prepare a refined narrative (the "Artist's Proposal Statement") describing the Artist's design intent, drawings, models, graphic or other visual representation of the Work, together with such other data and graphic material as is necessary to portray the Site preparation and permit the Director to assess its feasibility and compliance with applicable statutes and ordinances; and a preliminary project budget (the "Budget") outlining "Probable Construction Costs" for the fabrication, delivery, site preparation and installation of the Work (Exhibit C). The Budget will include applicable headings for all work to be performed by the Artist and any work to be subcontracted by the Artist, as well as any specialty items such as mock-up samples and models anticipated by the Artist to be part of the costs to fabricate and install the Work. The proposal shall be developed within a not-to-exceed budget of **\$152,000.00** which shall be inclusive of Services to be performed by the Artist, from Schematic Design and Design Development through fabrication and installation. Documentation for the Schematic Design Phase of work shall include a listing of potential entities/vendors to be engaged by the Artist and a preliminary breakdown of each proposed portion of their work.
- 1.1.B) Design Development Phase. The Artist shall perform Design Development services to include but not be limited to the following: development of sketch models, research of structural and fabrication engineering requirements for compliance with applicable codes and standards and other related functional attributes of the intended design (as may be applicable), research and determination of the types and sources of materials for the Work, development of prototypes, testing of mock-up(s) if needed for verification of compliance with wind and stress tolerance requirements (all in accordance with the Florida Building Code and other applicable codes and standards), development of a final presentation prototype or working model for review by the Director. In addition to the above-referenced services, the Artist shall, prior to completion of the Design Development Phase, refine the Scope of the Work and complete a Budget Reconciliation Review and submit these written documents to the Director.

The Budget Reconciliation Review will include the drafting by the Artist of a Preliminary Working Budget detailing cost breakdowns for major components of the work, all in sufficient form as to allow the Director to verify fiscal feasibility of the Work as refined under the Design Development Phase. Cost allocations shall be projected to a target completion date of the Work to be mutually agreed upon by the Artist and the Director and Construction Project Team. The Preliminary Working Budget shall include an allocation for permit fees, the cost of surety bonds (Refer to Exhibit D - Performance and Payment Bond) and Insurance in accordance with County requirements as described in Section 4.13. The Preliminary Working Budget shall not exceed the total construction budget amount described in 1.2.E below, unless approved by the Director in writing.

The Artist shall conduct research and recommend sources for materials and/or fabricators for the Work, all in sufficient form to allow the Director to verify compliance with applicable codes and standards, and related long-term maintenance requirements for each proposed design. Preliminary Material Samples shall be furnished and be subject to the Director's approval prior to fabrication in an appropriate scale that allows the Director to properly assess the aesthetic and workmanship quality intended of the finished product. The Artist may be requested to submit up to two (2) samples for each proposed fabrication material and up to (1) sample for proposed technology-based elements of the Work, at no additional cost to the City, which materials will be retained by the City.

As part of the Design Development package the Artist shall develop a Maintenance Program Narrative. The Maintenance Program Narrative shall include a projected cost estimate for replacement parts of the Work (as may be applicable), allowances for the Artist's fee for maintenance (where applicable), and anticipated maintenance procedural requirements for no less than a ten (10) year period from completion of the Work to ensure the proper care and upkeep of the Work. The Artist shall make recommendations based on the latest resources and technologies available at the time that the Maintenance Program Narrative is drafted, with special attention to the logistics and fiscal constraints inherent in the facility where the artwork is to be located. Both parties hereto agree that the Maintenance Program Narrative shall constitute a "working" maintenance plan and may be modified upon request by the Director during the construction phase.

- 1.1.C) Construction Documents and Administration. Upon completion of the Design Development Phase described above, and upon notice to proceed by the Director, the Artist shall finalize Construction Documents for the Work and be engaged in related construction administration activities to include but not be limited to the following: coordination with the

Construction Project Team's architectural/engineering consultants hired for purposes of completing verification of logistical requirements with respect to architectural, structural, electrical engineering considerations for the Site, and conducting site visits for coordination and planning with the Construction Project Team of construction phase of the Work. The Artist will submit to the Director a detailed Budget the form outlined in 1.1.B. In addition, the Artist will submit a **Schedule** ("Project Schedule") for fabrication and installation of the Work that is coordinated with the Construction Project Team's updated and approved construction schedule. All costs associated with this phase of work are inclusive in the Artist's Budget.

- 1.1.D) Construction Documents Format. The Work is to be incorporated into the building and the design is to include all documents by discipline as required by the Florida Building Code to procure a permit to construct the Work from the Authorities Having Jurisdiction (AHJ) - City of Miami Gardens, Building Department. The Artist shall provide three (3) original signed and sealed sets of architectural and engineering drawings, along with engineering calculations and other support documentation for the Work as may be applicable for the Artist to process the plan review by the AHJ. All architectural, engineered drawings, and calculations shall be signed and sealed by appropriately licensed Florida architect (s) or engineer(s). The Artist shall provide manufacturer's product information, specifications, cut sheets, product warranty, material safety data sheets, etc. as may be appropriate to complete the submittals package and inform the Director with respect to the nature and quality of materials being proposed by the Artist for the Work.

1.2 PROCEDURE – PHASE I Design

The Artist shall determine/refine the artistic expression, size, material, texture, color, location and method of fabrication of the Work, all subject to review and acceptance by the Director for compliance with the City's intent for the Project, any related project feasibility considerations as may be applicable, as provided below:

- 1.2.A) Promptly after the approval by the City of the Conceptual Design Proposal, Work Plan, and preliminary project budget, the Artist shall meet with the Director and the Construction Project Team in order to coordinate the process and schedule milestones for the completion of critical tasks and delivery of submittals pursuant to the Services to be performed under this Agreement.
- 1.2.B) The Artist shall coordinate the completion of the Services outlined in this Agreement with the schedule approved by Director, and shall complete the Instruments of Services for Phase I – Design on or before **February 1, 2011**.

- 1.2.C) All required submittals shall be delivered to the Director in sufficient form to allow for review, comments, and acceptance of the material. Submittals may be delivered for preliminary review in an acceptable electronic format (PDF). All submittals are subject to review and comments by the Director, the Director's designated staff, and the Construction Project Team.
- 1.2.D) Timeframe for completing the review and acceptance of submittals is at the sole discretion of the Director. However, a reasonable time of 10 working days shall be anticipated for completion of each required review.
- 1.2.E) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit to the Director a **Schedule** which **shall be coordinated with the Construction Project Team's then current updated and approved construction schedule** and finalized **Budget of Probable Construction Costs** for the Work and negotiate an agreement for Phase II Services for the Work to include Fabrication, Installation and/or Construction Management Services, which total aggregate amount **shall not exceed \$52,000.00.**
- 1.2.F) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit proof to the Director, final releases of claims from each of its subconsultants, subcontractors, vendors, and material suppliers, or a Consent of Surety that satisfies the requirements of Section 10-35 Code, Miami-Dade County, Florida.

1.3 BASIC SERVICES – PHASE II Fabrication and Installation

It is anticipated that based on the satisfactory completion of Phase I Design Services and notice of acceptance by the Director, basic services for Phase II Fabrication and Installation may be negotiated by and between the Artist and the Director, including additional fee and costs as are appropriate. Negotiations for Phase II Services may commence during performance of this Agreement or after the completion of the Services outlined herein, if mutually agreed upon in writing by the Artist and the City. The Phase II negotiated services, if approved by the City, will be incorporated into this Agreement by form of an Amendment and/or Addendum as deemed appropriate by the Director. The following Basic Services may be contracted in whole or in part as a result of the Director's acceptance of the Phase I Design Services and may be negotiated at a later date:

- 1.3.A) Fabrication of the Work: when the Work is to be fabricated and installed by the Artist.

- 1.3.B) Construction Management Services: to include the on-site observation and monitoring of the progress, process, and quality of installation of the of the Work, when the Work is to be installed under the Construction Manager at Risk contract, and which involves the Artist's making periodic trips to the site to assist the Director and the Construction Project Team in verifying compliance with the Construction Documents and the Artistic Design Intent as developed for the Work.
- 1.3.C) Installation: of special items or of the Work when deemed by the Director as not able or desirable to be completed by any party other than the Artist.
- 1.3.D) Review and Approval: of Artist's design-related construction material samples, shop drawings and/or other third party submissions for conformance with the Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.E) Documentation & Reporting: to include providing the Director and the Construction Project Team with field reports documenting site activity observed with any recommendations necessary to assure conformance to Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.F) Documentation of the Work. The Artist shall, upon installation of the Work and on or before submittal of a final request for payment, deliver to the Director the following documentation of the Work for the City:
- 1.3.F.1) Two (2) CDs containing high resolution (image size not smaller than 5x7 with a resolution of at least 300 dpi) and low resolution digital photographs (4x6 size at 100 dpi) of the completed Work, taken from at least three (3) different viewpoints, for a total of no less than twelve (12) images;
- 1.3.F.2) Two (2) sets of at least four (4) different 8" x 10" color photographic prints that best represent the completed Work;
- 1.3.F.3) Three (3) copies of each booklet, brochure, catalogue, print or invitation notice, if any, prepared by or at the direction and control of the Artist, pertaining to the Work performed under the terms of this Agreement; and
- 1.3.F.4) One (1) full set of "as built" drawings as well as any and all construction, fabrication and installation specifications, drawings or other documentation pertaining to the Work.

Electronic files and photographs shall be of acceptable professional quality in the determination of the Director and shall be properly marked.

1.4 PROCEDURE – PHASE II Fabrication and Installation

Authorization to proceed with Phase II is contingent upon successful completion of Phase I – Design and on the new Betty T. Ferguson Recreational Complex – Aquatic Center project generating the funding for this artwork commission. Additional terms and conditions for Phase II Work may be incorporated into this Agreement via Amendment or Addendum as deemed appropriate by the Director, and approved by the City, and as particularly described below:

- 1.4.A) Promptly after the execution of the Phase II Agreement, the Artist shall meet with the Director, the Construction Project Team, and any other party related to the project to coordinate the fabrication and installation process and schedule milestones for the completion of tasks pursuant to the Services to be performed under the Phase II Agreement.
- 1.4.B) The Artist shall coordinate the completion of the Services outlined in the Phase II Agreement with the Construction Project Team's updated and approved construction schedule and shall update the Schedule for the Work in coordination with updates made by the Construction Project Team to the construction schedule for the new Betty T. Ferguson Recreational Complex – Aquatic Center. The Artist shall submit to the Director for approval each updated Schedule for the Work.
- 1.4.C) Immediately upon receipt of the Notice to Proceed for Phase II, the Artist shall begin fabrication of the Work to be completed and installed within the timeframe set forth in the Schedule.
- 1.4.D) During the performance of Phase II Services, the Artist shall submit proof to the Director, of releases of claim for every progress payment made by the Artist to his/her fabricators, contractors, and or any other entity hired by the Artist for purposes of completing the Work. The Artist shall fully comply with this requirement prior to submittal of a final payment request for services outlined in Phase II Agreement.

ARTICLE II

COMPENSATION

2.1 FIRM FIXED PRICE

The City shall pay the Artist a Fixed Fee (the "**Artist's Fixed Fee**") for PHASE I - Design in the fixed fee amount of ONE HUNDRED THOUSAND DOLLARS & NO CENTS (**\$100,000**) (the "**Contract Amount**"). THE FIXED FEE SHALL CONSTITUTE FULL COMPENSATION FOR ALL SERVICES AND MATERIALS TO BE PERFORMED AND FURNISHED BY THE ARTIST UNDER THIS AGREEMENT, INCLUDING THE ARTIST'S FEE, CONSULTING FEES, AND/OR ANY RELATED OVERHEAD EXPENSES AND TRAVEL.

2.2 METHOD OF PAYMENT

2.2.A) Artist's Fixed Fee for Design Development

The City shall pay the Artist the Fixed Fee for Design Development Services for the Work in the following installments:

- 2.2.A.1) \$15,000 upon execution of this Agreement, completion of the Project Orientation Meeting, submittal of the Work Plan and Preliminary Project Budget, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.2) \$20,000 upon Artist submittal to the Director of proof of agreement with local A/E, and Notice to Proceed for A/E Design Services, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.3) \$25,000 upon the date that the Artist submits to the Director a substantially complete set of Design Documents, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.4) \$20,000 upon the date that the Artist notifies to the City the completion of 60% Construction Documents, submittal of documentation for verification and approval by the Director, and invoice by the Artist.
- 2.2.A.5) \$20,000 upon the date that the Artist delivers to the City a complete and permittable Construction Document Set (as set forth in Section 1.1.D), verification and acceptance by the Director, and invoice by the Artist.

2.2.B) Phase II – Fabrication & Installation

Disbursement of payments due to the Artist for Phase II – Fabrication & Installation Services shall be determined by the Director and the Artist upon completion and acceptance by the Director of Phase I – Design and incorporated herein as an

addendum (Phase II Payment Schedule Addendum), in accordance with applicable provisions set forth in this Agreement. The Artist's Fee for Phase II shall be negotiated by the Artist and the Director subject to the finalized scope of services submitted by the Artist and approved by the Director and incorporated as an addendum to this Agreement. The Director reserves the right to either itemize fees payable under Phase II or issue the Addendum based on a lump sum amount, which cumulative amount shall not exceed the Contract Amount stipulated under Section 1.2.E above. The Artist shall be responsible for procuring the services of a licensed subcontractor to procure all necessary permits, bonding and insurance as needed for any of the Work.

Eligibility for payment shall be subject to verification by the Director that each stage has been completed in accordance with this Agreement.

ARTICLE III

TIME OF PERFORMANCE

3.1 DURATION

The Services to be required of the Artist as set forth in Article I, Scope of Services, shall commence upon the execution of this Agreement and shall be completed and installed in adherence with the Schedule for completion of the Work and in coordination with the construction schedule established and maintained by the Construction Project Team for the new Betty T. Ferguson Recreational Complex – Aquatic Center. It is the Artist's explicit responsibility to monitor and coordinate all aspects of scheduling in conjunction with the Construction Project Team. Discrepancies in scheduling that may result in Artist's claims for extension of time and/or additional compensation must be documented pursuant to Section 4.17 of this Agreement. Receipt by the Artist of a fully executed copy of this Agreement shall constitute the Notice to Proceed with the Work as outlined in this Agreement.

3.2 CONSTRUCTION DELAYS

In the event that the Artist completes fabrication or procurement of the Work in accordance with the above-referenced Schedule and is delayed from installing it on or before the time specified in the Schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Work therein, the Artist shall be reimbursed for reasonable storage costs and any additional compensation related to the delay, incurred for the period between the time specified in the Schedule for installation and the date upon which construction of the Site is sufficiently complete to reasonably permit installation of the Work. All Artist's delay claims seeking additional compensation must be documented to the Director's satisfaction pursuant to Section 4.17 of this Agreement.

3.3 EARLY COMPLETION OF THE ARTIST SERVICES

In the event that the Artist completes Services as set forth in Article I prior to the time specified in the Schedule for installation, and, as a result thereof, incurs storage costs, the Artist shall bear the full cost of such storage.

3.4 DELAY BY ARTIST

In the event the Artist causes a delay that impacts the construction schedule, the Artist shall have the duty to accelerate his services to mitigate the delay at no additional cost to the City. If the Artist is unable to mitigate the delay in an acceptable and effective manner, the Director may terminate this Agreement pursuant to Section 4.6.B of this Agreement.

ARTICLE IV

GENERAL CONDITIONS-PHASE I & II

4.1 OWNERSHIP OF INSTRUMENTS OF SERVICE

Upon completion of the Services, all design materials including but not limited to renderings, models, mock ups, plans, samples and other documentation as outlined under Section 1.3.F, developed by the Artist and delivered to the Director for the purpose of this Agreement, shall become the property of the City. All material data and documentation as described herein shall be delivered to the Director prior to completion of the Agreement and final payment to the Artist. The Artist shall retain sole ownership of the copyright to the Work. The City reserves the right to appropriate use of all material data and documentation for public exhibition, publication, and or recordkeeping purposes of the City.

4.2 TIME EXTENSIONS

A reasonable extension of contract time, at no additional cost to the City, will be granted by the Director in the event there is a delay on the part of the Construction Project Team or should conditions beyond the Artist's control or Acts of God render performance of its duties impossible. Where such conditions arise, the Artist shall so notify the Director in writing with an explanation describing the circumstances that do not permit him/her to complete the Services as described in this Agreement in the time allotted. In such event, the parties hereto understand and agree that the Director shall be the sole judge of what constitutes "beyond the Artist's control". An Artist's claim for a compensable time extension shall follow the procedures outlined under Section 4.17 of this Agreement.

4.3 WARRANTY OF ORIGINALITY

The Artist warrants that the tangible objects it delivers to the City in the performance of this Agreement shall be the result of the artistic efforts of the Artist and that, unless otherwise stipulated, the Work shall be unique and an

edition of one. The Artist shall not reproduce in any scale this Work and or a substantially similar Work without the Director's explicit written consent.

4.4 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

A material element of this Agreement is the personal skill, judgment and creativity of the lead Artist. Therefore, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Work to another party without the prior written approval of the Director.

4.5 INDEPENDENT CONTRACTOR

The Artist is an independent contractor and nothing in this Agreement shall be construed as constituting the Artist an employee, agent or representative of the City. Any employee of the City shall not supervise the Artist, nor shall the Artist exercise supervision over any employee or officials of the City. There are no third party beneficiaries to this Agreement.

4.6 TERMINATION AND SUSPENSION OF SERVICES

The services to be performed under this Agreement may be terminated by either party, subject to written notice submitted thirty (30) days from termination, provided that attempts to reconcile the reason for termination have been undertaken but failed. The notice shall specify whether the termination is for convenience or cause.

4.6.A) Termination for Convenience

4.6.A.1) If termination for convenience by the City, the Artist shall have an equitable adjustment in the fee (without allowance for an anticipated profit on unperformed services) in which event the City shall have the right at its discretion to possession and transfer of title to the sketches, design, and models already produced and submitted or produced for submission by the Artist under this Agreement prior to the date of termination, provided that no right to fabricate or execute the Work shall pass to the City.

