



# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date: February 23, 2011**  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date: March 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 – February 9, 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 – History of our Community in honor of Black History Month

- F-2) Councilwoman Robinson – “Building a Community of Love” – Valentine Card Contest
- F-3) Councilman Williams – Silver Sneaker Program Update
- F-4) Councilman Williams – Senior Groups’ Use of Betty T. Ferguson Recreational Complex
- F-5) Mayor Gibson – Proclamation “Flood Safety Awareness Week”
- F-6) Chief Mathew Boyd – Monthly Police Report
- F-7) Dr. Danny Crew, City Manager – Employee of the Month/ 5 Year Pin
- F-8) Ronetta Taylor, City Clerk – City Clerk Presentation

**(G) PUBLIC COMMENTS**

**(H) ORDINANCE(S) FOR FIRST READING:**

None

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

None

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

**J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPROVING A SUBSTANTIAL AMENDMENT TO THE 2010-2011 ACTION PLAN FOR THE ALLOCATION OF ONE MILLION, NINE HUNDRED FORTY THOUSAND, THREE HUNDRED THIRTY-SEVEN DOLLARS (\$1,940,337.00) AS DESCRIBED IN THE NSP3 APPLICATION, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO SUBMIT THE NSP3 APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(K) CONSENT AGENDA**

**K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDED A BID TO QUALITY PAVING CORPORATION, IN THE AMOUNT OF EIGHTY-NINE THOUSAND SEVENTY-EIGHT DOLLARS (\$89,078.00), FOR THE NW 38TH AVENUE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH QUALITY PAVING CORPORATION, A**

**COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”;  
PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE  
CITY MANAGER)**

**K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDED A BID TO WRANGLER CONSTRUCTION, INC., IN THE AMOUNT OF TWO HUNDRED TWO THOUSAND, TWO HUNDRED NINETY-THREE DOLLARS AND 03/100 (\$202,293.03), FOR CONSTRUCTION OF THE NW 19<sup>TH</sup> AVENUE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH WRANGLER CONSTRUCTION, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”;  
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 AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE YOUTH VIOLENCE COALITION AND THE DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE MENTORING SERVICES THROUGH THE FUTURE MEN AND WOMEN OF MIAMI GARDENS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”;  
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, EXPRESSING SUPPORT OF HOUSE BILL 141 AND SENATE BILL 466; EXPRESSING OPPOSITION TO SENATE BILL 980; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III)**

**(L) RESOLUTION(S)**

**(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](http://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

<b>Council Meeting Date:</b>	February 23, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>		
			<i>(Enter X in box)</i>	<b>X</b>				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1<sup>st</sup> Reading</b>	<b>2<sup>nd</sup> Reading</b>		
	<b>X</b>		<i>(Enter X in box)</i>					
			<b>Public Hearing:</b>		<b>Yes</b>	<b>No</b>		
			<i>(Enter X in box)</i>		<b>X</b>			
<b>Funding Source:</b>	<b>Neighborhood Stabilization Program (NSP)</b>		<b>Advertising Requirement:</b>		<b>Yes</b>		<b>No</b>	
					<b>X</b>			
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>		N/A			
		<b>X</b>						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
	<b>X</b>							
<b>Sponsor Name</b>	<b>Danny Crew. City Manager</b>		<b>Department:</b>		<b>Community Development</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPROVING A SUBSTANTIAL AMENDMENT TO THE 2010-2011 ACTION PLAN FOR THE ALLOCATION OF ONE MILLION, NINE HUNDRED FORTY THOUSAND, THREE HUNDRED THIRTY-SEVEN DOLLARS (\$1,940,337.00) AS DESCRIBED IN THE NSP3 APPLICATION, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO SUBMIT THE NSP3 APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

On July 30, 2008, President Bush signed the Housing and Economic Recovery Act of 2008 which authorized a one time appropriation of \$3.92 Billion to the Neighborhood Stabilization Program (NSP)

**ITEM J-1) PUBLIC HEARING  
RESOLUTION  
NSP 3 Application**

now referred to as NSP1. The City of Miami Gardens received an allocation of \$6,866,119.02. These funds were to be used by local governments to acquire abandoned and foreclosed upon properties for demolition, rehabilitation, and resell to income eligible households. Thus revitalizing and stabilizing neighborhoods impacted by the housing crisis.

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 was passed. This bill provided for a third, one-time appropriation of \$970 million in additional Neighborhood Stabilization Program (NSP3) funds.

As with the first appropriation, NSP3 funds were allocated to entitlement States and Cities by a formula based on (a) The number and percentage of home foreclosures in each State or unit of general local government; (b) the number and percentage of homes financed by a subprime mortgage related loan in each State or unit of general local government; and (c) the number and percentage of homes in default or delinquency in each State or unit of general local government.

The City of Miami Gardens has been allocated \$1,940,337 in NSP3 funds.

### **Current Situation**

In order to qualify to receive the funds allocated, grantees are required to submit a Substantial Amendment (NSP 3 Application) to their 2010-2011 Annual Action Plan. The Draft of the NSP3 Plan was made available for public comment on the City's website and copies were made available at City Hall and at the Department of Community Development. City staff conducted a public meeting/workshop on February 10, 2011 where the City's NSP3 Application and the method of determining the Areas of Greatest Need were explained in greater detail. The workshop was open to the general public and was advertised on the City's website as well as in the Miami Herald Neighbors Section for Miami Gardens. Comments received at the workshop have been considered for incorporation into the NSP3 Application.

The attached NSP3 Application reflects the proposed activities to be carried out with NSP3 funds. The activities are in line with the parameters set by HUD in their notice of allocation. Staff utilized the HUD provided NSP3 Mapping tool and data files, USPS vacancy data, and local research, as well as analyzing the areas where the City's NSP1 activities have already commenced the stabilization process, to determine the areas of greatest need within the City.

The NSP3 Application must be submitted to the local HUD office no later than March 1, 2011 in order to be considered for approval. A resolution is needed to approve the NSP3 Application and to authorize the City Manager to submit the application to HUD.

### **Proposed Action:**

It is recommended that the City Council approve the proposed Substantial Amendment to the 2010-11 Action Plan (NSP3 Application) for the allocation of \$1,940,337 as described in the attached NSP3 Application, and further authorize the City Manager to submit the NSP3 Application to HUD.

**Attachment:**

- Substantial Amendment (NSP3 Application) to the 2010-11 Annual Action Plan

RESOLUTION NO. 2011\_\_\_\_\_

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA APPROVING A SUBSTANTIAL AMENDMENT TO  
5 THE 2010-2011 ACTION PLAN FOR THE ALLOCATION OF ONE  
6 MILLION, NINE HUNDRED FORTY THOUSAND, THREE HUNDRED  
7 THIRTY-SEVEN DOLLARS (\$1,940,337.00) AS DESCRIBED IN THE  
8 NSP3 APPLICATION, ATTACHED HERETO AS EXHIBIT "A";  
9 AUTHORIZING THE CITY MANAGER TO SUBMIT THE NSP3  
10 APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN  
11 DEVELOPMENT; PROVIDING FOR THE ADOPTION OF  
12 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.  
13

14 WHEREAS, on July 30, 2008, President Bush signed the Housing and Economic  
15 Recovery Act of 2008 which authorized a one-time appropriation of Three Billion Nine  
16 Hundred and Twenty Million Dollars (\$3,920,000,000.00) to the Neighborhood  
17 Stabilization Program ("NSP"), now referred to as NSP1, and

18 WHEREAS, the City of Miami Gardens received an allocation of Six Million Eight  
19 Hundred Sixty-Six Thousand One Hundred Nineteen Dollars and 02/100  
20 (\$6,866,119.02), and

21 WHEREAS, those funds were used to acquire abandoned and foreclosed  
22 properties for demolition rehab and to resale persons who are income eligible, and

23 WHEREAS, on July 21, 2010, the Dodd-Frank Wall Street Reform and  
24 Consumer Protection Act of 2010 was adopted, and

25 WHEREAS, this Bill provided for a third one time appropriation of  
26 \$970,000,000.00 in additional Neighborhood Stabilization Program funds ("NSP3"), and

27 WHEREAS, the City of Miami Gardens has been allocated One Million, Nine  
28 Hundred Forty-Three Thousand, Three Hundred Thirty-Seven Dollars (\$1,940,337.00)  
29 in NSP3 funds, and

30 WHEREAS, in order for the City to receive the NSP3 funds, the City is required  
31 to submit a Substantial Amendment to the City's 2010-2011 Annual Action Plan, and

32 WHEREAS, City staff made the draft NSP3 plan available for public comments  
33 on the City's website and copies were also available at City Hall in the Community  
34 Development office, and

35 WHEREAS, City staff conducted a public meeting/workshop on February 10,  
36 2011 wherein the NSP3 application was discussed in greater detail, and

37 WHEREAS, City staff is requesting that the City Council approve the Substantial  
38 Amendment and authorized the City Manager to submit the same to HUD for approval,

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

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

44 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
45 hereby approves a substantial amendment to the 2010-2011 Action Plan for the  
46 allocation of One Million, Nine Hundred Forty Thousand, Three Hundred Thirty-Seven  
47 Dollars (\$1,940,337.00) as described in the NSP3 application, attached hereto as  
48 Exhibit A, and authorizing the City Manager to submit the NSP3 application to the  
49 Department of Housing and Urban Development.