4.6.A.2) If termination for convenience by the Artist, the Artist shall remit to the City a sum equal to all payments (if any) made to the Artist pursuant to this Agreement prior to termination. The City shall revert title of the Work to the Artist and return any material data and or work in progress to the extent that such return does not impact City property.

4.6.B.) Termination for Cause

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the

covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate.

4.6.B.1) If default by the City, the City shall promptly compensate the Artist for all services properly performed by the Artist prior to termination.

4.6.B.2) If default by the Artist, all finished and unfinished drawings, sketches, photographs, maquettes, prototypes, or other work products prepared and submitted by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate and or execute the Work shall pass to the City. The City shall promptly compensate the Artist for all services performed satisfactorily by the Artist prior to termination.

4.6.B.3) Notwithstanding any of these conditions, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist are determined.

4.6.C.) **Suspension of Services**

The Director may at any time suspend this Agreement for a period not exceeding one hundred twenty (120) days or such further period to which the parties may agree, by giving written notice to the Artist of such suspension, which all shall become effective upon receipt by the Artist of the written suspension notice. An equitable adjustment shall be made in the time of performance of the Services, and the Agreement shall be modified accordingly, if the suspension results in an increase in the time required for performance of the Services and compensation payable to the Artist under Article II shall be modified in accordance with costs, if any, as demonstrated and documented pursuant to Section 4.17 by the Artist to result directly from such suspension.

4.7 PUBLICITY AND NEWS RELEASES

The Artist shall not during the performance of this Agreement disseminate publicity or news releases regarding this project or the Services without prior written approval of the Director.

4.8 CODE COMPLIANCE

All work shall be done in compliance with Florida Building Code. The approval of the structural acceptability of the artwork shall be determined in consultation with the governing Authorities Having Jurisdiction (AHJ) – City of Miami Gardens Building Department officials to assure compatibility with all applicable statutes and regulations.

4.9 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

In connection with the execution of this Agreement, the Artist shall not discriminate against employees or applicants for employment because of race, religion, color, age, sex, ancestry, marital status, physical handicap, place of birth, sexual orientation, or national origin. The Artist shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; and selection for training, including apprenticeship.

4.10 ON SITE SUPERVISION

The Artist will be personally involved in all phases of the Work's development, fabrication and installation. The Artist shall be on site periodically during the time that the Work is being installed as required to ensure that the Work is being installed in accordance with the Artist's Design Intent.

4.11 FINAL ACCEPTANCE

When the Artist's Services have been completed, the Artist shall so advise the Director in writing. Within thirty (30) days of receipt of such notice the Director shall give the Artist notice in writing of any services that have yet to be satisfactorily completed ("Punch List".) Upon completion of such Punch List services, the Artist shall notify the Director, and within thirty (30) days of receipt of such notice, the Director shall give the Artist written notice of final acceptance or notice of the specified unfinished Punch List services. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the City under any other section of this Agreement.

4.12 RISK OF LOSS

The Artist shall bear the full risk of loss of or damage to the Work until the Services have been completed and the Work installed and accepted by the Director. The Artist shall take such measures and precautions as are necessary to protect the Work from loss or damage.

4.13 INSURANCE

Prior to commencement of Phase II – Fabrication and Installation services, the Artist shall furnish or cause its Contractor to furnish to the City of Miami Gardens, c/o Department of Capital Improvement Projects, 1515 NW 167th Street, #200,

Miami Gardens, Florida 33169, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A) Worker's Compensation Insurance for all employees as required by Florida Statute 440.
- B) Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. City of Miami Gardens must be shown as an additional insured with respect to this coverage.
- C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D) Owner's Protective Liability Insurance-issued in the name of City of Miami Gardens as sole insured, in an amount as indicated in (B) above. This policy must be endorsed to indicate that any premium whether deposit or final, shall be the sole obligation of the Artist and/or its Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without (30) days written advance notice to the Certificate Holder.

4.14 INDEMNITY

Except as specified in subparagraph 4.21(d) below, the terms of which shall govern and control, the Artist shall defend, indemnify and hold the City and its officers, employees, agents and instrumentalities from any and all liability, losses and damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits or causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from the negligent performance or willful misconduct of the Artist or its employees, agents, servants, partners, principals or subcontractors. The Artist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys fees which may issue thereon. The Artist expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Artist shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

4.15 LISTING OF FIRST-TIER SUBCONTRACTORS & MATERIAL SUPPLIERS

Prior to ordering any material supplies or commencing fabrication of the Work, the Artist shall provide the Director a listing of all contractors the Artist intends to hire for purposes of completing the Services of this Agreement and any material supplier sources the Artist intends to utilize for major components of the Work. "Major Components" shall mean single source material purchases that represent twenty percent (20%) or more of the total estimated construction material costs for the Work as identified in the Artist's Statement of Probable Construction Cost. The Artist shall identify the type of work each first-tier subcontractor is to perform and the estimated value thereof. Upon submittal of the list by the Artist and approval by the Director, the Artist shall not thereafter make any change to the approved list without prior written approval by the Director.

4.16 CHANGES/ADDITIONAL SERVICES

The Artist and the City may, from time to time, agree on changes in the nature of or in the time of Services. Such agreement shall be in writing and signed by both parties. The Director can act without further approval by the City if the cost and risk to the City are not affected. The Director shall act without approval of the City to modify the Compensation Schedule provided that the total payments on the project do not exceed the stipulated amount under Section 2.1 and the Director receives a signed acceptance from the Artist of the modified Payment Schedule. Any Services requested of the Artist by the City outside those outlined in the terms of this Agreement, or changes requested by the City to the Work or the timetable for completion which materially expands the scope of work are considered Additional Services. The City and Artist agree to mutually assess any Additional Services and equitably adjust the amount of compensation accordingly. The City retains the right for equitable credit, to be consistent with

the terms and conditions as described herein, for changes in the Work which result in a reduction of the scope of work as outlined in this Agreement.

4.17 CLAIMS FOR ADDITIONAL COMPENSATION

- 4.17.A) No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.
- 4.17.B) Each and every claim shall be made in writing and delivered to the Director as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than 10 days after the event or occurrence. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than 10 days after the event causing the claim, by written confirmation of the claim information
- 4.17.C) Each and every claim shall state:
- 4.17.C.1. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.
- 4.17.C.2. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as job site location, affected trades, contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim
- 4.17.C.3. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar

value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

- 4.17.C.4. The claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- 4.17.C.5. Any claim for additional monies that also involves a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim.
- 4.17.C.6. No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of this Agreement. Failure of the Artist to make a specific reservation of rights regarding any such disputed amounts within the Request for Partial Payment or the Request for Final Payment shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim,
- 4.17.D) The currently approved schedule(s) for the Work shall be the basis for interpreting any and all time-associated provisions of the Agreement including proposed time extensions. Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedule, and conclusively proving the validity of the proposed extension
- 4.17.E) Director and or his designee shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within 60 days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent amendment and or addendum to this Agreement to be approved by the City. If the parties fail to reach an agreement on a recognized claim, the City shall pay to the Artist the amount of money it deems reasonable to compensate the Artist for the recognized claim.

- 4.17.F) The Artist shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.
- 4.17.G) With regard to any and all claims for additional compensation resulting from delays to the Work, the Artist assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.
- (1) Home office expenses or any direct costs incurred
 - (2) Loss of anticipated profits on this or any other project
 - (3) Loss of bonding capacity or capability
 - (4) Losses due to other projects not bid on
 - (5) Loss of business opportunities.
 - (6) Loss of productivity on this or any other project
 - (7) Loss of interest income on funds not paid
 - (8) Costs to prepare, negotiate or prosecute claims
 - (9) Costs spent to achieve compliance with applicable laws and ordinances

4.18 RIGHT OF DECISION

All Services shall be performed by the Artist at the sole direction of and to the reasonable satisfaction of the Director who shall decide all claims, questions or disputes concerning the prosecution and fulfillment of the Services hereunder, and the character, quality, amount and value thereof, and the Director's decisions thereon shall be conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. All decisions of the Director shall be written and transmitted, pursuant to Section 4.19 to the Artist. In the event that the Artist does not concur in the judgments of the Director, the Artist shall present his written objections to the Department of Capital Improvement Projects Assistant City Manager within thirty (30) days from the date of the Artist's receipt of such written decision. The Director and the Artist shall abide by the decision of the Assistant City Manager.

4.19 NOTICES

All communications relating to the day-to-day activities shall be exchanged between the Artist, or his authorized representative, and the Director or authorized representative of the City. Such authorized representatives shall be designated in writing promptly upon commencement of the Services. Any notices, reports, or other written communications from the Artist to the City shall be considered delivered when posted or delivered in person to the Director. Any notices, reports, or other communications from the City to the Artist shall be considered delivered when posted to the Artist at the last address left on file with the City, or delivered in person to said Artist or his authorized representative.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to the City:

Brandan DeCaro, Director
City of Miami Gardens, Department of
Capital Improvement Projects
1515 NW 167th Street, #200
Miami Gardens, FL 33169
E-mail: cgoetzman@miamigardens-fl.gov

If to the Artist:

Xavier Cortada, Inc.

3621 SW 3rd Ave
Miami, FL 33145
xavier@cortada.com

4.20 SURVIVING COVENANTS

The covenants and obligations set forth in this Article IV, Section 4.20 shall survive the completion of installation of the Work and shall continue for a period ending on the twentieth anniversary of the Artist's death.

- 4.20.A) Maintenance of the Work. The City recognizes that although normal maintenance of the Work will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Work. The City shall assure such regular maintenance according to the written specifications of the Artist, and shall protect and maintain the Work against the ravages of time, vandalism and the elements, and to the extent practicable shall make all significant repairs and restorations of the Work in accordance with Section 4.20(E) below.
- 4.20.B) Notice. The City shall at its expense prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a tasteful public notice including the Artists' name, and shall maintain such notice in good repair against the ravages of time, vandalism and the elements.
- 4.20.C) Permanent Record. Issuance of Final Payment for the Work shall indicate to the Artist the official acceptance and adoption of provisions of this Article IV, Section 4.20 by the Miami-Dade Art in Public Places Trust. The Trust shall ensure that the City maintains in an appropriate place a permanent record of this Agreement, such resolution and the location and history of the Work.
- 4.20.D) Alteration of the Site or of the Work. It is an inherent nature of any site to be vulnerable to physical alterations of varying degrees that may arise out of a functional need consistent with its intended design and usage and/or the operational requirements of the Site.

Respectively, the integrity and authenticity of the Work may become compromised by an alteration of the Site if the Work is an integral component of the Site. It is with the express understanding above that the Artist hereby agrees to waive all rights to monetary compensation for any acts arising out of operational requirements which may cause alterations to the Site and/or the Work.

The City shall notify the Artist of any proposed alteration of the Work or of the Site that would affect the intended character and appearance of the Work, and shall consult with the Artist in the planning of any such alteration. If any such alteration of the Site or of the Work is made without the express written approval of the Artist, the Artist may elect, upon a minimum forty-eight (48) hours written notice to the Director, to enter upon the Site and at the expense of the City remove or obliterate the public notice referred to in Section 4.20(B) above, as well as any signature or other emblem identifying the Artist with the Work, and may take such other action as he/she may choose in order to disavow the Work.

- 4.20.E) Repairs & Restorations of the Work. The City shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations of a significant nature. If the Artist fails or refuses to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and the Artist may, at the discretion of the City, be paid a reasonable fee for any such service, provided that both parties prior to the execution of such services mutually agree upon the fee in writing.
- 4.20.F) Changes of Address. The Artist shall notify the City of changes of address and telephone/fax numbers, and his/her failure to do so, if such failure prevents the City from locating him/her, shall be deemed a waiver by the Artist of his/her rights to enforce those provisions of this Agreement that require the express approval of the Artist.
- 4.20.G) Copyright Transfer. The Artist shall notify the City of a transfer in the ownership of the copyright and provide name, title, current address and telephone/fax numbers to the City in such event. Any transfer of copyright must carry with it the requirement for the City's right to appropriate use of all material data and documentation for public exhibition, publication, and or recordkeeping purposes of the City.

4.21 MISCELLANEOUS CONDITIONS

- 4.21.A) Project Coordination. The Artist and/or his subcontractor(s) will conduct their operations in coordination with the Construction Project Team so as to minimize any impact on the progress of other work by others. The Artist and/or his subcontractor(s) may be required from time to time to attend site coordination meetings and provide the Director upon request updated schedules for the Work.
- 4.21.B) Notice of Potential Project Delays and or Claims for Additional Compensation. The Artist shall notify the Director in writing of any potential claims for construction delays and/or for additional compensation which may arise within the scope of this Agreement pursuant to the conditions set forth in Section 4.17. Failure to do so shall constitute a waiver of the claim.
- 4.21.C) Site Inspections/Site Conditions/Staging Requirements. Prior to mobilization, the Artist and/or his subcontractor(s) shall visit and inspect the Site. Subsequent to such inspection and throughout the course of the Work the Artist shall notify the Director of any storage, access, power, water and other requirements for proper installation of the Work that are not to be provided by the Artist. The Artist shall notify the Director in writing of any adverse Site conditions that may impede or otherwise impact the smooth and normal progress of the Work and which require resolution before proceeding with any portion of the Work. The Artist shall provide such notice within a reasonable amount of time so as to allow the Director to properly coordinate with the field and not create any delays to the construction schedule.
- 4.21.D) Job Safety. The Artist and/or his subcontractor(s) are responsible for compliance with OSHA and/or other Federal, State, County or City safety requirements and shall ensure said compliance is maintained throughout the duration of the Work.
- 4.21.E) Restricted "Off" Work Hours. Where applicable, the Artist and/or his subcontractor(s) shall observe and comply with any Restricted "Off" Work Hours requirements. Artist shall submit to the Director in writing any request(s) to perform work other than during "normal work hours" and said request shall be subject to approval by the Construction Management Team.

(THIS SPACE IS LEFT INTENTIONALLY BLANK)

4.22 ENTIRETY OF AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate formal action of the City. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2010.

ATTEST:
RONETTA TAYLOR, CMC

CITY OF MIAMI GARDENS, FLORIDA

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

ATTEST:

BY: _____
ARTIST

WITNESS



City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	January 26, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	Stormwater Fund Public Works		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid #:			
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> 2. Improve City infrastructure 2.5 Increase Citywide tree Canopy (planting trees)		
Sponsor Name	Danny O. Crew, City Manager		Department:	Public Works		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS587 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND FOUR HUNDRED AND SIXTY-SEVEN DOLLARS (\$56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City has contracted with the Florida Department of Corrections (FDOC) since 2005 to utilize work squads to collect litter as a stormwater preventive maintenance practice(reducing the amount of litter accumulating in the drainage system from rainwater runoff can cause drains to overflow and flooding issues to occur), remove graffiti, and assist public works crews with landscaping tasks throughout the City. In 2006 and 2009 the City added two additional FDOC work squads to help with the overwhelming workload.

As of March 1, 2011 the contract for our first work squad # WS587 will expire. Staff recommends we renew this agreement so the work squad can continue to assist the Public Works Department.

**ITEM K-4) CONSENT AGENDA
RESOLUTION
Agreement with FL Dept. of Correction**

FDOC has proposed amendments to the current agreement, as to reflect amendments that are being made to other municipalities. These include:

- Renewal of the Contract for one (1) year;
- Revises the end date of the Contract to March 1, 2012;
- Replaces "Addendum A" with "Revised Addendum A" effective March 2, 2011.

Contract cost to the City will remain the same as last year, \$56,467. Other terms and conditions of the contract remain the same.

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the City Manager to renew Contract #WS587 with Florida Department of Correction for an additional year and to pay the associated amount of \$56,467.

Attachment:

Attachment 1: Contract #WS587 with (**Amendment 1**)

RESOLUTION NO. 2011_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE
5 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT
6 CERTAIN AGREEMENT AND ADDENDUM WITH THE FLORIDA
7 DEPARTMENT OF CORRECTIONS WORK SQUAD #WS587 FOR
8 PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX
9 THOUSAND FOUR HUNDRED AND SIXTY-SEVEN DOLLARS
10 (\$56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;
11 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
12 PROVIDING AN EFFECTIVE DATE.

13
14 WHEREAS, the City of Miami Gardens and the Florida Department of
15 Corrections ("FDOC") are currently operating under several agreements whereby the
16 FDOC provides minimum custody inmates to remove graffiti, collect litter and other
17 debris, and assist the Department of Public Works with landscaping throughout the City,
18 and

19 WHEREAS, on March 1, 2011, the contract for work squad #WS587 will expire,

20 and

21 WHEREAS, City Staff recommends the renewal of the agreement with FDOC to
22 allow the work squads to continue to assist the Department of Public Works,

23 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
24 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

25 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
26 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
27 made a specific part of this Resolution.

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
29 hereby authorizes the City Manager and the City Clerk to execute and attest
30 respectively, that certain Agreement and Addendum with the Florida Department of

31 Corrections for public works services in the amount of Fifty-Six Thousand Four Hundred
32 Sixty-Seven Dollars (\$56,467.00), a copy of which is attached hereto as Exhibit "A".

33 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
34 authorized to obtain two (2) fully executed copies of the subject Agreement and
35 Addendum with the Florida Department of Corrections, with one (1) to be maintained by
36 the City, and one (1) to be delivered to the Florida Department of Corrections.

37 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
38 upon its final passage.

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
40 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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Moved by: _____

61

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VOTE: _____

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Mayor Shirley Gibson _____ (Yes) _____ (No)

65

Vice Mayor Aaron Campbell _____ (Yes) _____ (No)

66

Councilwoman Lisa Davis _____ (Yes) _____ (No)

67

Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

Page 121 of 198

68	Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
69	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
70	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF MIAMI GARDENS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and City of Miami Gardens ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I, B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I, A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective March 2, 2011.

Original contract period: March 2, 2010 through March 1, 2011

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I, A., Contract Term**, is hereby revised to read:

A. This Contract began March 2, 2010 and shall end at midnight on March 1, 2012.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective March 2, 2011.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

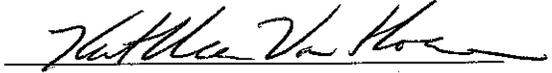
AGENCY: CITY OF MIAMI GARDENS

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY: _____
NAME: **Richard D. Davison**
TITLE: **Deputy Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: 
NAME: **Kathleen Von Hoene**
TITLE: **General Counsel
Department of Corrections**
DATE: 12/15/10

Revised Addendum A
 Inmate Work Squad Detail of Costs For The City of Miami Gardens
 Interagency Contract Number WS587 Effective March 2, 2011

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 52,729.00 **	\$ 52,729.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 398.00	\$ 398.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 1,500.00	\$ 1,500.00
Technology Fee		\$ 391.00	\$ 391.00
TOTAL - To Be Billed By Contract To Agency		\$ 57,217.00	\$ 55,717.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay.
 IA. The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1
 \$ 750.00
 \$ 750.00

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

Revised Addendum A
Inmate Work Squad Detail of Costs For The City of Miami Gardens
Interagency Contract Number WS587 Effective March 2, 2011

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Total Cost	
\$	-
\$	-
\$	-

Number of Units	
	1

Per Unit Cost	

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY: **Per Unit Cost**

Hand Held Radio MACOM \$4,318.00

Vehicle Mounted Radio MACOM \$4,414.00

TOTAL Operating Capital To Be Advanced By Agency

Total Cost	
\$0.00	
\$0.00	

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost	
\$55,717.00	
\$750.00	
\$56,467.00	

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

Total Cost	
\$56,467.00	

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

VIII. OVERTIME COSTS:
 If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs For The City of Miami Gardens
Interagency Contract Number WS587 Effective March 2, 2011

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	01/26/2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	x			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		x	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)				
Funding Source:	(Enter Fund & Dept) Ex: General Fund- Police		Advertising Requirement:	Yes		No	
			(Enter X in box)			x	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	(Enter #)			
(Enter X in box)		x					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) n/a			
(Enter X in box)		x	Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
Sponsor Name	Councilwoman Lisa C. Davis		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN LISA C. DAVIS' APPOINTMENT OF SUSAN E. BURNS, TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the City of Miami Gardens Commission For Women Advisory Committee, Councilwoman Lisa C. Davis, hereby submits her appointee for membership in accordance with applicable ordinances. Effective upon ratification, the committee will recognize Susan E. Burns, as an appointee of Councilwoman Lisa C. Davis

This appointment is for a one year term.

Proposed Action:

That the City Council approves Councilwoman Davis' appointment of Susan E. Burns to the City of Miami Gardens Commission For Women Advisory Committee.

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Councilwoman Davis's appointment
to Commission for Women**

Attachment:

Committee Application

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN LISA C. DAVIS' APPOINTMENT OF SUSAN E. BURNS, TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established a Commission for Women ("Commission") to serve in an advisory capacity by making studies, reports and recommendations to the City Council and to the City Manager, in respect to all matters pertaining to the status of all women in Miami Gardens, and

WHEREAS, the Mayor and each member of the City Council is to appoint two members to the Commission for two (2) and three (3) year terms respectively, and

WHEREAS, Councilwoman Lisa C. Davis has appointed, Susan E. Burns to the Commission for a term of three (3) years, and

WHEREAS, it is appropriate for the City Council to ratify Councilwoman Lisa C. Davis' appointment,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. APPOINTMENT: The City Council of the City of Miami Gardens hereby ratifies Councilwoman Lisa C. Davis' appointment of Susan E. Burns to the Commission for a term of three (3) years.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

MOVED BY:
SECOND BY:

VOTE:

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Aaron Campbell Jr.	___(Yes)	___(No)
Councilwoman Lisa C. Davis	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Felicia Robinson	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)



CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200
Miami Gardens, FL 33169

Phone No. 305-622-8000
Fax No. 305-622-8001

- 1. Position sought: Commission for Women Advisory Committee
2. Name: Susan E. Burns
3. Home Address: 435 N.W. 202nd Terrace, Miami Gardens, FL 33169
4. Business Address: 435 N.W. 202nd Terrace, Miami Gardens, FL 33169
5. Employer (if self please state): SUVIDY, INC. (Self-employed)

a. Job Title: Co-owner
b. Nature of business: CCTV/Monitor Cameras

- 6. Home Phone No. 305-651-4942 Business Phone No. 305-651-4942
7. E-mail Address: s_eady@bellsouth.net Fax No. N/A

- 8. Education Background:
a. High School Name of School South Miami Sr Dates of Attendance 1973 Graduate
b. Vocational School Name of School N/A Dates of Attendance N/A
c. College Name of College N/A Dates of attendance N/A
Degree obtained if any N/A

Please provide a copy of your Resume or CV along with this Application.

- 9. Community Service (attach additional sheets if necessary):
Andover Civic Association Board Member
10. Please state your qualifications for position sought (attach additional sheets if necessary):
I am interested in issues that will benefit the women of the City of Miami Gardens.

SUSAN E. BURNS
435 N.W. 202nd Terrace
Miami Gardens, FL 33169
Tel: (305) 753-1641

EXPERIENCE:

Sept. 1994 – Dec. 2010: **SUVIDY, INC.**
 19577 N.W. 2nd Avenue
 Miami Gardens, FL 33169
 Tel: (305) 622-9087

Title: **Vice President, Co-owner**

Duties:

- Responsible for all accounting procedures.
- Prepare U-Haul truck rental contracts.
- Prepare all repair invoices.
- Offer secretarial services (invoices, proposals, faxes) to small businesses in the area.
- Perform as receptionist for business.
- Prepare Monthly and Quarterly Reports for business.
- Prepare all Security Systems sales and installations invoices.

April 2010 – Aug. 2010: **U.S. CENSUS**
 Miami-Dade Northeast Office
 Miami, FL
 1-866-681-2010

Title: **Crew Leader Assistant/Enumerator**

Duties:

- Assisted the Crew Leader to ensure work was completed according to procedures and on schedule.
- Met daily with enumerators to assign work and conduct quality control on their paperwork to ensure accuracy and completeness.
- Submitted completed and acceptable materials to Crew Leader on a regular basis.
- Observed enumerators in the field and provided on-the-spot assistance.
- Reviewed daily payroll forms for accuracy and completeness.
- Planned work by reviewing area to determine organization of neighborhoods and locate households for conducting interviews.
- Conducted interviews with residents in assigned areas by following stringent guidelines and confidentiality laws. Explained the purpose of the census interview, answered residents' questions, elicited information following a script, and recorded census data on forms.
- Maintained records of hours worked, units produced, miles driven, quality control results, and expenses incurred in the performance of duties.

May 1974- Dec. 1994: AEROCOM
3090 S.W. 37th Avenue
Miami, FL 33133

Title: Contracts Administrator

Duties:

- Responsible for all domestic and international Sales orders.
- Prepared all invoices and shipping documentation.
- Prepared all Letters of Credit documents.
- Performed receptionist and mail duties, when necessary.

SKILLS:

- Proficient in Microsoft Word and Excel.
- Ability to learn other required software.
- Strong written and oral communication skills.
- Notary Public of the State of Florida.

EDUCATION:

- South Miami High School, Graduated 1973



City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	01/26/2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	x			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		x	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)				
Funding Source:	(Enter Fund & Dept) Ex: General Fund- Police		Advertising Requirement:	Yes		No	
			(Enter X in box)			x	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	(Enter #)			
(Enter X in box)		x					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)		x	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	n/a			
Sponsor Name	Vice Mayor Aaron Campbell Jr.		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR AARON CAMPBELL'S REAPPOINTMENT OF TIMOTHY W. TURNER TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Parks and Recreation Advisory Committee, Vice Mayor Aaron Campbell Jr. hereby submits his appointee for membership in accordance with applicable ordinances. Effective upon ratification, the committee will recognize Timothy W. Turner as an appointee of Vice Mayor Aaron Campbell Jr.

This appointment is for a one year term.

Proposed Action:

That the City Council approves Vice Mayor Campbell Jr's reappointment of Timothy W. Turner to the Parks and Recreation Advisory Committee.

**ITEM K-6) CONSENT AGENDA
RESOLUTION
Vice Mayor Campbell's appointment
to Parks & Rec Advisory Committee**

Attachment:

Committee Application

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR CAMPBELL'S REAPPOINTMENT OF TIMOTHY W. TURNER, TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has created a Parks and Recreation Advisory Committee ("the Committee"), and

WHEREAS, the Mayor and each member of the City Council have the right to appoint a member to the Committee, and

WHEREAS, Vice Mayor Aaron Campbell Jr. wishes to reappoint Mr. Timothy W. Turner to the Committee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. CONFIRMATION OF APPOINTMENT: The City Council of the City of Miami Gardens hereby confirms the reappointment of Timothy W. Turner to the Parks and Recreation Advisory Committee for a one-year term.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: VICE MAYOR AARON CAMPBELL JR

MOVED BY:
SECONDED BY:

VOTE:

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Aaron Campbell Jr.	___(Yes)	___(No)
Councilwoman Lisa C. Davis	___(Yes)	___(No)
Councilwoman Felicia Robinson	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)

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CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200
Miami Gardens, FL 33169

Phone No. 305-622-8000
Fax No. 305-622-8001

1. Position sought: Parks and Recreation Advisory Committee
2. Name: Timothy W. Turner
(Please print)
3. Home Address: 3330 NW 208th Street, Miami Gardens, FL. 33056
4. Business Address: 2750 N. 29th Avenue, #202, Hollywood, FL. 33020
5. Employer (if self please state): Fidelity Financial Services, L.C.
 - a. Job Title: Manager / Analyst
 - b. Nature of business: Financial Advisory and Managment Consulting Firm
6. Home Phone No. 3056251123 Business Phone No. 9549255699
Fax No. 9549255987
7. E-mail Address: tim_turner@hotmail.com
8. Education Background:
 - a. High School American
Name of School Senior High Dates of Attendance 1988 - 1992
 - b. Vocational School
Name of School _____ Dates of Attendance _____
 - c. College
Name of College _____ Dates of attendance _____
Degree obtained if any _____

Please provide a copy of your Resume or CV along with this Application.

9. Community Service (attach additional sheets if necessary):
See Attachment #1.

10. Please state your qualifications for position sought (attach additional sheets if necessary):
See Attachment #1.

11. Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:
No.

12. Are you employed by the City? Yes _____ No

13. Are you employed by the Mayor or any of the Council members in their private capacities? (NO)

14. Are you a resident of the City? Yes No _____

15. Do you own a business in the City? Yes _____ No

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes _____ No _____

16. Do you operate a business in the City? Yes _____ No

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes _____ No _____

17. Ethnic Origin:

White Non-Hispanic _____ African American Hispanic American _____ Other _____

18. If there are no vacancies for the board or committee position sought, I would also be interested in serving on the following board(s)/committee(s):

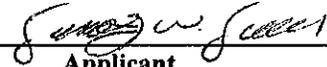
Second choice

Third choice

Fourth choice

Fifth choice

I certify that the information contained in this Application is true and accurate.

Signature 
Applicant

Date Jan. 19, 2011

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

*Timothy W. Turner
3330 NW 208th Street
Miami Gardens, FL. 33056*

PROFESSIONAL EXPERIENCE

*June 1996 to Present
Fidelity Financial Services, L.C.
Hollywood, Florida*

Senior Consultant / Analyst: Tim Turner came to the company in June of 1996 to work on a one-time project as a consultant. Through his exceptional performance and business savvy, one project turned in to two, two projects turned in to three; and he was offered a permanent position with the firm and has since gotten several promotions to his current position. He oversees day-to-day operations as well as provide detailed consulting services to many of our municipal clients. Mr. Turner has been involved in public tax-exempt bond issues totaling more than \$4.5 billion.

*November 1994 to March 1996
Capital Bank, LLC
North Miami Beach, Florida*

Senior Customer Service Representative: Capital Bank, LLC. Primarily responsible for assisting Corporate customers with banking solutions, research, and the creation of innovative financing mechanisms. Also, responsible for day-to-day operations of this department.

*June 1994 to November 1994
Capital Bank, LLC
North Miami Beach, Florida*

Associate Customer Service Representative: Capital Bank, LLC. Provided technical assistance to Senior Customer Service Representative.

*March 1993 to June 1994
All American Semi-Conductor
Miami Lakes, Florida*

Lead Project Manager: All American Semi-Conductor. Primarily responsible leading a staff of six (6) and conducting "national" business assistance for "value added" customers.

SKILLS / TRAINING

Mr. Turner is a proficient user of Microsoft Power Point, Word, Excel, and Access computing programs. He is also extremely organized, efficient, and in his adult employment life has been an exceptional leader of staff(s) of as many as 20 people (many of who were / are his "seniors.").

WORKSHOPS/SEMINARS

Mr. Turner has given workshops on management efficiency and creative financing. Additionally, Mr. Turner has attended and been certified thru the National Alliance for Youth Sports Workshop.

COMMUNITY AFFILIATIONS

- City of Miami Gardens, Florida – Parks and Recreation Advisory Committee: April 2009 – Present; *Member / Chairperson*
- Scott Lake Optimist/Athletic Club: 2001 – Present; *Member / Vice President*
- Golden Glades Optimist: 2000 – 2001; *Member*

CONTACT INFO

Email: tim_turner@hotmail.com
Telephone (home): 305.625.1123
Home Address: 3330 NW 208th Street
Miami Gardens, FL. 33056

REFERENCES

Available upon request.

9. Community Service (attach additional sheets if necessary):

My Community Service to (what is now) the Miami Gardens area goes back long before the City's inception. But in the time since the City was established my Community Service has included:

- For almost the past two (2) years I have served as the Chairman for the Park and Recreation Advisory Committee,
- I have mentored and tutored the communities youth,
- I have served as the Vice President for the Scott Lake Athletic Club
- I have coached the communities youth in various sports / activities.

Additionally, during my tenure as the Chairman for the Parks and Recreation Advisory Committee I "contributed" to the following Programs / Events coming to fruition:

- The "Friends of Miami Gardens"
- The City's "Health & Wellness Expo"

Further, what is known as the City's BIGGEST Loser Competition was initiated by me bring the idea / concept to the Parks and Recreation Advisory Committee. I have a few more ideas that I'd like to bring to the Parks and Recreation Advisory Committee that I'm certain will make the City's Parks more enjoyable and the City as a whole a better place.

Lastly, yet equally as important, I started the idea of the City having its very own 5K Run / Walk. Although this Event has yet to happen, it will be one of tradition once it is fine tuned and ready to be rolled out.

10. Please state your qualifications for position sought (attach additional sheets if necessary):

Other than those mentioned above, I brought a business mind and approach to the Committee. My organizational skills, efficient method of operating, and practicality has served the City well.

Also, I have a very good working relationship those in the City's Parks and Recreation and Athletic Department's.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	01/26/2011		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)	x		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
		x	Public Hearing: (Enter X in box)	Yes	No	Yes No
Funding Source:	(Enter Fund & Dept) Ex: General Fund- Police		Advertising Requirement: (Enter X in box)	Yes		No
						x
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	(Enter #)		
		x				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) n/a		
		x	Enhance Organizational <input type="checkbox"/>			
			Bus. & Economic Dev <input type="checkbox"/>			
			Public Safety <input type="checkbox"/>			
			Quality of Education <input type="checkbox"/>			
			Qual. of Life & City Image <input type="checkbox"/>			
			Communcation <input type="checkbox"/>			
Sponsor Name	Councilman André Williams		Department:	City Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN ANDRÉ WILLIAMS' REAPPOINTMENT OF CHANTELE J. HARRIS TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Parks and Recreation Advisory Committee, Councilman André Williams. hereby submits his appointee for membership in accordance with applicable ordinances. Effective upon ratification, the committee will recognize Chantele J. Harris, as an appointee of Councilman Williams.

This appointment is for a one year term.

Proposed Action:

That the City Council approves Councilman Williams' reappointment of Chantele J. Harris to the Parks and Recreation Advisory Committee.

**ITEM K-7) CONSENT AGENDA
RESOLUTION
Councilman Williams' appointment
to Parks & Rec Advisory Committee**

Attachment:

Committee Application

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN ANDRE WILLIAMS' REAPPOINTMENT OF CHANTELE J. HARRIS, TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has created a Parks and Recreation Advisory Committee ("the Committee"), and

WHEREAS, the Mayor and each member of the City Council have the right to appoint a member to the Committee, and

WHEREAS, Councilman André Williams, wishes to reappoint Mr. Timothy W. Turner to the Committee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. CONFIRMATION OF APPOINTMENT: The City Council of the City of Miami Gardens hereby confirms the reappointment of Chantele J. Harris to the Parks and Recreation Advisory Committee for a one-year term.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: COUNCILMAN ANDRÉ WILLIAMS

MOVED BY:
SECONDED BY:

VOTE:

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Aaron Campbell Jr.	___(Yes)	___(No)
Councilwoman Lisa C. Davis	___(Yes)	___(No)
Councilwoman Felicia Robinson	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)

8286113_1.DOC



CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200
Miami Gardens, FL 33169

Phone No. 305-622-8000
Fax No. 305-622-8001

- 1. Position sought: Parks & Recreation Advisory Board/Committee
- 2. Name: Chantele J. Harris
- 3. Home Address: 17800 New 14 Avenue, Miami, FL 33169
(Please print)
- 4. Business Address: 7800 Sheridan Street, Pembroke Park, FL 33024
- 5. Employer (if self please state): _____

- a. Job Title: Quality Improvement Asst.
- b. Nature of business: Health care

- 6. Home Phone No. 305-624-8138 Business Phone No. 954-883-8484
- 7. E-mail Address: Chantele-harris@yahoo.com

8. Education Background:

a. High School Homestead SR.
 Name of School High School Dates of Attendance 1986

b. Vocational School
 Name of School _____ Dates of Attendance _____

c. College
 Name of College UOP Dates of attendance Presently
 Degree obtained if any BSHA, (pursing MBA)

Please provide a copy of your Resume or CV along with this Application.