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

52 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
53 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

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)



**“DRAFT”**  
**2010**  
**Community Development**  
**Consolidated**  
**Annual Action Plan**

*Substantial Amendment*

**Neighborhood Stabilization Program**

**Round 3**

## NSP3 Grantee Information

NSP3 Program Administrator Contact Information	
Name (Last, First)	Valera, Elizabeth
Email Address	evalera@miamigardens-fl.gov
Phone Number	305-622-8041
Mailing Address	1515 NW 167 St., Bldg 5 Suite 200, Miami Gardens, FL 33169

## 1. Areas of Greatest Need

### Map Submission

The map generated at the HUD NSP3 Mapping Tool for Preparing Action Plan website is included as an attachment.

### Data Sources Used to Determine Areas of Greatest Need

#### Describe the data sources used to determine the areas of greatest need.

Response:

Miami Gardens primarily utilized the NSP3 Mapping Tool and HUD provided Downloadable Data Files to determine the areas of greatest need within the City. The data provided included the NSP3 Index Score per census block. All the blocks in Miami Gardens had an Index Score of 20, determining that all blocks meet the criteria of greatest need as the State's minimum index score is 17.

The data also provided the total number of housing units per block, the percentage of persons earning less than 120% of Area Median Income, the percentage of persons earning less than 80% of area median income, the number of high cost/subprime loans, the number of foreclosure starts, the number of mortgages past due 90 days or more and the number of REO's. HUD also provided data from the USPS which detailed the number of vacant residential units and the number of units of unknown vacancy status.

To assess the current situation, we obtained data from Foreclosures.com, Zillow.com, Trulia.com and Realty Trac.com. They reported an average of 360 bank owned properties and over 1,110 pre-foreclosures currently available within the City.

The City also analyzed areas where NSP1 activities already commenced the stabilization process. The NSP1 projects were mapped out to show the clusters of concentration. We found that there was a concentration of acquisitions in two specific areas within the City.

### Determination of Areas of Greatest Need and Applicable Tiers

#### Describe how the areas of greatest need were established and whether a tiered approach is being utilized to determine the distribution of funding.

Response:

A combination of local research, HUD provided data and the NSP3 guidelines and limitations were used to determine the City's Area of Greatest Need (AGN). Two areas comprise the AGN and these were

chosen because they met the NSP3 criteria and our analysis of the data and local research indicates that the program's impact will have a good potential for success.

The data demonstrated a concentration of foreclosures and vacant/abandoned properties in both areas. More than half of the housing units in those two areas received a mortgage between 2004 and 2007, when market values were at their peak. The delinquency rate is over 26% and the total number of households that are either vacant properties, in foreclosure or are REO's is 22%.

Our assessment of both areas demonstrated a foreclosure rate significant enough to provide for the acquisition of the minimum number properties required by HUD to make an impact on the neighborhood. It was also determined that the prices of the available qualifying properties will be low enough and the potential of program income will assist in purchasing the number of units recommended by HUD.

Under NSP1, the City has already started its stabilization efforts in both areas. In the first area, Census Block 010001-1, "Riverdale", located between from N.W. 207 and 215 Street and 27 thru 37 Avenue. The City has purchased a total of 6 properties in this area, 3 of which have been sold to LMMI households, generating over \$200K in Program Income. The second area, adjoining Census Blocks 00403-1, 00403-5 and 00403-6, "Rainbow Park", located between N.W. 151 and 155 Street and 17 thru 27 Avenue. The City purchased has 6 properties in this area where rehabilitation is underway. In addition to the acquisitions, the City has also demolished 1 blighted property in Riverdale and 2 in Rainbow Park.

When combined into a single "Area of Greatest Need", we estimate that the cost of acquiring and rehabilitating the number of properties needed to make an impact will exceed the amount of available funding. However, we are anticipating receiving program income from the sales and are seeking partnerships with organizations and agencies that can provide funding to leverage the overall costs.

## 2. Definitions and Descriptions

### Definitions

Term	Definition
Blighted Structure	Blighted structure is a building that is not being maintained to the City's minimum housing standards and exhibits common housing violations such as broken windows, missing doors, severely damaged electrical and plumbing systems, roof in disrepair, and other violations that are typically indicative of poor maintenance or neglect, unsanitary or unsafe conditions.
Affordable Rents	Affordable rents will be based on the maximum rent levels as published by HUD annually and will ensure that any housing provided through this initiative is affordable. Affordable is defined as monthly mortgage payments including taxes and insurance to not exceed thirty five percent (35%) of the maximum monthly income allowed for the applicant's income category.

### Descriptions

Term	Definition
Long-Term Affordability	<p>To ensure long-term affordability as it relates to homeownership, buyers will receive subsidy assistance of up to \$55,000. Buyers will execute a Promissory Note in the amount of subsidy assistance which will be secured by a recorded Mortgage and Security Agreement. The terms of the subsidy assistance will stipulate that they buyer must continue to occupy the property throughout the 15 year affordability period. If they buyer ceases to own or occupy the property, repayment will be required and the amount of repayment will depend on when this occurs and will be based on a scale which could include some shared appreciation.</p> <p>In the case of rental housing, the City will assure long-term affordability by executing a sub-recipient agreement with the entities managing the properties and recording a restricted covenant on the property that will uphold the affordability requirements.</p>
Housing Rehabilitation Standards	<p>The housing rehabilitation standards for the NSP3 activities will be consistent with the City’s existing Housing Policy which includes Housing Quality Standards and compliance with current building codes. In addition, the gut rehabilitations or new construction will be designed to meet or exceed the standards for Energy Star Qualified New Homes while other rehabilitation projects will include replacement of older obsolete products and appliances with Energy Star qualified products.</p>

### 3. Low-Income Targeting

#### Low-Income Set-Aside Amount

Enter the low-income set-aside percentage in the first field. The field for total funds set aside will populate based on the percentage entered in the first field and the total NSP3 grant.

**Identify the estimated amount of funds appropriated or otherwise made available under the NSP3 to be used to provide housing for individuals or families whose incomes do not exceed 50 percent of area median income.**

Response:

Total low-income set-aside **percentage** (must be no less than 25 percent): 25.00%

Total funds set aside for low-income individuals = \$485,084.25

#### Meeting Low-Income Target

**Provide a summary that describes the manner in which the low-income targeting goals will be met.**

Response:

The City of Miami Gardens intends to rehabilitate vacant abandoned, foreclosed or demolished residential properties to provide housing for households with incomes at or below 50 percent of the area median income. The City intends to identify income eligible households who are able to secure a mortgage to purchase a home. The City will provide subsidy assistance to assure affordability. The City also intends to convey approximately 4 to 5 homes to one or more local non-profit organizations to manage the rental of said units. The organizations will be selected by way of a formal Request for

Qualifications process. The City will monitor the organizations to assure compliance with program requirements, most importantly income eligibility and affordable rents.

## 4. Acquisition and Relocation

### Demolition or Conversion of LMI Units

Does the grantee intend to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income)?	Yes
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If yes, fill in the table below.

Question	Number of Units
The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.	5
The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).	5
The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.	0

## 5. Public Comment

### Citizen Participation Plan

**Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment or abbreviated plan.**

Response:  
The City of Miami Gardens posted this NSP3 Draft Action Plan Substantial Amendment on the City’s website on February 7, 2011. In addition to posting it on the website, the Draft was made available for public review and comment at City Hall and the Department. Notice of the public review period was published in the newspaper of most circulation. The City also hosted a public meeting/workshop on February 10, 2011 to share the approach utilized to finalize the proposed activities and areas. The public meeting/workshop was also advertised on the City’s website and in the newspaper of most circulation.

### Summary of Public Comments Received.

The summary of public comments received is included as an attachment.

## 6. NSP Information by Activity

Activity Number 1		
<b>Activity Name</b>	Single Family Acquisition, Rehabilitation and Resale	
<b>Uses</b>	Select all that apply:	
	<input type="checkbox"/>	Eligible Use A: Financing Mechanisms
	<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation
	<input type="checkbox"/>	Eligible Use C: Land Banking
	<input type="checkbox"/>	Eligible Use D: Demolition
<input type="checkbox"/>	Eligible Use E: Redevelopment	
<b>CDBG Activity or Activities</b>	24 CFR 570.201(a) Acquisition and (b) Disposition	
<b>National Objective</b>	Low Moderate Middle Income Housing (LMMH)	
<b>Activity Description</b>	This activity entails the City or a Developer solicited through an RFQ process to acquire abandoned and or foreclosed single family properties, rehabilitate the homes to meet all codes, be energy efficient and hardened against storms. The properties will be sold to eligible buyers for which the City will provide assistance in an amount of up to \$55,000. Program income derived from the sales of these properties will be used to acquire, rehabilitate and resell additional housing units.	
<b>Location Description</b>	Riverdale and Rainbow Park (Census Blocks 10001.1, 00403.1, 00403.5, 00403.6)	
<b>Budget</b>	<b>Source of Funding</b>	<b>Dollar Amount</b>
	NSP3	\$1,211,220.00
	(Other funding source)	\$0.00
	(Other funding source)	\$0.00
<b>Total Budget for Activity</b>	<b>\$1,211,220.00</b>	
<b>Performance Measures</b>	23 Projected Housing Units	
<b>Projected Start Date</b>	5/2/2011	
<b>Projected End Date</b>	5/1/14	
<b>Responsible Organization</b>	<b>Name</b>	City Of Miami Gardens
	<b>Location</b>	1515 N.W. 167 St., Bldg. 5, Suite 200, Miami Gardens, FL 33169
	<b>Administrator Contact Info</b>	Elizabeth Valera (305) 622-8041, evalera@miamigardens-fl.gov