- 9. Community Service (attach additional sheets if necessary):
Currently serving on the Parks & Recreation Advisory Board/Committee
Co-ordinator, Adult Mentoring
Scott Lake Vikings (Miami Gardens Vikings)
Inter-denominational Minister's wife and minister's widow of South Broward
estorie

- 10. Please state your qualifications for position sought (attach additional sheets if necessary):
Administrative Experience - 20 yrs.
Excellent Computer Skills/Knowledge
Active in Community Affairs
BSHA (Healthcare); Pursing MBA

11. Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:

No Conflicts

12. Are you employed by the City? Yes _____ No

13. Are you employed by the Mayor or any of the Council members in their private capacities? No

14. Are you a resident of the City? Yes No _____

15. Do you own a business in the City? Yes _____ No

If yes, please state the name of the business: _____

Is this business a vendor with the City Yes _____ No _____

16. Do you operate a business in the City? Yes _____ No

If yes, please state the name of the business: _____

Is this business a vendor with the City Yes _____ No _____

17. Ethnic Origin:

White Non-Hispanic _____ African American Hispanic American _____ Other _____

18. If there are no vacancies for the board or committee position sought, I would also be interested in serving on the following board(s)/committee(s):

Second choice

Third choice

Fourth choice

Fifth choice

I certify that the information contained in this Application is true and accurate.

Signature *Quintela J. Davis*
Applicant

Date 1/20/11

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

Staff Monthly Report Dec – Jan 2011

CITY MANAGER

- Met with URS LEED team for introductions and to establish to coordination of the City's approach to attaining LEED status for the new City Hall buildings.
- Met individually with various Council Members regarding various topics.
- Attended the public forum on the new City Hall held on Monday, January 10, at the BTF Center.
- Attended the Miami Carol City Recreation Center dedication and the shortened MLK celebration.
- Worked with Calder officials to reduce the amount of permit fee/Impact fee refund due Calder under their original agreement. Refund will be booked to FY 2010 instead of coming out of this year's budget. This will increase the City's use of fund balance for FY 2010 but will not impact 2011 revenues.
- Met ATS to discuss concern on the slowing rate of return on the original 8 red light cameras. Hope to have a revised agreement on them this month. The good news according to police, is that accidents at the original locations are down significantly.
- Off 2 weeks for Christmas/New Years.

FINANCE DEPARTMENT (Patty Varney)

1. Auditors from Harvey, Convington and Thomas has been present in the City for the last three weeks to perform the FY 2010 annual audit.
2. Finalized the amount with Calder for reimbursement of permits fees due to agreement with the City.
3. Finance Staff have met with Waste Management twice and with the assistance from Parks and Recreation Department, and Procurement Office, the City was able to recoup over \$14,000 in overpayment due to incorrect billing when the original contract company World Waste merged with Waste Management over 18 months ago.
4. Finance staff has assisted Police Department in implementing the Telestaff system, a system that process time attendance and assignments.

At the end of December, the year-to-date expenditures or revenues should reflect 25% of the budget. Most State revenues and utility taxes and payments are

lagging a month behind. The red light camera revenue that I addressed my concerns at the November report has showed signs of improvement. Additional 16 cameras have been installed in mid to late November. Based on the tickets written for 20 days in December (violators have 30 days to pay), we are projecting that the monthly deficit will reduced dramatically to approximately \$40,000 a month starting January.

As of December 30, 2010, the City has total investments in the amount of \$16,148,781.25 Of this amount, \$13,353,968.6 is with Wachovia which is available cash to fund for the operating expenses earning 0.25%. The City holds a CD with the Bank of America in the amount of \$2.6 million earning 0.16%. This is a requirement from our bond requirement and that is the highest and safest rate of return the City can obtain. The City still has approximately \$59,028.85 in market value with the State Board of Administration and \$135,783 in tax certificates with Dade County.

GENERAL FUND

Revenues as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Property Tax</i>	1	23,089,178.00	16,307,815.78	70.63%	20,177,903.00	14,287,533.85	70.81%
<i>Utility Tax</i>	2	11,276,242.00	1,169,483.94	10.37%	10,667,000.00	1,216,463.46	11.40%
<i>Franchise Fees</i>	3	5,809,802.00	244,331.32	4.21%	5,520,000.00	228,389.44	4.14%
<i>Permits/License Tax/Other Fees</i>	4	1,925,000.00	1,059,788.91	55.05%	1,765,000.00	1,189,460.70	67.39%
<i>Intergovernmental Revenue</i>	5	11,496,828.00	1,607,766.47	13.98%	10,261,927.00	1,828,955.93	17.82%
<i>Charges for Services</i>	6	3,231,509.00	375,732.74	11.63%	4,809,552.00	541,485.06	11.26%
<i>Fines & Forfeitures</i>	7	2,534,000.00	954,975.69	37.69%	7,518,024.00	279,107.78	3.71%
<i>Miscellaneous Revenues</i>	8	1,535,000.00	334,397.00	21.78%	1,687,500.00	189,029.44	11.20%
<i>Non-Operating Revenues</i>		20,278,144.00	322,636.26	1.59%	9,861,877.00	343,492.02	3.48%
TOTAL		81,175,703.00	22,376,928.11	27.57%	72,268,783.00	20,103,917.68	27.82%

¹ Property Taxes are not due until April 1, however homeowners receive discounts if paid before April 1.

² Electric utility tax collected for Oct and November in FY 2011 is slightly higher than FY 2010

³ Electric franchise fees which consists of 71.5% of the budget in this category is received once a year in around August. Revenue is lower in FY 11 compared to FY 2010, reasons being towing franchise fee is lagging by a month and less solid waste franchise fees collected in FY 2011

⁴ Higher payment of Business License Tax, nearly \$100,000 more than FY 2010, reflecting 85.5% of collection. Business License tax is available for renewal in July for licenses effective in October 1 of each year.

⁵ Revenues received in December only reflects two month of State Revenue Sharing and Sales Tax. It is slightly higher than last fiscal year but staff have to continue to closely monitor it as according to trend, revenue for Sales Tax should be higher for the months of January to March.

⁶ Lower percentage is reflected as 45% of revenue in this category is derived from Jazz in the Gardens. Higher revenue in FY 2011 is attributed to Off duty police officer charges and recreation fees

⁷ Lower revenues is mainly attributed to "Red Light Camera fines". In FY 2010, for the same period, the City received \$822,163 while in FY 2011 the City only received \$132,680.

⁸ Decrease in this category compared to FY 2010 is attributed to Warren Henry payment of debt service in FY 2010.

GENERAL FUND

Expenditures as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	¹	40,653,056	10,447,509	25.70%	42,582,057	10,246,405	24.06%
<i>Operating Expenses</i>	²	10,735,941	2,097,074	19.53%	13,031,342	2,250,736	17.27%
<i>Capital Outlay</i>	³	2,281,057	263,001	11.53%	769,457	444,960	57.83%
<i>Grants and Aids</i>		102,587	0	0.00%	113,399	3,399	0.00%
<i>Other Uses</i>	⁴	19,199,484	4,395,086	22.89%	7,684,183	1,808,471	23.53%
<i>Emergency Reserve Build Up</i>		8,203,578	0	0.00%	8,088,345	0	0.00%
TOTAL		81,175,703.00	17,202,671.26	21.19%	72,268,783.00	14,753,971.46	20.42%

¹ Salaries should reflect 23.86% of budget. Higher percentage is attributed to lump sum bonus and sign on pay for the police department.

² Expenses are lower as utilities billing is a month behind. Also included in this category is the Jazz in the Gardens budget which will be expensed in the next few months. Higher expenditures in this category compared to FY 2010 is attributed to the implementation of the new legislature of the "Red Light Camera", which the City is paying \$7,500 per camera instead of a share of revenue.

³ Increase in capital outlay in FY 2011 is mainly attributed to purchase of new computer hardware

⁴ Lower budget and expenses in the "Other Uses" category is due to FY 2011, the General Services Fund is combined with the General Fund, therefore, eliminating the "interfund transfer" from the General Fund to the General Services Fund and vice versa.

TRANSPORTATION FUND

Revenues as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Local Option Gas Tax</i>	¹	2,335,000.00	367,012.14	15.72%	2,276,966.00	392,821.88	17.25%
<i>Permits/License Tax/Other Fees</i>		95,000.00	15,870.00	16.71%	73,050.00	12,536.25	17.16%
<i>Intergovernmental Revenue</i>	²	985,000.00	152,417.80	15.47%	2,030,194.00	153,473.26	7.56%
<i>Charges for Services</i>		5,200.00	0.00	0.00%	2,500.00	1,407.00	56.28%
<i>Miscellaneous Revenues</i>		27,250.00	1,344.32	4.93%	18,500.00	6,123.34	33.10%
<i>Non-Operating Revenues</i>		1,470,635.00	105,438.73	7.17%	197,142.00	48,629.25	24.67%
TOTAL		4,918,085.00	642,082.99	13.06%	4,598,352.00	614,990.98	13.37%

¹ Local Option Gas Tax distribution is lagging by one month. The revenue is slightly higher than projected as it should reflect 16.66% of budget.

² Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions and the reimbursable grant project has not yet begun.

TRANSPORTATION FUND

Expenditures as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>		\$2,086,740	\$482,570	23.13%	2,040,141	457,176	22.41%
<i>Operating Expenses</i>		\$665,764	\$130,996	19.68%	552,465	100,793	18.24%
<i>Capital Outlay</i>		\$127,585	\$3,445	2.70%	1,022,625	10,721	1.05%
<i>Debt Service</i>		\$0	\$0	0.00%	0	0	0.00%
<i>Other Uses</i>		\$2,037,996	\$359,641	17.65%	983,121	226,655	23.05%
TOTAL		\$4,918,085	976,651.48	19.86%	4,598,352	795,344.93	17.30%

All expenditures are within budget allocation.

DEVELOPMENT SERVICES FUND

Revenues as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	1	2,429,000.00	1,056,894.08	43.51%	3,052,680.00	520,435.31	17.05%
<i>Charges for Services</i>	2	0.00	0.00	0.00%	7,000.00	22,062.63	315.18%
<i>Miscellaneous Revenues</i>		6,100.00	0.00	0.00%	1,300.00	0.00	0.00%
<i>Non-Operating Revenues</i>		1,813,211.00	448,782.51	24.75%	2,900.00	0.00	0.00%
TOTAL		4,248,311.00	1,505,676.59	35.44%	3,063,880.00	542,497.94	17.71%

¹ More permit activities in FY 2010 reflecting in higher revenues, especially permits issued for Calder's construction.

² Technology surcharge received in FY 2011 is combined with Permits revenue in FY 2010.

DEVELOPMENT SERVICES FUND

Expenditures as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	1	2,907,198.00	573,883.39	19.74%	2,256,745.00	503,134.67	22.29%
<i>Operating Expenses</i>		149,847.00	23,764.60	15.86%	176,360.00	34,950.51	19.82%
<i>Capital Outlay</i>		32,566.00	0.00	0.00%	0.00	0.00	0.00%
<i>Other Uses</i>		1,158,700.00	278,413.29	24.03%	630,775.00	157,068.75	24.90%
TOTAL		4,248,311.00	876,061.28	20.62%	3,063,880.00	695,153.93	22.69%

¹ The lower percentage is attributed to vacancy in the department.

STORMWATER FUND

Revenues as of December 31, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	1	40,000.00	18,280.00	45.70%	60,000.00	7,135.00	11.89%
<i>Grant</i>		0.00	0.00	0.00%	437,073.00	0.00	0.00%
<i>Charges for Services</i>	2	3,395,000.00	185,309.28	5.46%	3,395,000.00	266,565.64	7.85%
<i>Miscellaneous Revenues</i>		148,321.00	0.00	0.00%	45,000.00	0.00	0.00%
<i>Non-Operating Revenues</i>		1,323,041.00	0.00	0.00%	1,138,540.00	0.00	0.00%
TOTAL		4,906,362.00	203,589.28	4.15%	5,075,613.00	273,700.64	5.39%

¹ Less permitting fees being issued

² County stormwater fees distribution for December in FY 2010 was not received until January.

STORMWATER FUND

Expenditures as of December 31, 2010

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Expenses</i>	<i>% of Budget</i>	<i>FY 2011 Budget</i>	<i>FY 2011 YTD Expenses</i>	<i>% of Budget</i>
<i>Personnel Expenses</i>	791,945.00	179,175.21	22.62%	968,053.00	219,204.40	22.64%
<i>Operating Expenses</i>	932,459.00	32,489.07	3.48%	1,176,896.00	62,457.14	5.31%
<i>Capital Outlay</i>	448,293.00	1,747.50	0.39%	1,914,760.00	65,212.55	3.41%
<i>Debt Service</i>	665,889.00	0.00	0.00%	706,843.00	0.00	0.00%
<i>Other Uses</i>	2,067,776.00	163,527.75	7.91%	309,061.00	77,265.27	25.00%
TOTAL	4,906,362.00	376,939.53	7.68%	5,075,613.00	424,139.36	8.36%

All expenditures are within budget allocation

CAPITAL PROJECTS FUND

Expenditures as of December 31, 2010

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Expenses</i>	<i>% of Budget</i>	<i>FY 2011 Budget</i>	<i>FY 2011 YTD Expenses</i>	<i>% of Budget</i>
<i>Personnel Expenses</i>	449,783.00	108,385.86	24.10%	484,813.00	110,604.69	22.81%
<i>Operating Expenses</i>	91,215.00	17,444.21	19.12%	58,020.00	5,982.38	10.31%
<i>Capital Outlay</i>	31,850,424.00	2,291,617.10	7.19%	64,395,777.00	816,231.61	0.00%
<i>Other Uses</i>	191,113.00	46,907.01	24.54%	712,448.00	177,299.52	24.89%
TOTAL	32,582,535.00	2,464,354.18	7.56%	65,651,058.00	1,110,118.20	1.69%

All expenditures are within budget allocation

Revenues from Capital Projects Fund are either from grants or transfer from General Fund.

- **HUMAN RESOURCES** (Taren Kinglee).

Staff inputted changes for 2011 benefit period.

Continued ethics training to employees, provided by Dade County Commission on Ethics and Public Trust.

Accident Review Committee held several review meetings.

Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.

Responded to several public records request.

Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics FY-11	Oct- Nov	Nov- Dec	Dec- Jan
Applications/ resumes received	240	157	152
Positions Advertised	6	2	4
Interviews Conducted	18	44	9
Pre-employ Physicals	15	5	4
Background/ Reference Checks	18	3	3
New Hires	8	5	3
Workers Comp Claims	22	26	19
Exit Interviews	2	2	1
Promotions	0	0	0

DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Crichton)

Red Light Camera Program Transition

- Analyzed recent trends in performance of old cameras vs. newly installed cameras.
- working with ATS to negotiate reduced monthly fees on initial intersections

Education Compact/Miami Gardens Excellence in Education 501C3

- Worked with consultant to create agenda for orientation meeting of MGEEC Board
- Worked on logistics and scheduling of first meeting

Capital Projects

- Worked with City Hall architects to finalize schematic design

Building and Code Compliance

- Worked on mass mail out of property owner letter re: delinquent BTR and CU fees
- Worked with staff to craft fee reduction proposal for FMU impact fees

Police Department

- Worked with Police Department staff on establishing an enhanced Neighborhood Watch concept

Miscellaneous

- Worked with Miami Lakes to negotiate the IT Interlocal agreement for IT services.
- Completed agenda item for Council adoption
- Attended Miami Lakes Town Council meeting for the adoption of the interlocal
- Worked on UNIFI documents for the addition of another 457 in the City
- Town Hall Meeting on Water

LEGISLATION PREPARED (NON LEGAL)

- MBE Ordinance
- Resident Employment Structure
- Citizens Academy structure

EXTERNAL MEETINGS

- UASI Meeting
- FMU Impact fee Meeting

POLICE DEPARTMENT (Matt Boyd, Chief)

Police Department Staff

TOTAL BUDGETED POSITIONS: 258

TOTAL HIRED TO DATE: 251

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 9 Captains
- 28 Sergeants
- 154 Police Officers (5 vacant position)
- 10 Community Service Aides (1 vacant position)
- 16 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor
- 4 Records Clerks
- 1 Executive Secretary
- 6 Administrative Assistants
- 2 Property Control Officers
- 1 Facilities Manager
- 1 Custodian
- 1 Court Liaison/Off Duty
- 1 Crime Analysts (1 vacant position)
- 1 Administrative Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

The monthly activity for the Operations Division for the month of December 2010 is as follows:

ARRESTS:

- FELONY 74
- MISDEMEANOR 209
- TRAFFIC 436
- DUI 01
- WARRANT 46

TOTAL ARREST **766**

CITATIONS:

- MOVING 753
- NON-MOVING 1149
- PARKING 192

TOTAL **2094**

FIELD INTERVIEW CARDS **1717**

TOTAL CALLS RESPONDED TO **7578**

REPORTS WRITTEN **2108**

TRAFFIC CRASHES **304**

The monthly activity for the Support Services Division for the month of December 2010 is as follows:

Property and Evidence, Number of property items processed:

<u>254</u>	- Property Receipts Processed
<u>09</u>	- Property Receipts Rejected
<u>10</u>	- Property Released
<u>45</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>07</u>	- Lab Runs to MDPD
<u>\$9,899.55</u>	- Cash Impounded
<u>27</u>	- Firearms Impounded *not counting CSI direct delivered to lab.

Number of reports processed and number of requests made at window for records:

Reports Processed 2,071 / Walkup Requests at Window 753 / Mail Logged In 622 / Fingerprints 19 / Background Checks 52 / Amount Collected At the Window \$49,845.53.

Number of calls received by dispatch:

CAD Calls = 9,707 / Phone Calls = 12,483/ FCIC Entries = 201 /

Training hours = 7.5 hours – (3 people to Telestaff training 2.5 hrs on 12/1) 3 hours (2 people to Ethics training 12/9) 2 hours (2 to DAVID certificate training on 11/30; not counted in November stats)

Overtime Hours = 506 hours; 53.75 (December 1-10) 329.5 (December 11-24) 122.75 (December 25-31).

Court Liaison and Off-Duty

408 subpoenas stamped and placed in the officers' mailboxes.
405 off duty personnel processed and entered into Eden for payroll processing.
3 off duty vendor requests processed.
128 dispositions stamped and placed in the officers' mailboxes.

The monthly activity for the Investigations Division for the month of December 2010 is as follows:

Arrests – Total: 284

Felonies –	89
Misdemeanor –	119
Truants Returned-	0
U.S. Currency Seized –	\$0
Vehicles Recovered –	33
Vehicles Recovered Value-	\$836,000.00
Vehicles Processed-	3
Property Recovered Value-	\$26,000.00
Firearms Seized –	11
Search Warrants	3

Total Cases Assigned	427	Closed	173 (+41 UNF)	Rate
	44.81%			
Scenes Processed by Crime Scene Investigations Unit-			151	

SCHOOL CROSSING GUARDS (Cherise Asberry)

Tasks Completed:

- School Crossing Guard Training (December)

Meetings Attended:

- Director's Mtg.-
- SCG Employee Staff Mtg- Dec. 10th
- Agenda Review/ Staff Meeting
- CTST Meeting- Cancelled

Meetings Scheduled:

- Crestview Elementary School- (AP Portia Burch) January 12th

Misc:

- **Winter Recess** –Schools out December 17th- January 2, 2011
- **MLK Day**- School Crossing Guards assisted with Traffic

Employee Incident Reports:

- Total: 0

Terminations: 0 Resignations: 0 New Hires: 0

Capital Improvement Projects (Brandon DeCaro)

Administration Items:

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent by the City Manager. County requested additional information and a revised letters have been issued. City staff issued another letter directing the County regarding requested value for each of the new GOB Contracts. City & County staff met on 9/15/10 to resolve issues for the new contracts. The new GOB contracts for the selected parks projects are still pending.
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. County distributed proposed contract to City with some unacceptable terms. Meeting with Commissioner Jordan was held on 5/25/10 to resolve contract issues. New GOB contract was approved by the City Council during the June 23rd meeting. The new GOB contract has been executed by the City and County. The 1st reimbursement payment for the Community Center FF&E was received in August, 2010. The 2nd reimbursement package was delivered to County staff on 10/05/10. **The City has received the payment for the 2nd reimbursement package.**

Art in Public Places (AIPP): Planning Phase – Christina Goetzman

- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted by County on 11/30/09. An agenda item was approved by the City Council at the meeting on 01/13/10.
- Item was approved by the City Council during the 01/13/10 Council Meeting. Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.
- Kick-off meeting with Miami-Dade County AIPP staff for AIPP implementation at Betty T. Ferguson Community Center took place on 05/27/10. Site visit with artists conducted on 7/07/10.
- AIPP applications for Miami Gardens Community Center Phase I were submitted to Miami-Dade County on 7/23/10. City Staff attended the initial PAC meeting on 09/17/10, where five artists were shortlisted to develop proposals for the Public Art. The Artists' Project Orientation Meeting took place at the site on 09/28/10. **The second PAC meeting took place on 11/18/10, where a final artist was selected to be presented before Council for approval of his commission during the 01/26/11 Council Meeting. The agenda item, relative attachments, and Artist's Final Commission Agreement are currently under review by the City Attorney's Office.**

- Discussions with the Department of Parks and Recreation have taken place pertaining to Public Art to be implemented at Miami Gardens Community Center Phase II – Amphitheatre, and Miami Carol City Park Recreation Building. It is preferred that a mosaic is implemented on the face of the stage platform at the Amphitheatre, and a mural be implemented in the breezeway of the Miami Carol City Park Recreation Building.
- The AIPP budget for the Amphitheatre is \$15,000.00. The AIPP budget for the Miami Carol City Park Recreation Building is \$15,058.85. The schedules and Call-to-Artist's for these particular projects have been finalized. The dates for the extension of the Call to Artists for both projects are currently under discussion.
- The proposed AIPP Ordinance was adopted during the City Council Meeting on 09/08/10.
- While the review of an Art in Public Places Advisory Committee is a requirement of the proposed AIPP Ordinance, due to time constraints and the inability to form said committee within the necessary time frame a resolution was passed during the 09/22/10 Council Meeting allowing the waiver of said review of AIPP to be implemented at Miami Gardens Community Center Phase II – Amphitheatre and Miami Carol City Park Recreation Building..

CAPITAL IMPROVEMENT PROJECTS:

New City Hall & PD Building: Design Phase 25% – Jimmie Allen & Brandan DeCaro

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the New City Hall, Police Department Building and Parking Garage.
- All staff comments received & incorporated into building program. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The building programs were review, & revised with the City Manager, Deputy & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- City Council approved preparation of RFP for construction of City Hall and development of City Center during 4/28/10 meeting.
- Staff working on the assemblage of documentation to establish a desk top draft of the RFP based on discussions with City Staff.
- The final Criteria Documents were assembled. Several City Departments were consulted to provide standards criteria into the document.

- The Criteria for the RFP was completed by J. Allen and delivered to the City Manager on 6/18/10. There was one response for the RFP which is being reviewed by the City Manager.
- The A/E Professional Services proposal was approved during the 7/28/10 Council Meeting.
- City Staff met all day with the A/E firm, URS Corporation from 8/15/10 to 8/18/10 to validate the preliminary Program & special requirements for the City Hall, PD Building & Garage.
- City staff had several meetings with the A/E on 9/13/10 & 9/14/10 to develop parking needs & special relationships for the New City Hall & PD Building.
- URS completed the survey for the existing furniture at City Hall & the PD Building.
- The City Council approved the developer's proposal during the Council Meeting on 12/01/10. **The Developers pre-construction services contract has been signed.**
- **The Architect's preliminary Schematic Design is being revised to include City staff comments and cost reduction ideas.**
- **The preliminary Construction Estimate has been performed by the Development Team. A review of the preliminary estimate is underway and being commented on to finalize the project scope.**

Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen

- The Building Department has not issued the Final Certificate of Occupancy (CO) for all of the work under Miami Skylines Contract. Miami Skylines was advised during the meeting of 11/9/10 to re-initiate the process so that the CMG Building Department can begin to process the CO.
- **Plumbing and Electrical "As Built" drawings are pending the completion by the Architect of Record, BEA Architects. The final CO is pending the "As Built" drawings.**
- **Miami Skyline Construction met with staff on 11/09/10 and discussed the final close out and settlement of the project costs and issues. Staff is awaiting Miami Skyline's response to the staff proposed settlement offer. Staff will be making a formal offer to Miami Skyline in the City's favor due to their failure to respond in a timely manner to resolve this issue.**

Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.

- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.
- Purchase Order was issued and the sampling conducted the week of 4/15/10.
- On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.
- The Environmental Assessment Report Addendum was prepared for the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10.
- The City received the DERM response for the recent submittal related to the environmental testing conducted in May, 2010. DERM has requested more additional testing of the soil & ground water. The additional testing was completed the week of 8/30/10.
- Supplemental additional testing and sampling was required by DERM and was completed during the week of 8/30/10. The final results have been completed and the report was submitted to DERM on 10/14/10. **DERM provided a response for the last submittal on 12/10/10.**
- **Meeting with DERM scheduled for 1/19/11 to address issues with the mitigation requirements for ground water contamination and Pesticide contamination source removal planning.**
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. **The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**

Miami Gardens Community Center (MGCC): Warranty Period will end January 4, 2011 – J. Allen

- The Building Department issued the Temporary Certificate of Occupancy (TCO) on 8/02/10. **TCO extension request was submitted 11/16/10 for renewed pending Plat Committee Hearing. The Final CO will be issued once Miami-Dade County records the final Plat for the property.**
- **Final Plat documents were submitted to Miami Dade County on 9/16/10. Plat Review Committee meeting has to be rescheduled subject to additional requirements imposed by Miami Dade. Anticipated date will be March 2011.**
- **Staff has scheduled the one-year warranty inspection to identify any remaining warranty issues. Staff and the A/E are also inspecting the roof for any defects.**
- **Staff is developing Warranty Check List for facility to be performed before 1/19/11.**
- Bleachers and Press Box Contractor received the “Notice to Proceed” on 10/26/09.
- Building Permit was issued on 5/24/10.
- The bleacher contractor has completed all of the Punch List items.

- The Bleacher contractor requested a Time Extension Change Order, which was approved by Council during the 10/13/10 City Council Meeting. The contractor did not achieve Substantial Completion as scheduled on 9/13/10.
- The Bleacher project was determined substantially complete on 9/29/10. The reinstallation of the damaged seat covers is pending. The manufacturer & the contractor have agreed to replace all of the plastic seat covers with a thicker material since this installation is problematic.
- The Press Box & Lift final structural inspection was completed 12/7/10.
- The final electrical inspection occurred 12/7/10.
- The final Fire Department inspection was approved 12/9/10.
- **CO for the bleacher Installation Occurred 12/21/10.**
- **The Bleacher replacement seat covers have arrived and the Contractor is scheduled to install new covers during the week of 1/17/11.**
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. The contract with the County GOB Office for the FF&E funding was executed by the City and the County in July 2010. The 1st reimbursement payment for the Community Center FF&E was received in August 2010. The 2nd reimbursement package was delivered to the County staff on 10/05/10 and the City has received the payment. **The third FF&E reimbursement package is being prepared.**

Miami Gardens Community Center Amphitheatre: Construction 38% – Jimmie Allen

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10. The A/E 100% Construction Document submittal was made 5/7/10.
- The Construction Doc's were submitted to County agencies for review on 5/10/10. The Construction Doc's were submitted to the Miami Gardens Building Department on 5/12/10.
- Miami Dade County Fire Department approval 7/15/10.
- CMG Building Department approval was received on 8/12/10.
- The bid advertisement was distributed 6/22/10. Eight bids were received & opened on 8/06/10.
- The staff recommendation was approved during the 9/08/10 City Council Meeting.
- The preconstruction meeting was conducted on 9/14/10. The "Notice to Proceed" was issued to the contractor on 9/27/10.
- Public Works conducted their site preconstruction meeting with the Contractor on 10/14/10.
- Site work commenced on 9/28/10. Fill was imported and the establishment of the work platform was stabilized and configured.
- The building footers are completed and poured 11/11/10.

- Plumbing underground was completed 12/19/10.
- **CMU walls installed and tie beams and main beams were completed on 12/17/10.**
- **Site Sidewalks being installed and anticipated to be completed on 1/12/11.**
- **Final site grading for the berm planned for the week of 1/10/11**
- **Project is on schedule to be completed early March 2011.**
- **The biweekly construction progress meetings are progressing.**

Miami Gardens Community Center Phase III: Planning Phase 50% complete – Brandan DeCaro

- Staff has developed the budget and schedule for all of the remaining components for the Betty T. Ferguson Recreation Center.
- The components that are being proposed for the Phase III scope include a natural turf football field with sports lighting, completion of the site landscaping & irrigation system, completion of the site sidewalks to become a Vita Course with 8 exercise stations, playground with shade structure, perimeter fence & gates and additional parking.
- **The City is awaiting the GOB Contracts so that the project will be fully funded.**

Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **Purchase of additional land for new main entrance from Miami Gardens Drive is in progress.**
- **City staff has requested the remaining GOB contracts so that the project will be funded.**

Bunche Park & Pool: Design Phase 80% completed – Brandan DeCaro

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/stripping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.
- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **The project will move forward once all necessary funding has been secured.**
- **City staff has requested the remaining GOB contracts.**

North Dade Optimist Park: Design 100% completed, Bid Phase 90% – Anthony Smith

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field & sports lighting relocation and minor landscaping; and construction of a sewer lift station.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- Plans resubmitted to the MG Building Department for 2nd review on 9/01/09.
- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3rd Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.

- The A/E submitted final additional services proposal to revise the construction documents to include security system, fire alarm and phasing of construction on 6/30/10.
- The new ordinance letter, for water connection, was approved by Miami-Dade WASD on 6/29/10. (The original letter expired on 5/7/10.)
- Revised plans, with Fire Alarm and Security System, submitted to Miami-Dade Fire Dept. for concurrent review on 7/28/10. Miami-Dade Fire approved the revised plans on 8/9/10.
- The project was advertised for bids on 9/20/10.
- **The bid opening was held on 11/03/10.**
- **The city's recommendation of award for the low bid contractor is anticipated to be presented during one of the City Council meeting in early 2011.**
- **Once the bid has been approved by the City Council the construction can begin.**

Norwood Park & Pool - Pool Building Renovation: Close-out 100% — Anthony Smith

- Repair work for Pool Building was temporarily on hold until scope for pool piping replacement could be determined.
- Change request and proposal for additional work was approved 5/4/09. Repair work for the Pool Building commenced 5/14/09. Painting completed 6/05/09.
- Punch List Inspection on 09/15/09; re-inspected on 10/15/09. Punch List complete 12/10/09.
- Building Department approved final inspection for door replacement on 12/10/09.
- All Pool House work has been completed.
- **The reimbursement from the Grant Agency (SNP) is pending.**

Norwood Park & Pool - Pipe Replacement Project: Construction 100% complete – A. Smith

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August 2009.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.
- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.
- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.
- The installation of the domestic plumbing & pool piping is completed.

- The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.
- The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10.
- Revised drawings for the new main drain were approval by the MG Building Dept. on 4/27/10.
- City staff will look at potential areas of concern for electrical deficiencies in the Pool House that will prevent occupancy of the facility. This work shall be done under a separate contract in order for the MG Building Department to finalize all associated permits and issue a Certificate of Completion for the piping replacement, (See Norwood Poolhouse Electrical Modification project).
- The change order for the new work for the main drain was approved by City Council at the Meeting on 6/09/10.
- City staff performed inspections of the construction for the new main drain to determine if project has achieved substantial completion. The project was declared substantially complete on 7/1/10.
- The painting of the new concrete at the bottom of the pool was completed on 8/1/10. The sandblasting & painting of the remaining sections of the pool was completed on 10/1/10.
- The Department of Health approved the final inspection and issued authorization to operate the facility as a public pool on 8/5/10.
- The CMG Building Department approved the final inspection on 8/12/10.
- All domestic and pool piping replacement work is complete.
- The preparatory work and application of the finish product for the concrete decking around the pool commenced on 9/27/10 and was completed on 10/8/10.
- **The reimbursement from the Grant Agency (SNP) is pending.**

Norwood Park Poolhouse – Electrical Modifications: Construction 100% – Anthony Smith

- Negotiated scope & fee with URS for electrical modifications required by CMG Building Dept.
- Construction Documents started 7/05/10 and completed 7/16/10.
- Construction Documents submitted to CMG Building Department for dry-run review 7/19/10.
- Construction Doc's submitted to DERM & Miami-Dade Fire Department for concurrent review 7/21/10. Construction Doc's were approved by DERM & Miami-Dade Fire on 7/27/10.
- Construction Doc's were approved by CMG Building Department on 8/05/10.
- The project was advertised for bids on 9/2/10.
- The Pre-bid site visit was held on 9/20/10. The bids were opened on 9/30/10 with two contractors cost proposals under the project budget.
- The Preconstruction Meeting was held on 10/21/10.
- The contractor commenced the work for the electrical modifications on 11/8/10.
- The work was substantially completed on 11/23/10. The final inspection was approved by the CMG Building Department on 12/3/10.

- The City has made the final payment to the contractor. The reimbursement from the SNP Grant Agency is pending.

Miami Carol City Park: Construction 100% completed, Close-out Phase – Anthony Smith

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
- WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated “Opinion of Title”. Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
- MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
- Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
- Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
- The underground plumbing and electrical were underway December 2009.
- The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County’s Property Appraisal Departments to reflect accurate location.

Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.

- Shell of the Recreation Building was completed March, 2010.
- The installation of the conduit for the security systems is complete.
- The connection to the FPL transformer has been installed. FPL installed the electric meter & the power was turned on 10/14/10.
- The contractor was granted a 5 calendar day time extension due to construction issues beyond their control.
- The project achieved Substantial Completion on 10/21/10.
- **Security Guard Service to monitor the Building at night commenced on 10/26/10. Security Guard Services ended on 12/26/10.**
- The final punch list was issued to the contractor 11/2/10.
- The contractor completed the punch list & requested Final Inspection on 11/23/10. Final Inspection was performed & approved by A/E and city staff on 11/30/10.
- **The A/E and City staff is reviewing all close-out and warranty documents. The contractor will submit any outstanding close-out and warranty documents to the City.**
- Kick-off meeting was held with communications vendor for the installation of the security systems for the intrusion/burglar alarm and security cameras was held on 11/19/10.
- **The security system for the intrusion alarm & security cameras was completed on 12/22/10. The intrusion alarm communications between the Recreation Building and the Police Department has been completed.**

- The Network connectivity at the Recreation Building was completed on 1/7/11. The Police Department began monitoring camera activity at the Recreation Building on 1/12/11.
- The ribbon cutting ceremony was held on 1/17/11 and City staff has moved into the building.

Miami Carol City Park Sports Lighting: Construction 100% Completed - Anthony Smith

- Replacement of existing Sports Lighting for baseball and football fields identified in Federal Energy Block Grant. CIP developed cost estimate and schedule for light fixture replacement.
- Miami Garden's staff met with Musco Sports Lighting at the park to review scope and schedule on 2/02/10. Cost proposal received from Musco on 2/05/10.
- Light replacement cost proposal approved during the City Council Meeting on 2/24/10.
- The Musco contract was signed and returned to the City.
- The Construction Drawings (CD's) have been approved by CMG staff.
- The Construction Drawings (CD's) were approved by the MG Building Department on 4/12/10.
- The project was advertised for bid on 5/11/10. The bid opening took place 6/10/10. The low bid is below the budget. Staff has reviewed the bid for compliance with the bid requirements. The Purchase Order for the lighting fixture installation contractor has been initiated.
- The contractor commenced construction work on 7/6/10.
- The installation of the new fixtures for the baseball and football fields is scheduled to begin during the week of 7/19/10.
- The installation of the sports lighting was completed on schedule. The lighting levels were tested on 8/18/10. The lighting was used during Youth Sports Program games on 8/19/10.
- **Punch List Items are complete. The City has made the final payment for the contractor.**

Generator Installation at various Parks: Construction Phase 100% – Anthony Smith

- Developing scope for the installation of transfer switch for emergency generators at several Parks.
- Projects advertised for bid on 1/20/10. Pre-bid and site visit with contractors held on 1/27/10.
- Bid opening for electrical work for transfer switches for portable generators held on 2/11/10.
- The Purchase Order has been issued. Construction Kick-off Meeting was held on 3/30/10.
- Construction Doc's submitted to the MG Building Department for review on 4/27/10. The revised plans were re-submitted to the MG Building Department on 5/26/10.
- Construction Doc's for AJ King & Scott Park were approved by MG Building Department 6/3/10. The permits for AJ King and Scott Park were issued on 6/9/10.