Activity Number 2		
<b>Activity Name</b>	Single Family Acquisition, Rehabilitation and Resale-LH25	
<b>Use</b>	Select all that apply:	
	<input type="checkbox"/>	Eligible Use A: Financing Mechanisms
	<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation
	<input type="checkbox"/>	Eligible Use C: Land Banking
	<input type="checkbox"/>	Eligible Use D: Demolition
<input type="checkbox"/>	Eligible Use E: Redevelopment	
<b>CDBG Activity or Activities</b>	24 CFR 570.201(a) Acquisition and (b) Disposition	
<b>National Objective</b>	Low-Income Housing to Meet 25% Set-Aside (LH25)	
<b>Activity Description</b>	This activity entails the City or a Developer solicited through an RFQ process to acquire abandoned and or foreclosed single family properties, rehabilitate the homes to meet all codes, be energy efficient and hardened against storms. The properties will either be sold to eligible buyers or conveyed to non-profit organizations to be managed as a rental property.	
<b>Location Description</b>	Riverdale and Rainbow Park (Census Blocks 10001.1, 00403.1, 00403.5, 00403.6)	
<b>Budget</b>	<b>Source of Funding</b>	<b>Dollar Amount</b>
	NSP3	\$485,084.00
	(Other funding source)	\$0.00
	(Other funding source)	\$0.00
<b>Total Budget for Activity</b>	\$485,084.00	
<b>Performance Measures</b>	10 Projected Housing Units	
<b>Projected Start Date</b>	5/2/2011	
<b>Projected End Date</b>	5/1/2014	
<b>Responsible Organization</b>	<b>Name</b>	City Of Miami Gardens
	<b>Location</b>	1515 N.W. 167 St., Bldg. 5, Suite 190, Miami Gardens, FL 33169
	<b>Administrator Contact Info</b>	Elizabeth Valera (305) 622-8041, evalera@miamigardens-fl.gov

Activity Number 3		
<b>Activity Name</b>	Demolition of Blighted Properties	
<b>Use</b>	Select all that apply:	
	<input type="checkbox"/> Eligible Use A: Financing Mechanisms	
	<input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation	
	<input type="checkbox"/> Eligible Use C: Land Banking	
	<input checked="" type="checkbox"/> Eligible Use D: Demolition	
<input type="checkbox"/> Eligible Use E: Redevelopment		
<b>CDBG Activity or Activities</b>	Demolition of vacant/blighted structures- 24 CFR 570.201(d)	
<b>National Objective</b>	Low Moderate Middle Income Housing (LMMH)	
<b>Activity Description</b>	This activity involves the elimination of approximately 5 blighted structures that are beyond repair, and pose a health and/or safety hazard in eligible neighborhoods	
<b>Location Description</b>	The City will only demolish properties in the identified Areas of Greatest Need	
<b>Budget</b>	<b>Source of Funding</b>	<b>Dollar Amount</b>
	NSP3	\$50,000.00
	(Other funding source)	\$0.00
	(Other funding source)	\$0.00
<b>Total Budget for Activity</b>	\$50,000.00	
<b>Performance Measures</b>	Demolition of Five (5) Blighted Structures	
<b>Projected Start Date</b>	5/1/2011	
<b>Projected End Date</b>	5/1/2014	
<b>Responsible Organization</b>	<b>Name</b>	City Of Miami Gardens
	<b>Location</b>	1515 N.W. 167 St. Bldg. 5, Suite 190, Miami Gardens, FL 33169
	<b>Administrator Contact Info</b>	Elizabeth Valera (305) 622-8041, evalera@miamigardens-fl.gov

Activity Number 4		
<b>Activity Name</b>	Program Administration	
<b>Use</b>	Select all that apply:	
	<input type="checkbox"/> Eligible Use A: Financing Mechanisms	
	<input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation	
	<input type="checkbox"/> Eligible Use C: Land Banking	
	<input type="checkbox"/> Eligible Use D: Demolition	
<input type="checkbox"/> Eligible Use E: Redevelopment		
<b>CDBG Activity or Activities</b>	Program Administration: Administrative duties relative to the overall grant program and fair housing activities. This activity is assumed to benefit low and moderate income persons and is eligible under 24 CFR section 570.206.	
<b>National Objective</b>	(Select One)	
<b>Activity Description</b>	NSP3 regulations allows grantees a maximum of 10% of their NSP allocation to be utilized for planning and administrative costs overseeing the program, reporting and other general administrative activities.	
<b>Location Description</b>	N/A	
<b>Budget</b>	<b>Source of Funding</b>	<b>Dollar Amount</b>
	NSP3	\$194,033.00
	(Other funding source)	\$0.00
	(Other funding source)	\$0.00
<b>Total Budget for Activity</b>	\$194,033.00	
<b>Performance Measures</b>	(Enter all performance measures here)	
<b>Projected Start Date</b>	5/2/2011	
<b>Projected End Date</b>	5/1/2014	
<b>Responsible Organization</b>	<b>Name</b>	City Of Miami Gardens
	<b>Location</b>	1515 N.W. 167 St., Bldg. 5 Suite 200, Miami Gardens, FL 33169
	<b>Administrator Contact Info</b>	Elizabeth Valera (305) 622-8041, evalera@miamigardens-fl.gov

## 7. Certifications

### Certifications for State and Entitlement Communities

(1) **Affirmatively furthering fair housing.** The jurisdiction certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-displacement and relocation plan.** The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(3) **Anti-lobbying.** The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(4) **Authority of jurisdiction.** The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(5) **Consistency with plan.** The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable.

(6) **Acquisition and relocation.** The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP program published by HUD.

(7) **Section 3.** The jurisdiction certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(8) **Citizen participation.** The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(9) **Following a plan.** The jurisdiction certifies it is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD. [Only States and entitlement jurisdictions use this certification.]

(10) **Use of funds.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

(11) **The jurisdiction certifies:**

- a. that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

NSP3 Application - Draft  
City of Miami Gardens

- b. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive force.** The jurisdiction certifies that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(13) **Compliance with anti-discrimination laws.** The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with lead-based paint procedures.** The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with laws.** The jurisdiction certifies that it will comply with applicable laws.

(16) **Vicinity hiring.** The jurisdiction certifies that it will, to the maximum extent feasible, provide for hiring of employees that reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the vicinity of NSP3 projects.

(17) **Development of affordable rental housing.** The jurisdiction certifies that it will abide by the procedures described in its NSP3 Abbreviated Plan to create preferences for the development of affordable rental housing for properties assisted with NSP3 funds.

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Signature/Authorized Official

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Date

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Title



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	February 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
						X	
<b>Funding Source:</b>	<b>SFWMD Grant and Stormwater Fund</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
							X
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>ITB #10-11-021</b>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Goals: Improve City infrastructure</b>			
	X						
<b>Sponsor Name</b>	<b>Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Public Works/Stormwater</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDED A BID TO QUALITY PAVING CORPORATION, IN THE AMOUNT OF EIGHTY-NINE THOUSAND SEVENTY-EIGHT DOLLARS (\$89,078.00), FOR THE NW 38TH AVENUE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH QUALITY PAVING CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In mid 2010, the South Florida Water Management District (SFWMD) informed the City of available funding for stormwater projects. The City applied and submitted three drainage projects from the City's Stormwater Master Plan and other flooding areas reported by residents. Each stormwater drainage project will consist of design, permitting, and construction of French basins with catch basins.

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
Awarding a bid to Paving Corp.**

Specifically, the SFWMD has funded the drainage project for the area on NW 38 Place and NW 208/209 Street. Funding provided from SFWMD is \$30,977. An additional \$58,101 will come from the City's Stormwater Fund to complete this project.

Specifications were prepared by City staff and Chen and Associate for 38<sup>th</sup> Avenue Residential Area Drainage Improvements Project and Bid #10-11-021 was advertised on December 21, 2010. A broadcast notice was sent to 873 vendors. Twenty-two bid packages were requested. The bids were opened on January 20, 2011. Eleven bids were received and publicity read (see attached tabulation sheet).

Bids were evaluated for compliance with the specifications and their ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were favorable, the finances are in order, and insurance is sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

## **Proposed Action:**

That City Council approves the attached resolution authorizing the City Manager to execute the contract for NW 38th Avenue Stormwater Drainage Project in the amount of \$89,078, which includes a ten percent contingency, to Quality Paving Corporation, located in Miami, Florida.

## **Attachment:**

Attachment A – Contract  
Attachment B – Tabulation

RESOLUTION NO. 2011\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AWARDED A BID TO QUALITY PAVING  
5 CORPORATION, IN THE AMOUNT OF EIGHTY-NINE THOUSAND  
6 SEVENTY-EIGHT DOLLARS (\$89,078.00), FOR THE NW 38TH AVENUE  
7 STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY  
8 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,  
9 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH QUALITY  
10 PAVING CORPORATION, A COPY OF WHICH IS ATTACHED HERETO  
11 AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF  
12 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.  
13

14 WHEREAS, the City of Miami Gardens submitted a grant application to the South  
15 Florida Water Management District ("SFWMD") for three (3) drainage projects from the  
16 City's Stormwater Master Plan, and

17 WHEREAS, SFWMD awarded the City funding in the amount of Thirty Thousand  
18 Nine Hundred Seventy-Seven Dollars (\$30,977.00) for a drainage project along NW  
19 38th Street between NW 208 Street and 209 Street, and

20 WHEREAS, the City will contribute Fifty-Eight Thousand One Hundred One  
21 Dollars (\$58,101.00) from the City's Stormwater Fund to complete the drainage project,  
22 and

23 WHEREAS, City staff advertised Bid #10-11-021 on December 21, 2010, and

24 WHEREAS, eleven (11) bids were received and publicly read, evaluated for  
25 compliance, and the ability of the firms to perform the work, and

26 WHEREAS, the apparent lowest bidder was Quality Paving Corporation, located  
27 in Miami, Florida,

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

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

33 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens  
34 hereby awards a bid to Quality Paving Corporation, in the amount of Eighty-Nine  
35 Thousand Seventy-Eight Dollars (\$89,078.00) for the NW 38th Avenue Stormwater  
36 Drainage Project; and authorizing the City Manager and the City Clerk to execute and  
37 attest, respectively, that certain Agreement with Quality Paving Corporation, a copy of  
38 which is attached hereto as Exhibit "A".

39 Section 3. INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
40 authorized to obtain two (2) fully executed copies of the subject Agreement with one to  
41 be maintained by the City, and one to be delivered to Quality Paving Corporation.

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

44 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
45 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2011.

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53 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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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)

**CITY OF MIAMI GARDENS  
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Quality Paving Corp., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 10-11-021 dated January 20, 2011.

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof.

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated \_\_\_\_\_ and any attachments.
- c. Bid Document, including General Conditions; Specifications and plans prepared by the City and Architect
- d. Contractor's Bid Proposal

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

**ARTICLE 2. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within forty-five (45) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within sixty (60) days from the date certified by CITY as the date of Final Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of One Hundred and Fifty Dollars (\$150.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated

damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

#### **ARTICLE 4. COMPENSATION**

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of Eighty Thousand Nine Hundred Eighty Dollars(\$80,980.00).

#### **ARTICLE 5. PROGRESS PAYMENTS**

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. Along with each invoice the CONTRACTOR will be required to show the work on an as-built format. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## **ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

**ARTICLE 7. MISCELLANEOUS**

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract

contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens  
Attn: City Manager  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

With a Copy to: City Attorney  
C/O City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Quality Paving Corp.  
Address: 7875 SW 40 Street  
Address: Suite 229  
City, State & Zip: Miami, FL 33155  
Contact Person: Richard Gonzalez

Fed. ID# 65-0853741  
Telephone # 305-261-2426  
Fax # 305-668-3317  
Title: President

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract

shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

7.11 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$80,980.00, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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. One percent ( 1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR:

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

Print Name: \_\_\_\_\_

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

Seal:

ATTEST:

\_\_\_\_\_

**City Clerk**

CITY OF MIAMI GARDENS

\_\_\_\_\_

**City Manager**

APPROVED AS TO FORM:

\_\_\_\_\_

CITY Attorney

Dated:

ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item			Quality Paving Miami, FL		Wrangler Construction Miami, FL		Florida Engineering & Dev. Hialeah Gardens, FL		D2 Construction Miami, FL	
	UOM	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes		yes	
General Req	LS	1		\$3,000.00		\$4,500.00		\$2,550.00		\$3,200.00
MOT	LS	1		\$1,500.00		\$950.00		\$2,450.00		\$2,000.00
Bonds & Ins	LS	1		\$1,000.00		\$2,250.00		\$2,200.00		\$2,500.00
<b>Sub General</b>				<b>\$5,500.00</b>		<b>\$7,700.00</b>		<b>\$7,200.00</b>		<b>\$7,700.00</b>
18" RCP	LF	40	\$42.00	\$1,680.00	\$36.00	\$1,440.00	\$43.00	\$1,720.00	\$23.00	\$920.00
Trench 18" RCP	LF	230	\$88.00	\$20,240.00	\$80.00	\$18,400.00	\$94.50	\$21,735.00	\$70.00	\$16,100.00
J Structure	EA	5	\$2,500.00	\$12,500.00	\$1,450.00	\$7,250.00	\$2,505.00	\$12,525.00	\$3,200.00	\$16,000.00
18" Cap	EA	1	\$80.00	\$80.00	\$70.00	\$70.00	\$102.00	\$102.00	\$500.00	\$500.00
Baffle	EA	5	\$250.00	\$1,250.00	\$750.00	\$3,750.00	\$185.00	\$925.00	\$225.00	\$1,125.00
<b>Sub Drainage</b>				<b>\$35,750.00</b>		<b>\$30,910.00</b>		<b>\$37,007.00</b>		<b>\$34,645.00</b>
R&D Pavement	SY	312	\$2.00	\$624.00	\$3.15	\$982.80	\$2.20	\$686.40	\$3.00	\$936.00
R&D 6" Concrete	SY	70	\$2.00	\$140.00	\$6.30	\$441.00	\$7.00	\$490.00	\$5.00	\$350.00
R&D 4" Concrete	SY	100	\$2.00	\$200.00	\$6.30	\$630.00	\$5.00	\$500.00	\$4.00	\$400.00
R&D Limerock	SY	260	\$2.00	\$520.00	\$2.20	\$572.00	\$3.00	\$780.00	\$4.00	\$1,040.00
C&G Swale	SY	735	\$3.00	\$2,205.00	\$1.80	\$1,323.00	\$4.00	\$2,940.00	\$2.00	\$1,470.00
Compact 8"	SY	460	\$4.00	\$1,840.00	\$4.10	\$1,886.00	\$3.00	\$1,380.00	\$3.00	\$1,380.00
Limerock 8"	SY	260	\$12.00	\$3,120.00	\$7.60	\$1,976.00	\$9.00	\$2,340.00	\$15.00	\$3,900.00
Asphalt S-III	SY	2930	\$5.00	\$14,650.00	\$6.45	\$18,898.50	\$5.50	\$16,115.00	\$8.00	\$23,440.00
Pipe 18x24	LF	312	\$13.00	\$4,056.00	\$22.75	\$7,098.00	\$17.00	\$5,304.00	\$25.00	\$7,800.00
Flowable Fill	EA	5	\$60.00	\$300.00	\$305.00	\$1,525.00	\$286.00	\$1,430.00	\$220.00	\$1,100.00
8" Catch Basin	EA	5	\$220.00	\$1,100.00	\$207.00	\$1,035.00	\$324.50	\$1,622.50	\$250.00	\$1,250.00
4" Sidewalk	SY	130	\$28.00	\$3,640.00	\$20.25	\$2,632.50	\$23.30	\$3,029.00	\$15.00	\$1,950.00
6" Sidewalk	SY	45	\$32.00	\$1,440.00	\$21.50	\$967.50	\$27.30	\$1,228.50	\$20.00	\$900.00
Asp. Driveway	SY	40	\$22.00	\$880.00	\$20.25	\$810.00	\$28.30	\$1,132.00	\$27.00	\$1,080.00
6" Driveway	SY	25	\$60.00	\$1,500.00	\$44.25	\$1,106.25	\$52.00	\$1,300.00	\$30.00	\$750.00
<b>Sub Roadway</b>				<b>\$36,215.00</b>		<b>\$41,883.55</b>		<b>\$40,277.40</b>		<b>\$47,746.00</b>
Sod-St. Aug	SY	550	\$4.00	\$2,200.00	\$2.30	\$1,265.00	\$3.00	\$1,650.00	\$3.00	\$1,650.00
Sod - Bahia	SY	185	\$3.00	\$555.00	\$2.50	\$462.50	\$2.10	\$388.50	\$2.50	\$462.50

ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

pg. 2										
Item	UOM	Qty	Quality Paving		Wrangler Construction		Florida Engineering & Dev.		Unit Price	Total Price
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
<b>Sub Landscape</b>				<b>\$2,755.00</b>		<b>\$1,727.50</b>		<b>\$2,038.50</b>		<b>\$2,112.50</b>
6" Plastic Line	LF	200	\$2.50	\$500.00	\$2.50	\$500.00	\$3.90	\$780.00	\$0.60	\$120.00
24" Plastic line	LF	22	\$10.00	\$220.00	\$13.80	\$303.60	\$6.60	\$145.20	\$1.40	\$30.80
Markers	EA	4	\$10.00	\$40.00	\$12.60	\$50.40	\$5.50	\$22.00	\$2.00	\$8.00
<b>Sub Markings</b>				<b>\$760.00</b>		<b>\$854.00</b>		<b>\$947.20</b>		<b>\$158.80</b>
<b>TOTAL DRAIN</b>				<b>\$80,980.00</b>		<b>\$83,075.05</b>		<b>\$87,470.10</b>		<b>\$92,203.50</b>