- The contractor was notified by the CMG Purchasing Department on 6/15/10 that they were in default of the City Contract. Revised schedule to cure default is pending from the contractor. The City declared the contractor to be in default of the contract on 6/17/10.
- The city staff picked up the three transfer switches and cables from the contractor on 7/2/10.
- Purchase Order was issued to the new contractor to install the transfer switches on 7/7/10.
- The new contractor commenced working on Building Department submittal 7/12/10.
- Construction Doc's for AJ King, Cloverleaf & Scott Park submitted to CMG Bldg Dept 7/22/10. Construction Doc's for AJ King, & Scott Park approved by CMG Bldg Dept 7/30/10.
- Construction Doc's for Cloverleaf Park resubmitted to the CMG Building Dept. on 8/5/10.
- The Contractor commenced the installation of the transfer switch at Scott Park on 8/10/10 & AJ King Park on 8/11/10. The installations are complete. There are pending items requested by the inspector during the final inspection.
- The installation of the transfer switch at Cloverleaf Park was completed on 8/25/10.
- The testing & training for the portable generators & transfer switch connections at the park facilities were completed on 9/6/10.
- The Parks Department's staff installed protective items around the transfer switch connection as requested by the CMG Building Department.
- The installation of the transfer switches at AJ King, Cloverleaf & Scott Parks are completed and approved by CMG Building Department.
- **The reimbursement from the Grant Agency is pending.**

A.J. King Park Playground Replacement: Construction 100% completed – Anthony Smith

- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.
- SNP Grant Contract for matching funds was approved by City Council during 5/12/10 Meeting.
- Project planning & scheduled has been coordinated with Parks Department. Cost proposal was presented to City Council for approval during the 6/23/10 meeting.
- City staff conducted the kick-off meeting with the contractor on 7/19/10.
- The contractor submitted the application for the CMG building permit on 7/19/10.
- Contractor started the demolition of the old playground and site preparation on 8/16/10.
- The playground replacement was completed on 10/4/10.
- The ribbon cutting ceremony was held on 10/15/10.
- **The City has made the final payment to the contractor. The SNP reimbursement is pending.**

Brentwood Park Sports Lighting Football Field: Design Phase 95% - B. DeCaro / J. Allen

- CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.
- CIP staff has developed Master Site Plan to coordinate location of football field, new light poles, future basketball courts and all future components for the Park. Master Site Plan was completed on 5/01/10.
- Musco Lighting has developed design for sports fixtures. Musco provided cost proposal for fabrication of fixtures and electrical design on 5/28/10.
- The Musco cost proposal for the electrical design drawings & the fabrication of the fixtures was presented but not approved by the City Council during the 10/13/10 Council Meeting.
- The Agenda item for the Musco proposal has been revised and it was approved by the City Council during the 10/27/10 meeting.
- The project will be funded by a Community Development Block Grant (CDBG).
- The Lighting Package was received from MUSCO on 11/16/10 for Owner review.
- Owner reviewed completed and approved on 11/16/10.
- Engineering Drawings submitted to CMG Building Department for permit on 12/3/10.
- **Engineering Drawings approved by the Building Department on 12/14/10.**
- **The bid package for the Sports Lighting installation is being prepared and will be advertised by the end of January.**
- **Project currently ahead of schedule for a 6/20/11 completion.**
- **Planning for site irrigation of the football play field underway and Landscape Architectural consultant proposal for irrigation system design pending review and approval by staff.**

Brentwood Park Playground Shade Structure: Planning Phase 80% - Jimmie Allen

- Shade structure for the recently installed playground is being planned for installation during 2011.
- **Preparation of plans for Shade Structure underway by vendor and staff anticipates receipt of plans for structure for building permitting shortly for review and action.**

New Senior Center: Planning Phase 20% - Brandan DeCaro & Anthony Smith

- The planning for the renovation of the main building at the Archdiocese site will start during 2011.
- **Staff will request a proposal from the available continuing contract consultants. The A/E's will be asked to analyze the existing roofing and mechanical systems and develop a Master Plan for the facility.**
- **Kick-off meeting with A/E to be rescheduled for the week of 1/17/11.**

BUILDING AND CODE ENFORCEMENT (SHARON RAGOONAN)

REVENUES:

Building Permits	\$ 88,818.11
Certificate of Occupancies (CO)	2,282.04
40 Year Recertification	<u>0.00</u>
TOTAL	\$91,100.15

EXPENDITURES:

Salaries & Wages	\$ 91,632.42
Personnel Benefits	24,446.79
Contract Services	1,862.60
<i>(Professional Services)</i>	
Operating Expenditures/Expenses	274.18
<i>(Travel & Per Diem; Postage & Freight Utilities; Rentals & Leases, etc.)</i>	
Operating Expenditures/Expenses	2,482.49
<i>(Supplies; Other Operating Expenses; Uniforms; Books; Education & Training, etc.)</i>	
Capital Outlay	0.00
Internal City Expenditures	<u>40,049.50</u>
TOTAL	\$ 160,747.98

PERMIT APPLICATIONS SUBMITTED:

Building	140
Certificate of Occupancies	15
Electrical	62
MDC Permit Closures	50
Mechanical	31
Plumbing	41
Zoning	<u>4</u>
TOTAL	343

PLAN REVIEWS PERFORMED:

CITY STAFF

Building	174
Electrical	105
Mechanical	47
Plumbing	93
Structural	78

PROFESSIONAL SERVICES

Building	0
Electrical	0
Mechanical	0
Plumbing	0
Structural	<u>0</u>
TOTAL	497

INSPECTIONS PERFORMED:

CITY STAFF

Building	390
Electrical	160
Mechanical	91
Plumbing	186

PROFESSIONAL SERVICES

Electrical	<u>42</u>
TOTAL	869

UNSAFE STRUCTURES CASES:

Issued	2
Board Hearing	3
Demolished	<u>0</u>
TOTAL	5

MONTHLY REPORT TO CENSUS BUREAU FOR NEW CONSTRUCTION:

Commercial Permits	0
Total – Construction Value	\$ 0.00
Residential Permits	0
Total – Construction Value	\$ 0.00

MAJOR PROJECTS:

1. Web extension application for online permitting is anticipated to launch 2/1/11. Press Release has been drafted.
2. Solabella master models have been approved. 13 multi-family permit applications are expected to be submitted by 2/1/11.
3. FMU Dorm building plans are currently being re-reviewed.
4. Amphitheater inspections are on-going.
5. Partnership with the Community Development Department to provide a Permit and Licensing Clerk on a part-time basis to assist with NSP initiatives.

CODE ENFORCEMENT (Roderick Potter)

- 2 grant funded Code Compliance Officer's started employment.
- 1 grant funded Code Compliance Officer resigned after the first day due to a family crisis.
- Conducted a meeting with representatives from Antioch Baptist Church to discuss their 5K/Health run special event.
- Conducted interviews for Code Compliance Housing Inspector and Housing Inspector Trainee.
- Held the Department Annual Holiday Brunch.
- Conducted a department meeting to discuss website enhancements.
- Code Division Director and Supervisor attended the Nuisance Abatement Board hearing.
- Continued the illegal window sign enforcement project.
- Conducted the monthly management field zone review.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting and weekly management staff meeting.

PERSONNEL

Staff Development:

- All Code officers attended a Community Development interdepartmental training.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

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CODE Stats:	Sept 10	Oct 10	Nov 10	Dec 10
Business Tax Receipt Inspections	70	72	39	116
Certificate of Use Inspections	70	70	39	42
Landlord Permit Inspections	0	4	21	11
Warning Notices Issued	343	242	128	197
Civil Violation Notices Issued	174	119	68	59
Re-Inspections	692	477	258	224
Special Master Hearings	22	31	20	20
Massey Hearings	52	59	8	17
Lien Reduction Amnesty Request Hearings	13	6	21	10
Extension Requests	26	27	20	11
Complaints Received	146	149	126	89
Proactive Cases	244	155	63	147
Cases Closed Within 30 Days	307	238	86	66
Cases Closed Within 60 Days	6	6	0	5
Cases Closed Within 90 Days	1	1	2	0
Special Operations-Code	10	14	5	2
Special Events	3	4	16	2
Illegal Signs Removed	778	831	764	439
Phone Calls Received by CEOs	181	165	158	151
Parking Tickets Issued	12	2	6	9
Lien Searches	169	211	148	118
Joint Operations-MGPD	4	2	0	0
PD Requests for CE	10	10	4	9
Abandoned Vehicles - Tagged	40	17	12	9
Abandoned Vehicles - Towed	5	1	4	0

Licensing Stats	Sept 10	Oct 10	Nov 10	Dec 10
New Business Tax Receipts	56	38	34	43
New Certificates of Use	40	30	25	28
New Alarm Permit Accounts	10	36	31	45
New Landlord Permit Accounts	47	9	7	2
Business Tax Receipts Issued	514	208	227	119
Certificates of Use Issued	463	169	192	107
Alarm Permits Issued	33	11	6016	45
Landlord Permits Issued	17	4	14	14

Housing Stats	Sept 10	Oct 10	Nov 10	Dec 10
Re-occupancy Inspections	31	63	84	71
Re-occupancy Applications	47	63	84	64
Re-occupancy Certificates issued	46	48	58	47
Administrative Foreclosure Inspections	37	0	0	6

ASSISTANT CITY MANAGER (Vernita Nelson)

- Media & Events Division – Weekly Jazz in the Gardens 2011 production meetings; Reviewing sponsors and artists contracts; Working with City Manager and North Star on development of CMG Branding concept
- Capital Improvement Projects Department – Continue to assist with capital projects in accordance with the Five Year Capital Projects Plan and Parks Master Plan; Preparation of several agenda items; leading efforts, with the assistance of Commissioner Barbara Jordan, to navigate through the county's Building Better Communities Bond process to secure contracts and funding (one new contract to fund Miami Carol City Recreational Building has been agreed upon to date); Working with Miami Dade Parks staff to release city's reimbursement requests related to Safe Neighborhood Parks projects that have been completed (to date funds for improvements already made to Rolling Oaks Parks and Norwood Pool have been released); Began clean up efforts of buildings on Archdiocese Property
- Public Works Department – Conducted field/site visits of stormwater and engineering projects; Preparation of several agenda items
- Weekly Department/Division Meetings
- City Manager's Office –On-going meetings with consultants ref: Future City Hall project; Negotiating lease agreement with Golden Glades Office Park (current home of City Hall); fulfilled public records requests; Negotiated grants with state agency to support youth programs and services

Additional Meetings:

- 12/13 – meeting department of Juvenile Justice
- 12/19 – progressive Young Adults Committee Meeting
- 1/10 – Town Hall Meeting ref: New City Hall
- 1/17– Grand Opening of Miami Carol City Recreational Center; MLK Celebration

COMMUNITY OUTREACH (Lillie Q. Odom)

- Continuing to assist with the partnership of Health and Medical Empowerment with Aventura Hospital. This project was presented by Mayor Gibson. I am working closely with parks and recreation to provide a series of Health related forums and clinics for the year.
- Conducting updates on all rosters i.e. churches, civic and homeowners groups, schools, and volunteers.
- Continuing to collect and organize articles, artifacts, signs and stories in reference to the history of the city.
- Coordinating the Annual Heritage Luncheon.

Community and Committee Meetings attended

- January 5, 2011 - Attended a meeting with Romont South's residents to discuss how they can be more involved with the city's activities.
- January 11, 2011 – Met with a senior resident to discuss obtaining medical services. Referred her to a contact at Humana through the Alliance for Aging Office.
- January 13, 2011 - Met with the family of Irving & Althalie Williams (Elderly) to discuss medical and structural assistance for the couple. Referred to Switch Board of Miami and Miami Gardens Development Department. Follow-up is being conducted to assist these residents.
- January 15, 2011 - Attended the Intergenerational Health Empowerment event held at Betty T. Ferguson Recreational Complex.
- January 18, 2011 - Met with Elderly residents at Walden Ponds.
- January 19, 2011 – Attended the Elderly Affairs and Commission for Women Meetings held in the City Hall Conference room.

MEDIA AND SPECIAL EVENTS Coordinator (Ula Zucker)

- Completed the January 2011 issue of the Community Newspaper. It has been distributed throughout the community and in various locations throughout the City. Visit www.communitynewspapers.com for an online version. We are currently working on the February 2011 issue.
- Planning for Jazz in the Gardens is underway. All the artists for the event have been acquired. Saturday, March 19, 2011, by Lauryn Hill, Charlie Wilson, Al Jarreau, Jazmine Sullivan, and Heads of State (Bobby Brown, Johnny Gil and Ralph Tresvant, all formerly of New Edition). The Sunday, March 20, 2011, line up will feature R&B legends Gladys Knight, EnVogue, El DeBarge, Lalah Hathaway and Branford Marsalis. Joining the star-studded cast, and adding his unique and internationally renowned mixing skills, is Miami's own bright star, D.J. Irie, the official DJ for The Miami Heat and now "Jazz in the Gardens".
- Ticket prices range anywhere from \$45 to \$70 for a one day ticket or \$75 to \$125 for a two-day ticket which can be purchased at www.jazzinthegardens.com, Ticketmaster locations and Ticketmaster online, and at the Sun Life Stadium Box Office.
- Sponsorship opportunities are still available; however vendor opportunities for both food and merchandise are no longer available. All booths have been sold out.

- We are in the process of finalizing the agreement with Michael Baisden and hope to complete this within the next week.
- We are currently working on ancillary events including the Women's Impact Luncheon and the Celebrity Golf Tournament.
- We are currently working in the souvenir program journal for Jazz in the Gardens. The journal will feature all the sponsors, artists and provide concert-goers an opportunity to learn more about the City of Miami Gardens and surrounding attractions. We are selling advertising space in the journal. The rate card is available upon request.
- Due to Inclement weather, the 7th Annual Dr. Martin Luther King Celebration scheduled to be held on January 17th, 2011, at Miami Carol City Park from 11:30am to 5:00pm, was cancelled mid-way through the event. National recording reggae artist, Gyptian, who was scheduled to perform, was cancelled due to the weather. Thanks to the assistance of radio station 99 Jamz WEDR who assisted us in garnering Gyptian and for co-sponsoring the performer. Leading up to the main event, the City hosted several contests, offering the community an opportunity to really get involved in honoring Dr. King. These contest are as follows:
 - 1-8-2011 Break-Out Artists Competition
 - 1-8-2011 Oratorical Contest
 - 1-13-2011 Poetry Contest
 - 1-17-2011 Art in the Gardens contest
 - 1-17-2011 Annual MLK Holiday Celebration

In addition to the contests and the main event, the MLK Committee and volunteers donated their time and services to assist Ms. Carolyn Crowell, a Miami Gardens resident, with fixing and cleaning the exterior of her dilapidated home. Ms. Crowell is a Vietnam veteran, former nurse and postal worker who has been living with melanoma cancer. Due to her condition/illness, Ms. Crowell has had a difficult time maintain her home. Thanks to this effort, her home is looking great.

The Event website is currently up and features information about all the MLK related activities hosted by the City. Visit www.miamigardensmlk.com. Online visitors will be able to access deadline dates, applications and other important information posted on the website.

- The Miss Miami Gardens Pageant has been rescheduled and will be held on Saturday, April 23, 2011, at the Lou Rawls Performing Arts Center, located on the Florida Memorial University Campus. In the upcoming weeks, information regarding the event and contestant recruitment will be distributed.

- We have also begun planning the Mayor's State of the City Address which will be held on Thursday, May 12, 2011, at the Betty T Ferguson Center at 10:00am. Information about the event will be distributed in the upcoming months.
- We are in the final stages creative development of the Branding Campaign. Once the creative options are delivered to us, they will be presented to Council for approval.
- Tamilla is spearheading the City's participation in the annual Relay for Life activities. Relay for Life will be held in April 2011 at the BTF Recreational Center. Throughout the upcoming months, staff and council will receive updates of ongoing fundraising activities and participation information. Please see Tamilla Mullings in regards to participating or making donations for this cause.
- Our public relations efforts are ongoing. Please visit or contact the Events and Media Division for press clippings, pictures. We are also placing advertisement and purchasing media for the various departments.