**Additional Items**

Item	UOM	Qty	Unit Price	Total Price						
D Catch Basin	EA	2	\$1,500.00	\$3,000.00	\$1,150.00	\$2,300.00	\$1,800.00	\$3,600.00	1500	\$3,000.00
Exist Wtr Main	EA	2	\$2,000.00	\$4,000.00	\$8,200.00	\$16,400.00	\$3,000.00	\$6,000.00	1500	\$3,000.00
12" RCP	LF	20	\$50.00	\$1,000.00	\$27.00	\$540.00	\$55.00	\$1,100.00	15	\$300.00
C&T Exist Drain	EA	4	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$600.00	\$2,400.00	500	\$2,000.00
R&D Exit Drain	EA	2	\$300.00	\$600.00	\$400.00	\$800.00	\$250.00	\$500.00	\$500.00	\$1,000.00
Mill 1" Asphalt	SY	2930	\$4.00	\$11,720.00	\$3.00	\$8,790.00	\$0.40	\$1,172.00	\$6.00	\$17,580.00
Clean Drain	EA	4	\$250.00	\$1,000.00	\$390.00	\$1,560.00	\$180.00	\$720.00	\$200.00	\$800.00
Clean Pipe	LF	200	\$5.00	\$1,000.00	\$3.50	\$700.00	\$6.00	\$1,200.00	\$3.00	\$600.00
<b>TOTAL ADD.</b>				<b>\$24,320.00</b>		<b>\$33,290.00</b>		<b>\$16,692.00</b>		<b>\$28,280.00</b>
<b>TOTAL PROJ.</b>				<b>\$105,300.00</b>		<b>\$116,365.05</b>		<b>\$104,162.10</b>		<b>\$120,483.50</b>

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ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item			Williams Paving Medley, FL		Horizon Contractors Hialeah, FL		JVA Eng. Contractor Miami, FL		Rock Power Paving Miami, FL	
	UOM	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes		yes	
General Req	LS	1		\$2,500.00		\$4,000.00		\$1,000.00		\$4,950.00
MOT	LS	1		\$2,200.00		\$3,500.00		\$1,000.00		\$2,640.00
Bonds & Ins	LS	1		\$1,600.00		\$2,000.00		\$2,500.00		\$3,410.00
<b>Sub General</b>				<b>\$6,300.00</b>		<b>\$9,500.00</b>		<b>\$4,500.00</b>		<b>\$11,000.00</b>
18" RCP	LF	40	\$40.00	\$1,600.00	\$30.00	\$1,200.00	\$31.20	\$1,248.00	\$58.00	\$2,320.00
Trench 18" RCP	LF	230	\$75.00	\$17,250.00	\$75.00	\$17,250.00	\$92.76	\$21,334.80	\$98.00	\$22,540.00
J Structure	EA	5	\$3,175.00	\$15,875.00	\$2,300.00	\$11,500.00	\$2,914.93	\$14,574.65	\$3,074.00	\$15,370.00
18" Cap	EA	1	\$250.00	\$250.00	\$150.00	\$150.00	\$561.75	\$561.75	\$121.00	\$121.00
Baffle	EA	5	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$167.99	\$839.95	\$150.00	\$750.00
<b>Sub Drainage</b>				<b>\$36,225.00</b>		<b>\$31,850.00</b>		<b>\$38,559.15</b>		<b>\$41,101.00</b>
R&D Pavement	SY	312	\$2.00	\$624.00	\$2.00	\$624.00	\$1.95	\$608.40	\$3.60	\$1,123.20
R&D 6" Concrete	SY	70	\$10.00	\$700.00	\$45.00	\$3,150.00	\$7.25	\$507.50	\$19.30	\$1,351.00
R&D 4" Concrete	SY	100	\$10.00	\$1,000.00	\$40.00	\$4,000.00	\$8.61	\$861.00	\$21.00	\$2,100.00
R&D Limerock	SY	260	\$2.25	\$585.00	\$5.00	\$1,300.00	\$3.90	\$1,014.00	\$4.30	\$1,118.00
C&G Swale	SY	735	\$3.00	\$2,205.00	\$3.00	\$2,205.00	\$3.41	\$2,506.35	\$4.00	\$2,940.00
Compact 12"	SY	460	\$3.00	\$1,380.00	\$2.00	\$920.00	\$2.20	\$1,012.00	\$4.10	\$1,886.00
Compact 8"	SY	260	\$12.00	\$3,120.00	\$10.50	\$2,730.00	\$9.90	\$2,574.00	\$12.85	\$3,341.00
Asphalt S-III	SY	2930	\$7.00	\$20,510.00	\$5.00	\$14,650.00	\$7.69	\$22,531.70	\$6.00	\$17,580.00
Pipe 18x24	LF	312	\$11.00	\$3,432.00	\$18.00	\$5,616.00	\$27.45	\$8,564.40	\$18.00	\$5,616.00
Flowable Fill	EA	5	\$200.00	\$1,000.00	\$800.00	\$4,000.00	\$103.46	\$517.30	\$106.00	\$530.00
8" Catch Basin	EA	5	\$475.00	\$2,375.00	\$600.00	\$3,000.00	\$343.07	\$1,715.35	\$470.00	\$2,350.00
4" Sidewalk	SY	130	\$34.00	\$4,420.00	\$40.00	\$5,200.00	\$32.80	\$4,264.00	\$34.00	\$4,420.00
6" Sidewalk	SY	45	\$38.00	\$1,710.00	\$45.00	\$2,025.00	\$47.39	\$2,132.55	\$38.00	\$1,710.00
Asp. Driveway	SY	40	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$29.25	\$1,170.00	\$35.00	\$1,400.00
6" Driveway	SY	25	\$115.00	\$2,875.00	\$60.00	\$1,500.00	\$63.00	\$1,575.00	\$56.00	\$1,400.00
<b>Sub Roadway</b>				<b>\$47,936.00</b>		<b>\$51,920.00</b>		<b>\$51,553.55</b>		<b>\$48,865.20</b>
Sod-St. Aug	SY	550	\$4.30	\$2,365.00	\$3.00	\$1,650.00	\$3.60	\$1,980.00	\$2.20	\$1,210.00
Sod - Bahia	SY	185	\$4.00	\$740.00	\$2.50	\$462.50	\$3.15	\$582.75	\$2.75	\$508.75

ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

pg. 2										
Item			Williams Paving		Horizon Contractors		JVA Eng. Contractor		Rock Power Paving	
	UOM	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Landscape</b>				<b>\$3,105.00</b>		<b>\$2,112.50</b>		<b>\$2,562.75</b>		<b>\$1,718.75</b>
6" Plastic Line	LF	200	\$4.00	\$800.00	\$4.00	\$800.00	\$2.25	\$450.00	\$4.50	\$900.00
24" Plastic line	LF	22	\$11.00	\$242.00	\$5.00	\$110.00	\$11.23	\$247.06	\$8.30	\$182.60
Markers	EA	4	\$30.00	\$120.00	\$6.00	\$24.00	\$22.47	\$89.88	\$3.41	\$13.64
<b>Sub Markings</b>				<b>\$1,162.00</b>		<b>\$934.00</b>		<b>\$786.94</b>		<b>\$1,096.24</b>
<b>TOTAL DRAIN</b>				<b>\$94,728.00</b>		<b>\$96,316.50</b>		<b>\$97,175.45</b>		<b>\$102,684.95</b>

**Additional Items**

Item	UOM	Qty	Unit Price	Total Price						
D Catch Basin	EA	2	\$2,400.00	\$4,800.00	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00	2235	\$4,470.00
Exist Wtr Main	EA	2	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	1958	\$3,916.00
12" RCP	LF	20	\$40.00	\$800.00	\$30.00	\$600.00	\$52.00	\$1,040.00	70	\$1,400.00
C&T Exist Drain	EA	4	\$500.00	\$2,000.00	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	385	\$1,540.00
R&D Exit Drain	EA	2	\$300.00	\$600.00	\$500.00	\$1,000.00	\$200.00	\$400.00	\$600.00	\$1,200.00
Mill 1" Asphalt	SY	2930	\$3.75	\$10,987.50	\$2.00	\$5,860.00	\$5.00	\$14,650.00	\$1.65	\$4,834.50
Clean Drain	EA	4	\$85.00	\$340.00	\$200.00	\$800.00	\$150.00	\$600.00	\$275.00	\$1,100.00
Clean Pipe	LF	200	\$11.00	\$2,200.00	\$3.00	\$600.00	\$5.00	\$1,000.00	\$5.50	\$1,100.00
<b>TOTAL ADD.</b>				<b>\$29,727.50</b>		<b>\$30,660.00</b>		<b>\$34,290.00</b>		<b>\$19,560.50</b>
<b>TOTAL PROJ.</b>				<b>\$124,455.50</b>		<b>\$126,976.50</b>		<b>\$131,465.45</b>		<b>\$122,245.45</b>

ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item			Governor Construction Hollywood, FL		Miguel Lopze, Jr Medley, FL		Inland Construction Panama City, FL			
	UOM	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes			
General Req	LS	1		\$3,176.70		\$1,500.00		\$7,000.00		
MOT	LS	1		\$1,270.68		\$500.00		\$1,000.00		
Bonds & Ins	LS	1		\$2,541.36		\$1,800.00		\$3,000.00		
<b>Sub General</b>				<b>\$6,988.74</b>		<b>\$3,800.00</b>		<b>\$11,000.00</b>		
18" RCP	LF	40	\$44.47	\$1,778.80	\$35.00	\$1,400.00	\$65.00	\$2,600.00		
Trench 18" RCP	LF	230	\$114.36	\$26,302.80	\$132.00	\$30,360.00	\$90.00	\$20,700.00		
J Structure	EA	5	\$1,397.75	\$6,988.75	\$3,000.00	\$15,000.00	\$6,500.00	\$32,500.00		
18" Cap	EA	1	\$635.34	\$635.34	\$250.00	\$250.00	\$1,000.00	\$1,000.00		
Baffle	EA	5	\$254.14	\$1,270.70	\$450.00	\$2,250.00	\$750.00	\$3,750.00		
<b>Sub Drainage</b>				<b>\$36,976.39</b>		<b>\$49,260.00</b>		<b>\$60,550.00</b>		
R&D Pavement	SY	312	\$4.45	\$1,388.40	\$4.00	\$1,248.00	\$12.00	\$3,744.00		
R&D 6" Concrete	SY	70	\$3.81	\$266.70	\$18.00	\$1,260.00	\$15.00	\$1,050.00		
R&D 4" Concrete	SY	100	\$5.08	\$508.00	\$14.00	\$1,400.00	\$12.00	\$1,200.00		
R&D Limerock	SY	260	\$7.62	\$1,981.20	\$7.00	\$1,820.00	\$8.00	\$2,080.00		
C&G Swale	SY	735	\$7.62	\$5,600.70	\$7.00	\$5,145.00	\$5.00	\$3,675.00		
Compact 12"	SY	460	\$3.81	\$1,752.60	\$4.00	\$1,840.00	\$2.00	\$920.00		
Compact 8"	SY	260	\$19.06	\$4,955.60	\$12.00	\$3,120.00	\$15.00	\$3,900.00		
Asphalt S-III	SY	2930	\$9.53	\$27,922.90	\$7.10	\$20,803.00	\$13.00	\$38,090.00		
Pipe 18x24	LF	312	\$26.68	\$8,324.16	\$21.00	\$6,552.00	\$25.00	\$7,800.00		
Flowable Fill	EA	5	\$571.81	\$2,859.05	\$475.00	\$2,375.00	\$250.00	\$1,250.00		
8" Catch Basin	EA	5	\$279.55	\$1,397.75	\$700.00	\$3,500.00	\$600.00	\$3,000.00		
4" Sidewalk	SY	130	\$22.87	\$2,973.10	\$28.00	\$3,640.00	\$36.00	\$4,680.00		
6" Sidewalk	SY	45	\$27.95	\$1,257.75	\$36.00	\$1,620.00	\$45.00	\$2,025.00		
Asp. Driveway	SY	40	\$25.41	\$1,016.40	\$45.00	\$1,800.00	\$35.00	\$1,400.00		
6" Driveway	SY	25	\$47.02	\$1,175.50	\$75.00	\$1,875.00	\$75.00	\$1,875.00		
<b>Sub Roadway</b>				<b>\$63,379.81</b>		<b>\$57,998.00</b>		<b>\$76,689.00</b>		
Sod-St. Aug	SY	550	\$2.41	\$1,325.50	\$5.00	\$2,750.00	\$5.00	\$2,750.00		
Sod - Bahia	SY	185	\$1.91	\$353.35	\$4.50	\$832.50	\$5.00	\$925.00		

ITB#10-11-021 NW 38th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m. Tabulation Sheet

pg. 2										
Item	UOM	Qty	Governor Construction		Miguel Lopze, Jr					
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Landscape</b>				<b>\$1,678.85</b>		<b>\$3,582.50</b>		<b>\$3,675.00</b>		
6" Plastic Line	LF	200	\$1.91	\$382.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00		
24" Plastic line	LF	22	\$6.35	\$139.70	\$10.00	\$220.00	\$12.00	\$264.00		
Markers	EA	4	\$50.83	\$203.32	\$10.00	\$40.00	\$10.00	\$40.00		
<b>Sub Markings</b>				<b>\$725.02</b>		<b>\$1,260.00</b>		<b>\$1,304.00</b>		
<b>TOTAL DRAIN</b>				<b>\$109,748.81</b>		<b>\$114,640.50</b>		<b>\$151,914.00</b>		

**Additional Items**

Item	UOM	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D Catch Basin	EA	2	\$1,500.00	\$3,000.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00		
Exist Wtr Main	EA	2	\$2,000.00	\$4,000.00	\$5,500.00	\$11,000.00	\$4,500.00	\$9,000.00		
12" RCP	LF	20	\$40.00	\$800.00	\$60.00	\$1,200.00	\$45.00	\$900.00		
C&T Exist Drain	EA	4	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00		
R&D Exit Drain	EA	2	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$400.00	\$800.00		
Mill 1" Asphalt	SY	2930	\$2.39	\$7,002.70	\$3.75	\$10,987.50	\$3.50	\$10,255.00		
Clean Drain	EA	4	\$800.00	\$3,200.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00		
Clean Pipe	LF	200	\$7.00	\$1,400.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00		
<b>TOTAL ADD.</b>				<b>\$25,002.70</b>		<b>\$35,887.50</b>		<b>\$33,955.00</b>		
<b>TOTAL PROJ.</b>				<b>\$134,751.51</b>		<b>\$150,528.00</b>		<b>\$185,869.00</b>		

*This is only a tabulation of prices submitted, and is not an indication of award*



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	February 23, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>			X	
<b>Funding Source:</b>	<b>SFWMD Grant and Stormwater Fund</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
				X			
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>ITB# 10-11-017</b>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Goals: Improve City infrastructure</b>			
	X						
<b>Sponsor Name</b>	<b>Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Public Works / Stormwater</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDED A BID TO WRANGLER CONSTRUCTION, INC., IN THE AMOUNT OF TWO HUNDRED TWO THOUSAND, TWO HUNDRED NINETY-THREE DOLLARS AND 03/100 (\$202,293.03), FOR CONSTRUCTION OF THE NW 19<sup>TH</sup> AVENUE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH WRANGLER CONSTRUCTION, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In mid 2010, the South Florida Water Management District (SFWMD) informed the City of available funding for stormwater projects. The City applied and submitted three drainage projects from the City's Stormwater Master Plan and other flooding areas reported by residents. Each stormwater drainage project will consist of design, permitting, and construction of French basins with catch basins.

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
Awarding a bid to Wrangler Construction Inc.**

Specifically, the SFWMD has funded the drainage project for the area on NW 19 Avenue and NW 194 Street. Funding provided from SFWMD is \$131,096. An additional \$71,197.03 will come from the City's Stormwater Fund to complete this project.

Specifications were prepared by City staff and Chen and Associate for NW 19<sup>th</sup> Avenue Residential Area Drainage Improvements Project and Bid #10-11-017 was advertised on December 20, 2010. A broadcast notice was sent to 651 vendors. Twenty-two bid packages were requested. The bids were opened on January 20, 2011. Fifteen bids were received and publicity read (see attached tabulation sheet).

Bids were evaluated for compliance with the specifications and their ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were favorable, the finances are in order, and insurance is sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

## **Proposed Action:**

That City Council approves the attached resolution authorizing the City Manager to execute the contract for NW 19th Avenue Stormwater Drainage Project in the amount of \$202,293.03, which includes a ten percent contingency, to Wrangler Construction, located in Miami, Florida.

## **Attachment:**

Attachment A – Contract  
Attachment B – Tabulation

RESOLUTION NO. 2011\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AWARDED A BID TO WRANGLER  
5 CONSTRUCTION, INC., IN THE AMOUNT OF TWO HUNDRED TWO  
6 THOUSAND, TWO HUNDRED NINETY-THREE DOLLARS AND 03/100  
7 (\$202,293.03), FOR CONSTRUCTION OF THE NW 19<sup>TH</sup> AVENUE  
8 STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY  
9 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST  
10 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH WRANGLER  
11 CONSTRUCTION, INC., A COPY OF WHICH IS ATTACHED HERETO  
12 AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF  
13 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.  
14

15 WHEREAS, the City applied for and received funding in the amount of One  
16 Hundred Thirty-One Thousand, Ninety-Six Dollars (\$131,096.00) from the South Florida  
17 Water Management District ("SFWMD") for construction of the NW 19<sup>th</sup> Avenue and NW  
18 194<sup>th</sup> drainage project, and

19 WHEREAS, the City will provide funding for the project in the amount of Seventy-  
20 One Thousand, One Hundred Ninety-Seven Dollars and 03/100 (\$71,197.03) from the  
21 City's Stormwater Fund, and

22 WHEREAS, City staff advertised Bid #10-11-017 on December 20, 2010, and

23 WHEREAS, fifteen (15) bids were received and publicly read, evaluated for  
24 compliance, and the ability of the firms to perform the work, and

25 WHEREAS, City staff is recommending that the bid be awarded to Wrangler  
26 Construction, Inc., the low bidder,

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

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

32 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
33 hereby awards a bid to Wrangler Construction, Inc., in the amount of Two Hundred Two  
34 Thousand, Two Hundred Ninety-Three Dollars and 03/100 (\$202,293.03), for  
35 construction of the NW 19<sup>th</sup> Avenue Stormwater Drainage Project; and authorizing the  
36 City Manager and City Clerk to execute and attest respectively, that certain agreement  
37 with Wrangler Construction, Inc., a copy of which is attached hereto as Exhibit "A".

38 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
39 authorized to obtain two (2) fully executed copies of the subject Agreement with one to  
40 be maintained by the City, and one to be delivered to Wrangler Construction, Inc.

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

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
44 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2011.

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\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

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52 **ATTEST:**

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\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

57

58

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

60

61

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

63

64 Moved by: \_\_\_\_\_

65

66 **VOTE:** \_\_\_\_\_

67

68 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69 Vice Mayor Aaron Campbell \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

70 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

71 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

72 Councilwoman Sharon Pritchett \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

73 Councilwoman Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

74 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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**CITY OF MIAMI GARDENS  
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Wrangler Construction, Inc, hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 10-11-017 dated January 20, 2011.

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof.