PURCHASING (Pam Thompson)

1. Prepared and issued eight bid/RFP:
 - LOI Design/Build Firms
 - Jazz in the Gardens Venture
 - NW 19th Avenue Drainage Improvements
 - NW 38th Avenue Drainage Improvements
 - Replace /Refurbish Football Uniforms
 - Vending Machines – Revenue Sharing
 - Annual Contract Swimming Pool Management Services
 - Youth Football Leagues
2. Prepared and issued Quotations: N/A
3. Preparing specifications for the following:
 - Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.
 - Annual Contract for Roofing Contractors
 - Re-Bid Purchase & Delivery Snacks – Parks
 - Annual Contract – Special Events Equipment Rental
 - Re-Bid Public Safety Uniforms
 - Installation of Musco Lights @ Brentwood
 - Furnish & Install Metal Security & Bird Screens @ BTF
 - Rehabilitation Home – 1741 NW 187th Street
 - Caribbean Shops Facade
 - Youth Sports Promotional Items
4. Continue to maintain Fixed Assets (ongoing)
5. Continue to order and assist with auditing fuel card program

6. Continue to train and assist City staff on Eden software
7. Continue entering contracts into Contract Management (ongoing)
8. Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
9. Continue to add current contracts to Procurement Web Page

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
12/15/10	Strategic Partners Consulting	MGC Education Compact	\$25,000.00
12/22/10	International Creative Mgt.	JIG – Charlie Wilson	\$37,500.00
12/28/10	Creative Artists Agency	JIG – Gladys Knight	\$37,500.00
01/10/11	Riddell	Recondition Football Helmets	\$38,802.50
12/6/10	Alcade & Fay	Federal Lobbyist	\$40,000.00
12/20/10	Becker & Poliakoff	State Lobbyist	\$40,000.00
12/22/10	International Creative Mgt	JIG – Lauryn Hill	\$60,000.00

FLEET SERVICES (David Motola)

- **Fleet Management Software Utilization (Ongoing)**
- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
- New vehicles being placed in service are being entered into the data base and units taken out of service are inactivated.
- Fuel usage is being entered into the database reflecting both economy and total operating cost
- Reports are now available to reflect expenditures by repair category or department
- Units with low utilization are brought to respective management’s attention to make sure they are rotated into service.
- **Fuel Usage (Ongoing)**
- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
- Fuel invoices are being maintained electronically, master bill.
- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
- **Collision Repair**

- Continue to work closely with vendors, Risk Management, and user department to provide prompt collision repairs within departmental policy and procedures.
- Fleet Service Rep. obtains estimates of crashed vehicles and provides to Risk Manager for review.
- Per the new estimating process the Fleet Service Representative grants access to the four body repair vendors to inspect damaged vehicles and pickup/drop off vehicles. The new process appears to be working smoothly.
- **Tire Repair / Road Side Assistance** – An inventory of used / temporary tires have been placed in inventory and used on an as needed basis.
- **Warranty Repairs**
 - a) Fleet Service Representative works closely with Maroone Ford to facilitate warranty and general repairs to PD Crown Victorias.
 - b) Fleet Service Representative identified patrol units with rusting roofs and coordinated with Maroone Ford to re-paint units through Ford Warranty Program.
 - c) Check service repair invoices against vehicle warranty to insure proper billing for services.
- **PD Speedometer calibrations** – A proposal was given to the Deputy Chief of Police to discontinue the practice of calibrating speedometers to save money, the City of North Miami Beach has already discontinued this practice with no adverse effect on their officers ability to enforce traffic laws.
- **New Vehicles**
 - a) Received replacement 2011 Mustang for PD. Vehicle has been inspected and placed in service.
 - b) Received 3 loaner vehicles from the NICB for PD. Units are being inspected for maintenance and road readiness. 2 units placed in service.
- **Surplus Vehicles**
 - a) Terex unit sold.
 - b) Chevy S-10 sold.
- **Vehicle Lot Checks/Inspections**
 - Fleet Manager performs weekly lot checks, identifying vehicles concerns and notifying department heads when appropriate
 - Replaced spot light bulbs and missing hubcaps on Patrol cars.
 - A new design spot lamp with higher candle power was tested in one unit. Monthly start up and check City Hall and Parks standby generators
- **PD Hub Caps** - Maintain hubcap inventory for Police vehicles. Additional hub caps procured and placed in inventory.
- **Vendor Inspections** - Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.
- **Meetings/Conferences/Events**
 - a) Fleet Admin. attends monthly Event Planning Committee
- **Other Ongoing Fleet Items**

- Fleet Administrator schedules car wash, detail appointments and window tinting services for various departments.
- Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.
- Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
- Fleet Administrator process invoices from vendors regarding parts, service, and maintenance repairs on vehicles and equipment.
- Fleet Administrator Prepares requisitions necessary to purchase parts, accessories, maintenance and services.

INFORMATION TECHNOLOGY (Ronald McKenzie)

- Significant Accomplishments
 - Still working with BTFCC staff to install cable and televisions in exercise room and throughout the center.
 - Installed Cabling, wiring and connections for Miami Carol City Park. Also connected video and intrusion detection systems so that they can be monitored from MGPD.
 - Connected phones and computers at MCCP.
 - The Town of Miami Lakes Council approved establishing an inter-local agreement, by which CMG would provide IT Support to the Town of Miami Lakes on 01/11/2011. We started working with the Town on their IT requirements and needs for relocating to an interim location from 01/03/11. They have agreed to use that date as the date in which services started, therefore the date in which billing begins.
 - Gardimyr Pierre was selected, via regular employee interview process, as the new IT Support Technician II. He will be the lead tech, residing at Miami Lakes to provide IT Support.
 - Continuing the Deployment of Windows 7 on computers throughout the enterprise.
 - Began weekly training sessions for staff on Microsoft products. Classes will be held every Thursday in the IT Training lab.
 - Performed various website updates.
 - Continuing to Roll out Content Filtering Restrictions for web access. This is done using our Barracuda web filtering device. Users have been told to submit

sites that they need opened for business purposes to the IT Department. We will give access on a need to have basis and therefore limit the amount of viruses, adware and spyware being downloaded in the enterprise.

- Rolled out Avaya OneX to select people in Code Enforcement, Building and IT. This allows them to test the features. One X provided a softphone capability, allowing users all the functionality of their phone from their computer. The goal is to allow users the ability to operate effectively from anywhere as long as they have internet access.
- We are continuing our work with cleaning up all of the addresses in the EDEN database as a part of the Parcel Refresh project. We have 3 staff member performing manual entry as we try to clean up about 25,000 errors in the system. Although tedious, the project is actually progressing very well.
- continuing work on the Telestaff rollout with MGPD. This software program aids in scheduling and keeping track of overtime. We were task to purchase and load a server, load the client on all laptops that will be using the application and perform various configurations to the software. We are actively working with PD to partner in the successful rollout and setting up the necessary training for staff.
- Still working to establish Unified Communications. This in effect is combining phone services with email and video services. Cross telecom has not done a good job with this implementation. We have encountered various issues and I have not received on the bill since they have not truly delivered the product. We will continue working to bring this to a successful resolution.
- Working with Architects and Management team on IT architectural design for new city hall campus.
- Met with Architects to discuss layout of IT rooms and IT Design strategy for New City Hall complex.
- Received additional Verizon air cards for PD.
- Completed Swapped out all security cards at PD. Old cards had expired for all.
- Completed EDEN update which seems to have fixed a few issues with Web Extensions.
- Installed latest EDEN hotfix to allow for printing of B-2 forms.

- Significant Issues
- Schedule Status
 - Firewall update weekend of 2/5/11 at PD
 - Virtualization of additional server's weekend of 2/12/11 at CH.
- Travel Activity
 - Chas is attending Unified Communication Training in January.
 - Ron attending FLGISA Winter Conference in Feb.
 - Ricardo attending Module 3 Training for CCIO in Feb
 - Sylvia Attending Windows 7 Training in March

PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)

1. Staff continues to clean and maintain bus bench areas throughout the City. This last month we have performed maintenance on bus benches and cans throughout the City. Giving unstable benches stability and wandering cans security. We will continue with this effort, protecting the City from liability. This task has been very successful due to the number of benches we find loose and unstable.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. Since taking on addition responsibilities regarding our landscaping around the City, our crews seem to acclimate gracefully.
3. Two streets crews continue to repair sidewalks throughout the City. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, and those who visit.
4. Staff continues to trim and prune trees throughout the City. We have made a great impact on the unsightly areas around the City. Our goal is to maintenance these situation areas before they become a problem.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. Flooding has decreased due to the means of our maintenance program.
6. General Asphalt continues to work on the construction of second LAP Roadway Improvements (ARRA) project which started on October 4, 2010. The project consists on replacing damaged sidewalk, ADA ramps, milling, resurfacing and stripping. The total budged approved for the project is \$575,684. The contractor have replaced all ADA that were damaged or on non-compliance on NW 12 Ave from NW 170 Terrace to NW 199 Street. Milling and resurfacing was completed on NW 12 Avenue from NW 183 Street to NW 199 Street, NW 12 Avenue from NW 173 Street to NW 175 Street and NW 13 Avenue NW 155 Drive to NW 167 Street. The traffic loop and permanent thermoplastics road markings were completed.

The Contractor is currently working on installation of the new sidewalk on NW 175 Street from NW 22 Avenue. Project will be completed before January 30th, 2011.

7. The City of Miami Gardens received \$2,516,740 in American Recovery and Reinvestment (ARRA) stimulus funds through the Florida Department of Transportation for roadway improvement projects. \$835,150.00 will be utilized to replace the NW 42nd Ave/ NW 178th Drive and NW 179th bridge. Chen Associates continues working on the design-built criteria package. The survey and geotechnical services have been completed. Staff has had weekly meetings with the consultant and has discussed specific items related to the design criteria package.
8. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$350,000 for drainage improvements in the residential area, which covers the area from NW 19 Avenue to NW 21 Avenue and NW 191 Terrace to NW 195 Street. For this project the amount \$131,096 was received from South Florida Water Management District (SFWMD) and the City will match with \$218,904 from Stormwater Funds. Project had been advertised for bid.
9. On January 27, 2010, the City of Miami Gardens Council approved a budget of \$150,977 for drainage improvements in the residential area, which covers the area from NW 38 Avenue and NW 38 Place and NW 208 Street and NW 209 Street. For this project the amount of \$30,977 was received from South Florida Water Management District (SFWMD), and the City is match with \$120,000 from Stormwater Funds. Project had been advertized for bid.
10. Vila and Son continues to work on the construction of the Miami Gardens Drive Landscaping Project - 2nd phase (Project is between NW 27 Avenue and NW 47 Avenue on NW 183 Street) which started on September 20, 2010. The contractor has installed 95% of the irrigation system and completed 65% of the landscaping, pending shrubs and ground cover only. Installation of the brick pavers, which began on December 14, 2010, is 95% complete.
11. Staff continues to re-evaluate properties to determine correct stormwater utility fee. To date, a total of 29 properties have been analyzed and determined that a total of 2,041 ERU's were not being billed. That's equivalent to \$8,164 monthly, or \$97,970 yearly revenue that has been recaptured.
12. On January 13, 2011 Staff had a preconstruction meeting for the installation of three entrance signs at Kings Gardens I and II. The signs will be installed by Advanced Multi-Sign Corporation. The construction is scheduled to start within three weeks.
13. Public Works issued 11 permits of which 6 for driveways and sidewalk 2 for paving and drainage and 3 for utilities.

14. The landscaping plans for phase two of the Turnpike wall south of Miami Gardens Drive have been completed by the City's consultant engineer. The next step will be to publicly advertise the work for construction.
15. On January 6, 2011, the Public Works Director and staff met with DERM to take over the canal maintenance responsibilities from the County.
16. On January 6, 2011 at the request of the North County Homeowners Association, staff and the FDOT traffic engineer, attended their monthly meeting. Residents requested through FDOT that a dedicated left turn signal be added to the intersection of NW 27 Avenue and NW 175 Street. FDOT agreed to re-evaluate the intersection and make a determination within 90 days.
17. Staff had Oral Presentations - RFQ#10-11-006 - Engineering Services for the Bridge NW 175 Street and NW 42 Avenue Bridge Sidewalk/Pedestrian Bridge Project funded by the Walk Safe to School Grant.
18. On January 12, 2011 the Public Works Assistant Director attended the Transportation Improvement Program (TIP) Development Committee for the Metropolitan Planning Organization (MPO).
19. On January 13, 2011, staff attended the pre-construction meeting for the three Kings Gardens I and II Community monument entrance signs.

Keep Miami Gardens Beautiful

KAB Grant

- Submitting

Community Beautification projects

- Ongoing

Trashion Show 2011

- In the works

City's Community Beautification Grant

- new application will be available in January

Tree City and Tree City Growth Award

- City has been selected for both category

Winter Beautification Awards

- Reviewing applications

Landscape Maintenance

- City crews are currently maintaining all landscape areas throughout the city.
- Crews are doing major pruning throughout the city.

My City is Beautiful School Photo Contest

- Launching

Kicking off new SWAT A LITTER BUG campaign

- Miami Herald article published
- New billboards will be displayed in high visibility areas within city.

FMU- Upward Bound Program

- Partnering with organization to send students on various everglades field trips

Arbor Day- Student tree planting

- In progress

Florida Urban Forestry Council

- City has been selected as 2010 winners- for outstanding Urban Forestry Program (large city category)

In Class Environmental Education Program

- Scheduling for 2010-2011 school year

ASSISTANT CITY MANAGER (Daniel Rosemond)

- **Miami Gardens Honors Program-** The resolution sponsored by Councilman Gilbert and approved by Council set in motion this very progressive program; one that provides employment opportunities to 5 high school and 5 college students. The Honors Program would allow students to work alongside City administrators in specific initiatives that would provide solid public administration work experience and an opportunity to earn income. During this reporting period, myself and other Community Development staff members have been involved in structuring the specific program parameters, meeting with South Florida Workforce to finalize the voluminous contract related matters, and putting in place all the facets of the administration of the program. Program flyer and applications are available on the City's website.
- **Silver Sneakers/Key Biscayne Community Foundation-**These are two similar but distinct programs sponsored by Councilman Williams. Essentially these programs provide fitness services to the City's senior population at the BTF Community Center. The Silver Sneakers program is for those with Medicare benefits. Participants in this program can get visit the Community Center a maximum of 10 times per month and the City will receive compensation directly from the managing company, Healthways. The Key Biscayne Community Foundation provides fitness programming to those that do not have Medicare. And while this program does not provide financial compensation to the City, it does not have a fiscal impact on the City's budget. Over this reporting period I have been involved in numerous meetings and conference calls coordinating the execution of the required agreements, staff training, program launches, and ensuring full understanding of the program operation by City staff.

- **Creation of Miami Gardens Chamber of Commerce-** I have been working with Antranette on this initiative, which involves marshalling the interest and support of local businesses. Over the past year to 18 months, much discussion has been had in terms of economic development. It has been determined that the best vehicle to get the City to where it needs to be is to establish its own Chamber.
- **Recreational programming at Community Center-** As a result of the town hall meeting held several months ago regarding the opening of the Community Center, staff has reached out to several individuals/organizations that offer recreational programming. Parks staff has established a standard agreement that provides for a 70/30 split of revenue generated by the offering of these programs.
- **Amendments to LDR-**Planning & Zoning staff have been conducting a number of meetings with stakeholders since last July to address concerns that have been raised about the proposed amendments to the LDR. At this juncture, we believe that all issues have been satisfactorily addressed and staff is prepared to proceed with bringing the amendments to Council for approval at the February Zoning meeting.
- **Livable Neighborhoods Initiative update (Vista Verde)** – I am pleased to report that one of the remaining active HOA's has been able to obtain board approval to convey the roads within their subdivision to the City. The Vista Verde area is within the parameters of the Livable Neighborhoods Project area and is in dire need of the infrastructure improvements proposed. I have been working with Craven Thompson and Associates to move forward on the construction documents, as well as lobbying the County for additional grant funds to bridge the funding gap.
- **Comprehensive Energy Management System-** The production of a Comprehensive Energy Management System (CEMS) is a requirement of the City's grant with the Department of Energy. Along with another CD staff member, we have been engaging other departments in the development of a CEMS that will analyze the City's energy costs and determine the appropriate system to lower those costs.

Participated in the following meetings:

- (12-16-10) South Florida Workforce-training for Honors Program contract
- (12-16-10) Healthways conference call-contract amendments
- (12-21-10) Employee appeal hearing
- (1-12-11) Conference call with Councilman Gilbert and outside contact regarding NSP

REREATION DEPARTMENT (Kara Petty, Director)

Shining Stars After-School: The children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills.

- Betty T. Ferguson Recreational Complex: sixty (60) participants
- Rolling Oaks Park: Thirty-seven (37) participants
- A.J. King Park: twenty-eight (28) participants
- Buccaneer Park: seventeen (17) participants
- Bunche Park: fifteen (15) participants
- Miami Carol City Park: forty-one (41) participants
- Norwood Park: thirty-eight (38) participants
- Scott Park: thirty-two (32) participants

Senior Program

The senior program commences every Tuesday at the Betty T. Ferguson Recreational Complex from 10am – 1pm. Seniors engage in a weekly brunch that is health conscious with a varying menu from week to week. Below are some of the activities and trips that took place during the month of December.

- December 7, 2010 a representative from St. Thomas University presented on Grandparents raising grandchildren (68)
- December 10, 2010, seniors participated in the “Shop till You Drop” trip at Broward Mall only transportation was provided. (20 participated)
- December 14, 2010 an Avmed representative spoke about the rules of Medicare (65 participated)
- December 14, 2010 seniors participated in the First City of Miami Gardens Annual Christmas Party (69 participated)
- December 16, 2010 seniors participated in the annual Christmas Pageant. Transportation was included (54 participated)
- Senior Program was on recess from December 21, 2010 – January 3, 2011.
- Registered seniors completed the first Living Healthy workshop (6 completed the course)

Teens Afterschool Program

- Teen After-School Program: thirty-six (36) participants
- The teen after school program has added another school to our transportation pick-up schedule.
- **Expanding Horizons:** Expanding Horizons program has been running smoothly. We have completed our second quarterly report. Spring camp will be held in March from the 14th-18th, camp will include a college tour, community service projects and our first major college trip to Tallahassee.
- **Spring Camp:** The following trips are planned for our upcoming Spring Camp, Ai the Art institute, Tallahassee capital and college tour, Youth Fair and Bowling

- **Community service:** Expanding Horizons offers teens a chance to do community service. The Teen Coordinator is currently planning a service project for spring break.

A.J. King Park

- There is line dancing taking place on Wednesday, Thursday and Friday nights from 6:00pm-7:30pm.
- The Afterschool Shining Stars Basketball games continue
- Park was audited on 11/23/2010 and received a score of 4.8
- Line dance continues from 6pm – 7:30pm Wednesday – Friday
- An annual gift exchange and holiday party took place for the Shining Stars Afterschool Participants

Brentwood Park

- The Brentwood Goldie's rent out the facility every Monday
- Cricket takes place every Sunday
- Brentwood is unmanned for programming Monday through Friday

Buccaneer Park

- Youth tennis lessons take place on Saturday's from 9:00am-10:30am.
- Adult tennis takes place on Monday and Thursday evenings from 6:30pm-7:30pm
- There is line dancing offered on Tuesdays, Wednesdays and Saturdays from 8:30a.m.-12:00noon for adults of various ages.