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated \_\_\_\_\_ and any attachments.
- c. Bid Document, including General Conditions; Specifications and plans prepared by the City and Architect
- d. Contractor's Bid Proposal

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

**ARTICLE 2. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within ninety (90) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within one hundred twenty (120) days from the date certified by CITY as the date of Final Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of One Hundred and Fifty Dollars (\$150.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated

damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

#### **ARTICLE 4. COMPENSATION**

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of One Hundred Eighty-Three Thousand Nine Hundred Two Dollars Seventy-Five Cents (\$183,902.75).

#### **ARTICLE 5. PROGRESS PAYMENTS**

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. Along with each invoice the CONTRACTOR will be required to show the work on an as-built format. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## **ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

**ARTICLE 7. MISCELLANEOUS**

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract

contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens  
Attn: City Manager  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

With a Copy to: City Attorney  
C/O City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Wrangler Construction Inc.  
Address: 12855 SW 136<sup>th</sup> Avenue  
Address: Suite 206  
City, State & Zip: Miami, FL 33186  
Contact Person: Rafael A. Quesada

Fed. ID# 77-0603738  
Telephone #305-278-4719  
Fax # 305-278-4720  
Title: President

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract

shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

7.11 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$183,903.00, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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. One percent ( 1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR:

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

Print Name: \_\_\_\_\_

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

Seal:

ATTEST:

\_\_\_\_\_

**City Clerk**

CITY OF MIAMI GARDENS

\_\_\_\_\_

**City Manager**

APPROVED AS TO FORM:

\_\_\_\_\_

CITY Attorney

Dated:

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item	UOI Qty		Wrangler Construction Miami, FL		D2 Construction Miami, FL		Quality Paving Corp Miami, FL		Williams Paving Co. Medley, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes		yes	
General Req	LS	1		\$10,000.00		\$7,000.00		\$9,211.45		\$7,000.00
MOT	LS	1		\$1,800.00		\$3,500.00		\$2,500.00		\$4,000.00
Bonds & Ins	LS	1		\$4,500.00		\$4,000.00		\$4,605.00		\$2,600.00
<b>Sub General</b>				<b>\$16,300.00</b>		<b>\$14,500.00</b>		<b>\$16,316.45</b>		<b>\$13,600.00</b>
15" RCP	LF	175	\$33.00	\$5,775.00	\$18.00	\$3,150.00	\$40.00	\$7,000.00	\$30.00	\$5,250.00
18" RCP	LF	40	\$36.00	\$1,440.00	\$23.00	\$920.00	\$42.00	\$1,680.00	\$38.00	\$1,520.00
Trench 18" RCP	LF	590	\$80.00	\$47,200.00	\$70.00	\$41,300.00	\$85.00	\$50,150.00	\$70.00	\$41,300.00
J Structure	EA	9	\$1,450.00	\$13,050.00	\$3,200.00	\$28,800.00	\$2,500.00	\$22,500.00	\$3,000.00	\$27,000.00
C Basin	EA	5	\$1,150.00	\$5,750.00	\$1,500.00	\$7,500.00	\$1,600.00	\$8,000.00	\$2,200.00	\$11,000.00
18" Cap	EA	1	\$70.00	\$70.00	\$500.00	\$500.00	\$80.00	\$80.00	\$250.00	\$250.00
Baffle	EA	9	\$750.00	\$6,750.00	\$225.00	\$2,025.00	\$250.00	\$2,250.00	\$225.00	\$2,025.00
<b>Sub Drainage</b>				<b>\$80,035.00</b>		<b>\$84,195.00</b>		<b>\$91,660.00</b>		<b>\$88,345.00</b>
R&D Pavement	SY	1000	\$3.15	\$3,150.00	\$3.00	\$3,000.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00
R&D 6" Concrete	SY	200	\$6.30	\$1,260.00	\$5.00	\$1,000.00	\$2.00	\$400.00	\$5.00	\$1,000.00
R&D 4" Concrete	SY	230	\$6.30	\$1,449.00	\$4.00	\$920.00	\$2.00	\$460.00	\$5.00	\$1,150.00
R&D Limerock	SY	1000	\$2.20	\$2,200.00	\$4.00	\$4,000.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00
C&G Swale	SY	4010	\$1.80	\$7,218.00	\$2.00	\$8,020.00	\$3.00	\$12,030.00	\$3.50	\$14,035.00
Compact 12"	SY	1670	\$4.10	\$6,847.00	\$3.00	\$5,010.00	\$4.00	\$6,680.00	\$3.00	\$5,010.00
Compact 8"	SY	1000	\$7.60	\$7,600.00	\$15.00	\$15,000.00	\$12.00	\$12,000.00	\$13.00	\$13,000.00
Asphalt S-III	SY	1000	\$22.75	\$22,750.00	\$25.00	\$25,000.00	\$13.00	\$13,000.00	\$11.00	\$11,000.00
Pipe 18x24	LF	125	\$11.00	\$1,375.00	\$11.00	\$1,375.00	\$7.00	\$875.00	\$34.00	\$4,250.00
Flowable Fill	EA	14	\$305.00	\$4,270.00	\$220.00	\$3,080.00	\$60.00	\$840.00	\$200.00	\$2,800.00
8" Catch Basin	EA	14	\$207.00	\$2,898.00	\$250.00	\$3,500.00	\$220.00	\$3,080.00	\$500.00	\$7,000.00
4" Sidewalk	EA	325	\$20.25	\$6,581.25	\$15.00	\$4,875.00	\$28.00	\$9,100.00	\$34.00	\$11,050.00
6" Sidewalk	SY	105	\$21.60	\$2,268.00	\$20.00	\$2,100.00	\$32.00	\$3,360.00	\$38.00	\$3,990.00
Asp. Driveway	SY	182	\$20.25	\$3,685.50	\$27.00	\$4,914.00	\$22.00	\$4,004.00	\$35.00	\$6,370.00
6" Driveway	SY	20	\$21.50	\$430.00	\$25.00	\$500.00	\$32.00	\$640.00	\$50.00	\$1,000.00
Stamp Driveway	SY	64	\$44.25	\$2,832.00	\$30.00	\$1,920.00	\$60.00	\$3,840.00	\$100.00	\$6,400.00

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m. Tabulation Sheet

pg. 2										
Item	UOI Qty		Wrangler Construction		D2 Construction		Quality Paving Corp		Willaims Paving Co.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Roadway</b>				<b>\$76,813.75</b>		<b>\$84,214.00</b>		<b>\$74,309.00</b>		<b>\$92,055.00</b>
Sod-St. Aug	SY	3000	\$2.70	\$8,100.00	\$3.00	\$9,000.00	\$4.00	\$12,000.00	\$2.50	\$7,500.00
Sod - Bahia	SY	1000	\$1.80	\$1,800.00	\$2.50	\$2,500.00	\$3.00	\$3,000.00	\$2.00	\$2,000.00
<b>Sub Landscape</b>				<b>\$9,900.00</b>		<b>\$11,500.00</b>		<b>\$15,000.00</b>		<b>\$9,500.00</b>
6"Plastic Line	LF	200	\$2.50	\$500.00	\$0.60	\$120.00	\$2.50	\$500.00	\$4.00	\$800.00
24" Plastic line	LF	22	\$13.80	\$303.60	\$1.40	\$30.80	\$10.00	\$220.00	\$6.00	\$132.00
Markers	EA	4	\$12.60	\$50.40	\$2.00	\$8.00	\$10.00	\$40.00	\$25.00	\$100.00
<b>Sub Markings</b>				<b>\$854.00</b>		<b>\$158.80</b>		<b>\$760.00</b>		<b>\$1,032.00</b>
<b>TOTAL DRAIN</b>				<b>\$183,902.75</b>		<b>\$194,409.00</b>		<b>\$197,285.45</b>		<b>\$203,500.00</b>

**Additional Items**

Item	UOI	Qty	Unit Price	Total Price						
D Catch Basin	EA	2	\$1,150.00	\$2,300.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00
Exist Wtr Main	EA	4	\$8,200.00	\$32,800.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$4,000.00	\$16,000.00
12" RCP	LF	25	\$27.00	\$675.00	\$15.00	\$375.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
C&T Exist Drain	EA	4	\$550.00	\$2,200.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00
R&D Exit Drain	EA	2	\$400.00	\$800.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$300.00	\$600.00
Mill 1" Asphalt	SY	1500	\$3.00	\$4,500.00	\$6.00	\$9,000.00	\$5.00	\$7,500.00	\$3.75	\$5,625.00
Clean Drain	EA	27	\$390.00	\$10,530.00	\$200.00	\$5,400.00	\$250.00	\$6,750.00	\$85.00	\$2,295.00
Clean Pipe	LF	2000	\$3.50	\$7,000.00	\$3.00	\$6,000.00	\$5.00	\$10,000.00	\$11.00	\$22,000.00
<b>TOTAL ADD.</b>				<b>\$60,805.00</b>		<b>\$32,775.00</b>		<b>\$38,450.00</b>		<b>\$53,920.00</b>
<b>TOTAL PROJ.</b>				<b>\$244,707.75</b>		<b>\$227,184.00</b>		<b>\$235,735.45</b>		<b>\$257,420.00</b>