Bunche Park

- Bunche Park Youth Football has ended and all equipment has been turned in.

Cloverleaf Park

- There are over eighteen (18) patrons that play basketball at the courts throughout during the evenings Monday through Friday.
- Monday and Tuesday line dancing takes place from 9:30am-11:30am.
- The Cloverleaf seniors celebrated the holiday season hosting a brunch at the park. There are over forty seniors that meet as a club every Wednesday from 10:00-12:00noon.

Miami Carol City Park

- Walkers exercise around the park, the building and restrooms open at 7:30a.m.
- Recurring church rentals occur on Sundays.
- Shining Stars basketball team has advanced to the championships
- Shining Stars participants enjoyed a party to celebrate the holiday's

Myrtle Grove:

- Myrtle Grove is unmanned Monday - Friday
- Rentals continue to take place Saturdays and Sundays

Norwood Park

- Shining Stars Afterschool programming is a continuous service throughout the school year.

Rolling Oaks Park

- Line dancing is held every Thursday night from 6-7:30 pm.
- Neighborhood crime watch meets every third Tuesday of the month.
- The seniors group has weekly meeting on Thursday's at Betty T. Ferguson Community Center.

Scott Park

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Shining Stars Afterschool programming is a continuous service throughout the school year
- Facility rentals takes place during Saturdays and Sundays

Recreation Highlights

- A.J. King Park was awarded "Park of the Month"
- Norwood girls won the Shining Stars After-School Basketball Championship
- Betty T. Ferguson boys won the Shining Stars After-School Basketball Championship
- Winter Wonderland took place from December 20th through 30th. The participants engaged in educational activities, fieldtrips, indoor /outdoor games, a holiday dance, and catered lunches. There were ninety-eight (98) participants that attended camp.
- **Mike McKenzie:** On December 22nd, Mike McKenzie and Rick Ross charity foundation conducted a toy drive and turkey giveaway at Scott Park. There were over sixty constituents that received either a toy or food basket.
- **Future Men of Miami Gardens (Mentor Program):** The program will begin January 15, 2011.

Athletics

- Basketball Registration began on Nov. 15th. Team formation will begin **January 2nd**; Practices will begin **January 12th**, League games will start **January 22nd**.
- Registration dates will remain the same (Nov. 15 – Jan. 22).
- We currently have a total of 60 children registered for youth basketball.
- There are a total of 5 Teams: **9U-MG Lakers, 9U-MG Celtics, 11U- MG Bulls, 13U-MG Magic, 15U- MG Heat**

JANITORIAL AND LANDSCAPING

	# of Grass Cuts	# of Janitorial Visits	# of Garbage Pick-Ups	# of Strip & Wax	# of Times Detailed Grounds	Spread Mulch	Herbicide Grounds	Irrigation Visits	Remove Debris	Prep and Install Plants	Premises Blown	Pool/Pump Cleaned	Cleaned Drainage Area	Cleaned Tot-Lot
A.J. King Park		9	9	1										
Andover Park		13	13											
Bennett M. Lifter Park		13	13											
Betty T. Ferguson Recreational Complex	1	1	1		1	1			1		1		1	
Brentwood Park		6	6											
Brentwood Pool		7	7			1								
Buccaneer Park		7	7			1		2		1				
Bunche House		9	9											
Bunche Park	1	9	9		1	2		1		1				
Bunche Pool		9	9											
Cloverleaf Park	1	13	13						1					
Inspection Station	1	9	9											
Miami Carol City Park		7	7											
Mount Herman		9	9				1							
Myrtle Grove Park	1	11	11		3	1	1		1		1			1
Myrtle Grove Pool					3						1	2		
North Dade		14	14		1		1							
Norwood Park	1	14	14		1	2	1		2		1			
Norwood Pool	1	13	13			2	2		1	1	1	1		
Rolling Oaks Park		15	15		1	1	1		2		3			
Scott Park	2	10	10					1		1				
Vista Verde Park		7	7											
183 street /12 avenue	1	4	4		1									

- All park irrigation systems checked and repaired
- Removed debris from all parks

TRADES

A.J. King Park

- 12/14 Removed the ice maker
- 12/14 Repaired two toilet flanges
- 12/14 Repaired leaks
- 12/16 Replaced light fixture ballast
- 12/23 Replaced two toilet flanges and flush valves

Bennett M. Lifter

- 12/29 Repaired the sink
- 12/29 Repaired the lights

Betty T. Ferguson Recreational Complex

- 12/13 Transported one pallet of mulch
- 12/13 Repaired the baby changing station
- 12/20 Checked lights, fixtures and switches
- 12/20 Paint the building of the outside restroom
- 12/20 Install post stoppers
- 12/22 Repaired toilet flush valve

Buccaneer

- 12/27 Repaired exit lights
- 12/27 Installed paper towel and soap dispenser

Bunche Park

- 12/13 Installed five basketball rims
- 12/14 Repaired seahorse, rope and ladder on the playground
- 12/22 Cleaned the A/C coils
- 12/23 Installed five nets on the basketball goals
- 12/28 Repaired the playground

City Hall

- 12/20 Installed nine signs and posts

Cloverleaf Park

- 12/15 Repaired playground and removed bubble
- 12/15 Repaired the fence

Miami Carol City Park

- 12/14 Replaced water faucet spicket

Norwood Park & Pool

- 12/14 Repaired outdoor lights (pool)

Scott Park

- 12/13 Installed boys restroom light fixtures
- 12/13 Repaired the storage room light
- 12/16 Repaired the back door
- 12/21 Shorten the flag pole rope
- 12/29 Repaint the yellow gate

Vista Verde

- 12/29 Replaced the basketball net

Current Projects

- Norwood Pool renovation: Renovation of the pool house, deck, and drains is complete.
- Miami Carol City Park Sports Lighting: The sports lighting installation is complete.

- Brentwood Park Sports Lighting: The sports lighting project is underway with completion anticipated by April 2011.
- Betty T. Ferguson Recreational Complex Amphitheatre: The department is working closely with Capital Improvements to complete the amphitheatre project by April 2011.
- Miami Carol City Park: The new recreation center is almost complete and will open in January 2011.

PLANNING & ZONING (Jay Marder, Director)

LDR/ZONING CODE – Jay Marder, Cyril Saiphoo

- January 19 Zoning Workshop With Stakeholders – Continuing workshops with stakeholders includes commercial and industrial property owners and their legal representatives. Provided proposed amendments to the stakeholders on January 11 in anticipation of the January 19 workshop as well as anticipated first reading at the February 2 Zoning Meeting.
 - Workshop Pre-meeting – Met with Code Compliance and Public Works prior to the January 19 workshop to insure a coordinated City approach to the issues.
- Zoning Code Amendments – February 2, 2011 – Prepared agenda memorandum, LDR amendments which cover recommendations from July 2010 through the five stakeholder workshop meetings since October, plus an expanded Executive Summary of the LDR Process from April 7 adoption through now.
- Heat Island Effect Requirements – February 2, 2011 – Working with City Attorney, Public Works, and Building to process a proposed heat island effect – non roof provisions patterned after the City of Miami Code and suggested by Councilman Williams.
- Energy Efficiency and Conservation Block Grant: In cooperation with Community Development Department's program, we are reviewing the consultant's comments on the LDR's as related to energy conservation and related issues. This also relates to the Heat Island Effect proposal, above.
- Residential Parking Permits
 - Residential Area Parking Permits: Renamed the Commercial Vehicle Parking permits to Residential Parking Permits to more closely reflect the program's purpose which includes various types of vehicles such as boats and RV's. The industrial component will be called Industrial Area Parking Permits. The Residential Area Parking Permit is for individual vehicles that are used for work and parked at home. The Industrial Area Parking Permit is for property owners who store semi's and other large vehicles on industrial property overnight.
 - Printed Residential Parking Permits: The permits are now being printed by a professional printer.
 - Intake by Planning and Zoning: Switched permit intake from Building Services to Planning and Zoning. Nixon Lebrun, Planner is responsible. Other items requiring change include Eden process, revisions to P&Z Summary Flyer Handouts for Residential and Industrial, revised Applications for Residential and Industrial;

- reword/remove wording that states applications are processed through Building Services and placing the revised Applications and Flyers on the City's Web Page.
- Public Outreach Campaign: Revise post card accordingly: intake by P&Z and Name of permit
 - Hotline - Revised P&Z Phone Message: The P&Z's phone message includes a hotline on Residential Parking, Sheds, Fences and Carports. Significant coordination between IT and P&Z was needed to implement the Zoning Hotline.
 - Post Card to Property Owners: In consultation with Events and Media and Building Services/Code Compliance, we are almost done with the mail-out and are coordinating with the printer.
 - Meeting with Code Compliance: Met with Code Compliance Officers to go over Standard Operating Procedures for Sign and Residential Parking regulations. Revised and updated the SOP's in coordination with the Building Services/Code Compliance Director and Code Compliance Division Director. We have been receiving many, many inquiries due to Code's activity, mostly warnings for window signs and lack of a Sign Plan. The deadlines are:
 - Window Signs: Past due - August 2008
 - Sign Plan Application Submittal: Past due - February 2010
 - Sign Plan Approval: Almost due – February 2011
 - Compliance: February 2013

ZONING – Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness,

- Public Hearings
 - January meeting was cancelled.
 - February 2 Zoning Meeting: LDR amendment preparation
 - Review and prepare amendments to alcoholic beverage ordinance to City Attorney.
- Permits Processed:

Commercial Vehicle	(2)
CRH	(2)
Landscape:	(1)
Subst. Compl. & Admin Mod	(1)
Sign Plan:	(10)
Temporary Sign:	(4)
Tree Removal	(1)
Verification Letters:	(3)
Vested Rights	(1)
Window Signs	(20)
ZIP	(3)
Building Permits	(71)
Building Inspections	(12)
Certificates of Use	(37)

- Florida Memorial University Dormitories –Inspected site for parks impact fees waiver reduction. Attended two meetings on construction of dormitories and plan approval. Issued tree removal permit. Coordinated plat submittal with surveyor.

- Eldorado Furniture – reviewed landscape plans for new retention area. Meeting with owner for sign regulations.
- Mariner Park Center – met with sign contractor on all new signage for center and monument signs. Review preliminary submittal.
- Brandsmart – met with Brandsmart V.P. on signage of building and submittal requirements.
- Zoning Applications – prepared all new zoning applications with MuniCode section noted and with ability to complete on computer and for upload to City website.

PLANNING – Jay Marder, Bhairvi Pandya

- Miami-Dade County Transit Site at NW 215 Street and NW 27 Avenue – Attended meeting with Miami-Dade County Community Planning Section to discuss project and public outreach strategies. Provided:
 - Contact list of all community leaders per Geographic Neighborhoods in the identified NW 27 Avenue and 215 Street area;
 - Map of all major city-owned lands in study area;
 - Database of all corresponding folios, acreage, address and building square footage;
 - Buxton Retail Market Study
- School Interlocal Agreement (ILA) Amendment – Ongoing - School ILA amendment item presented to City Council for consideration on December 1, 2010. City Council made a motion to pass the optional amendments and deny Amendment 1 (non-optional amendment). The City Council will adopt that decision by Resolution in February 2011.
- Annual Capital Improvements Schedule (CIS) Update- On December 27, 2010 DCA published its Notice of Intent in the Miami Herald that found City's amendment to the Comprehensive Development Master Plan consistent with State regulations. The 21 day appeal period has ended on January 17, 2011. No appeals were filed and as such the City's CDMP can now be enforced accordingly.
- Bicycle/Pedestrian Funding Ideas - Transportation Enhancement Program (TEP) Funding Solicitation- Set up and attended a meeting with Public Works, Capital programs and Parks and Recreation Departments to discuss TEP solicitation alternatives. Prepared a map to identify all four alternatives. Outcome was to prepare an application on the 42nd Avenue Blueway trail from 179 Street to Risco Park. Ongoing – Had personal communication with MPO coordinator. Anticipating formal solicitation to be announced in the near future.
- Municipal Grants 2011 - Submitted a proposal for a “City-wide Bicycle/Pedestrian mobility Plan” to Miami-Dade MPO. The grant requires a 20% match.

Title of Idea: City of Miami Gardens Bicycle/Pedestrian Mobility Plan

Objective/Purpose: To prepare a pedestrian and bicycle mobility plan for the City of Miami Gardens.

1. Develop a non-motorized transportation plan to connect the city's activity centers, neighborhoods and community facilities.
2. Incorporate existing plans such as a Recreational Trails Master Plan (RTMP) with greenways and blueways and an established sidewalk construction program based on a city-wide comprehensive Road Assessment Study.
3. Utilize urban design concepts to enhance:

- City-wide bicycle/pedestrian safety network;
 - Provide bicycle facilities and amenities that can be used as an alternative method of transportation;
 - Traffic flow and safety for intermodal transportation;
 - Refine goals as identified in the City's Transportation Element of the Comprehensive Development Mater Plan.
4. Incorporate public input and participation in the plan's development.

Tasks (optional):

1. Establish an alliance to create a vision and working group, including property owners.
2. Develop design criteria and incentives for implementation of Recreational Trails Master Plan.
3. Develop implementation strategy.

Comments:

The opportunity for Bicycle/Pedestrian mobility Plan will benefit the City in developing its vision for enhancing the "Gardens" concept and non-mobility alternatives in conjunction with its Comprehensive Development Master Plan.

Funding: The study is estimated to be \$90,000, requiring an \$18,000 match.

- Market Package for Warren Zinn/Golden Glades Property: As requested by the City Manager, we are preparing a development fact sheet summary and package for the City's Golden Glades/Old Warren Zinn Dealership property. It will include:
 - Size in Acres
 - Folio(s)
 - Zoning and uses, i.e., maximum development potential under PCD Zone, Golden Glades area per CDMP
 - Road Frontages (linear feet by frontage)
 - General accessibility to 95, turnpike, palmetto, and ADT's for those roads, especially the road adjacent
 - Distance from airports
 - Visibility from Palmetto.
 - Platting situation
 - Water and sewer service
 - Pervious and Existing approvals
 - Restrictions – i.e.,
 - Non-compete with WalMart
 - Water/sewer line across property
 - Maps and aerials
 - Surveys, plats and site plans: Sams, Warren Zinn
 - Other items you can think of.
 - City Contacts such as:
 - City Manager
 - P&Z
 - Economic Development Manager
 - Water Park – Dolphin Center North DRI:
 - A presentation of the Water Park proposal will be provided by the developer at the February 2 Zoning Meeting.

- The Department is represented at the Miami-Dade County's Lower Development Review Committee on January 19, 2011.
- Dolphin Center South DRI: This is the southerly portion of the Dolphin Development of Regional Impact that includes the City-owned property south of the Home Depot site. We are continuing to work on the Application to Abandon this DRI.

EDEN – Marilu Gunness, Bhairvi Pandya

- Parcel Refresh – Bhairvi – Starting August 2010 - Now Planning and Zoning, and City Manager's office staff following up on editing of folio addresses in EDEN. Per January 2011 report 19,232 addresses have been edited by staff. P&Z is verifying all folio address edits for quality control. Approximately 6/48/each page being verified on a continuous basis. Providing monthly reports to ACM.
- (1) Recently on January 10, 2011 reported "edit timing" issue to IT via Track-it; had a discussion and "computer share" with IT during following week to assess the issue. Editing process has slowed down and is affecting productivity considerably. IT to open a support call with Tyler.
- Permit Process Technical Issues – Microfiche resolution attachments not showing in EDEN; Revising Sign Plan Approval including Sign Denial in Crystal in order to upload into EDEN; Crystal file labels not printing properly

GIS – Bhairvi Pandya

- Parcel Refresh GIS Database for Parcel Import –
- (1) Compiling required databases such as city council districts and enterprise zone from GIS program, FY 2009 ptxa data sheet and GIS parcels data. Conducting a merger of all data using excel, access and GIS program dbase files to create a master database for parcel import in EDEN.
- (2) Assessing custom fields and main tab under Parcel Manager for placement of data in appropriate fields.
- Group Home Maps - Completed 2 group home maps with a 1,000 ft. radius
- NW 215 Street Study–
- (1) Created a Major City-Owned Lands map.
- (2) Created a database of all major city-owned properties that included folio numbers, property name, street address, total acreage and building square feet.
- City Council Maps Seats 2 and 4 – Created two large scale maps for Councilwomen Lisa Davis' and Felicia Robinson's Council Districts.
- Council Seat 4 Map – Created a Council Seat 4 map with parks per Deputy City Manager's request.
- TEP Map- Created a Transportation Enhancement Program Alternatives Map for 2011 TEP solicitation that shows five alternatives based on City's Recreational Trails Master Plan map.
- Zoning Actions Summary dynamic map and database- Worked with interns to complete the Zoning Actions Database. Will continue to work on it with Germany interns.
- Zoning Flyers- Created a "Did you Receive a Warning Ticket for a Sign Plan?" Citizen friendly flyer/card.
- Residential Parking Permit City-wide Mail out Database-

- (1) Created a new city-wide mail out database for all properties in Miami Gardens for Residential Parking Permits; without vacant properties; created and edited fields that read Occupant; created and edited fields that read owner's name with Occupant.
- (2) Coordinated and obtained city's business listing database from Licensing Division.
 - Website updates – New placement of flyers:
 - (1) CIE amendment Notice of Intent
 - (2) CIE Amendment CDMP Chapters
 - (3) DRC flowchart
 - (4) Public Hearing Process
 - (5) Public Hearing Submittal Deadlines

Opa-locka Community Development Corporation – Set up meeting to discuss proposals for improvements in the Bunche Park area.

MONTHLY MIAMI-DADE TRANSPORTATION PLANNING COUNCIL (STAFF TECHNICAL COMMITTEE) MEETING - Bhairvi

MONTHLY MIAMI-DADE PLANNERS TECHNICAL COMMITTEE MEETING - Bhairvi

MIAMI-DADE PUBLIC SCHOOLS STAFF WORKING GROUP (SWG) - Charter Schools as mitigation option criteria sub-committee meetings. Bhairvi

CENSUS - Attend a recognition ceremony at Miami-Dade County Commission for work done on the Miami-Dade County Complete Count Committee.