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item	UOI Qty		Florida Eng. & Dev. Hialeah Gardens, FL		Ballarena Const. Coral Gables, FL		Acosta Tractors Hialeah Gardens, FL		Miguel Lopez, Inc. Medley, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes		yes	
General Req	LS	1		\$3,300.00		\$5,300.00		\$8,088.89		\$1,500.00
MOT	LS	1		\$3,300.00		\$2,120.00		\$2,266.67		\$1,500.00
Bonds & Ins	LS	1		\$5,165.00		\$4,028.00		\$2,000.00		\$3,800.00
<b>Sub General</b>				<b>\$11,765.00</b>		<b>\$11,448.00</b>		<b>\$12,355.56</b>		<b>\$6,800.00</b>
15" RCP	LF	175	\$50.30	\$8,802.50	\$42.40	\$7,420.00	\$46.91	\$8,209.25	\$25.00	\$4,375.00
18" RCP	LF	40	\$39.00	\$1,560.00	\$47.70	\$1,908.00	\$38.66	\$1,546.40	\$30.00	\$1,200.00
Trench 18" RCP	LF	590	\$90.20	\$53,218.00	\$79.50	\$46,905.00	\$80.32	\$47,388.80	\$119.00	\$70,210.00
J Structure	EA	9	\$2,900.00	\$26,100.00	\$2,650.00	\$23,850.00	\$1,922.78	\$17,305.02	\$1,500.00	\$13,500.00
C Basin	EA	5	\$1,700.00	\$8,500.00	\$1,802.00	\$9,010.00	\$1,541.11	\$7,705.55	\$1,400.00	\$7,000.00
18" Cap	EA	1	\$170.00	\$170.00	\$238.50	\$238.50	\$88.89	\$88.89	\$250.00	\$250.00
Baffle	EA	9	\$185.00	\$1,665.00	\$238.50	\$2,146.50	\$674.09	\$6,066.81	\$375.00	\$3,375.00
<b>Sub Drainage</b>				<b>\$100,015.50</b>		<b>\$91,478.00</b>		<b>\$88,310.72</b>		<b>\$99,910.00</b>
R&D Pavement	SY	1000	\$2.20	\$2,200.00	\$2.12	\$2,120.00	\$2.22	\$2,220.00	\$2.00	\$2,000.00
R&D 6" Concrete	SY	200	\$5.10	\$1,020.00	\$2.12	\$424.00	\$16.50	\$3,300.00	\$13.00	\$2,600.00
R&D 4" Concrete	SY	230	\$6.30	\$1,449.00	\$2.12	\$487.60	\$10.00	\$2,300.00	\$12.00	\$2,760.00
R&D Limerock	SY	1000	\$3.00	\$3,000.00	\$2.12	\$2,120.00	\$1.73	\$1,730.00	\$4.50	\$4,500.00
C&G Swale	SY	4010	\$4.00	\$16,040.00	\$2.12	\$8,501.20	\$3.50	\$14,035.00	\$4.00	\$16,040.00
Compact 12"	SY	1670	\$2.00	\$3,340.00	\$2.12	\$3,540.40	\$2.00	\$3,340.00	\$4.00	\$6,680.00
Compact 8"	SY	1000	\$9.00	\$9,000.00	\$24.38	\$24,380.00	\$8.53	\$8,530.00	\$8.90	\$8,900.00
Asphalt S-III	SY	1000	\$17.00	\$17,000.00	\$11.66	\$11,660.00	\$20.11	\$20,110.00	\$18.00	\$18,000.00
Pipe 18x24	LF	125	\$18.00	\$2,250.00	\$31.80	\$3,975.00	\$13.69	\$1,711.25	\$18.00	\$2,250.00
Flowable Fill	EA	14	\$298.00	\$4,172.00	\$132.50	\$1,855.00	\$375.40	\$5,255.60	\$250.00	\$3,500.00
8" Catch Basin	EA	14	\$324.50	\$4,543.00	\$265.00	\$3,710.00	\$413.97	\$5,795.58	\$700.00	\$9,800.00
4" Sidewalk	EA	325	\$23.30	\$7,572.50	\$38.16	\$12,402.00	\$31.00	\$10,075.00	\$27.00	\$8,775.00
6" Sidewalk	SY	105	\$27.30	\$2,866.50	\$42.40	\$4,452.00	\$37.50	\$3,937.50	\$35.00	\$3,675.00
Asp. Driveway	SY	182	\$28.30	\$68.80	\$42.40	\$7,716.80	\$27.76	\$5,052.32	\$40.00	\$7,280.00
6" Driveway	SY	20	\$27.30	\$546.00	\$68.90	\$1,378.00	\$37.50	\$750.00	\$35.00	\$700.00
Stamp Driveway	SY	64	\$52.00	\$3,328.00	\$68.90	\$4,409.60	\$70.00	\$4,480.00	\$65.00	\$4,160.00

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

pg. 2										
Item	UOI Qty		Florida Eng. & Dev.		Ballarena Const.		Acosta Tractors		Miguel Lopez, Inc.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Roadway</b>				<b>\$78,395.80</b>		<b>\$93,131.60</b>		<b>\$92,622.25</b>		<b>\$101,620.00</b>
Sod-St. Aug	SY	3000	\$2.90	\$8,700.00	\$2.48	\$7,440.00	\$3.80	\$11,400.00	\$3.25	\$9,750.00
Sod - Bahia	SY	1000	\$2.10	\$2,100.00	\$1.72	\$1,720.00	\$2.98	\$2,980.00	\$3.00	\$3,000.00
<b>Sub Landscape</b>				<b>\$10,800.00</b>		<b>\$9,160.00</b>		<b>\$14,380.00</b>		<b>\$12,750.00</b>
6"Plastic Line	LF	200	\$3.90	\$780.00	\$5.30	\$1,060.00	\$7.97	\$1,594.00	\$5.00	\$1,000.00
24" Plastic line	LF	22	\$6.60	\$145.20	\$21.20	\$466.40	\$18.52	\$407.44	\$10.00	\$220.00
Markers	EA	4	\$5.50	\$22.00	\$5.30	\$21.20	\$6.11	\$24.44	\$10.00	\$40.00
<b>Sub Markings</b>				<b>\$947.20</b>		<b>\$1,547.60</b>		<b>\$2,025.88</b>		<b>\$1,260.00</b>
<b>TOTAL DRAIN</b>				<b>\$201,923.50</b>		<b>\$205,217.60</b>		<b>\$207,668.53</b>		<b>\$221,080.00</b>

**Additional Items**

Item	UOI	Qty	Unit Price	Total Price						
D Catch Basin	EA	2	\$1,800.00	\$3,600.00	\$2,120.00	\$4,240.00	\$1,988.36	\$3,976.72	2800	\$5,600.00
Exist Wtr Main	EA	4	\$3,000.00	\$12,000.00	\$4,770.00	\$19,080.00	\$3,300.80	\$13,203.20	5500	\$22,000.00
12" RCP	LF	25	\$50.00	\$1,250.00	\$95.40	\$2,385.00	\$78.62	\$1,965.50	60	\$1,500.00
C&T Exist Drain	EA	4	\$550.00	\$2,200.00	\$2,120.00	\$8,480.00	\$1,733.33	\$6,933.32	900	\$3,600.00
R&D Exit Drain	EA	2	\$250.00	\$500.00	\$795.00	\$1,590.00	\$633.33	\$1,266.66	\$750.00	\$1,500.00
Mill 1" Asphalt	SY	1500	\$4.00	\$6,000.00	\$5.30	\$7,950.00	\$4.09	\$6,135.00	\$3.75	\$5,625.00
Clean Drain	EA	27	\$180.00	\$4,860.00	\$371.00	\$10,017.00	\$124.26	\$3,355.02	\$250.00	\$6,750.00
Clean Pipe	LF	2000	\$6.00	\$12,000.00	\$5.30	\$10,600.00	\$7.33	\$14,660.00	\$5.00	\$10,000.00
<b>TOTAL ADD.</b>				<b>\$42,410.00</b>		<b>\$64,342.00</b>		<b>\$51,495.42</b>		<b>\$56,575.00</b>
<b>TOTAL PROJ.</b>				<b>\$244,333.50</b>		<b>\$269,559.60</b>		<b>\$259,163.95</b>		<b>\$277,655.00</b>

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item	UOI Qty		Rock Power Paving Miami, FL		JVA Engineering Miami, FL		Carivon Construction Miami, FL		Horizon Contractors Inc. Hialeah, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond 10%			yes		yes		yes		yes	
General Req	LS	1		\$4,950.00		\$1,123.50		\$10,000.00		\$3,500.00
MOT	LS	1		\$5,280.00		\$2,500.00		\$8,250.00		\$3,500.00
Bonds & Ins	LS	1		\$5,753.00		\$4,500.00		\$4,500.00		\$2,500.00
<b>Sub General</b>				<b>\$15,983.00</b>		<b>\$8,123.50</b>		<b>\$22,750.00</b>		<b>\$9,500.00</b>
15" RCP	LF	175	\$43.80	\$7,665.00	\$31.20	\$5,460.00	\$31.00	\$5,425.00	\$50.00	\$8,750.00
18" RCP	LF	40	\$65.45	\$2,618.00	\$50.41	\$2,016.40	\$46.00	\$1,840.00	\$30.00	\$1,200.00
Trench 18" RCP	LF	590	\$86.50	\$51,035.00	\$92.76	\$54,728.40	\$121.00	\$71,390.00	\$75.00	\$44,250.00
J Structure	EA	9	\$3,345.00	\$30,105.00	\$2,914.93	\$26,234.37	\$2,860.00	\$25,740.00	\$2,300.00	\$20,700.00
C Basin	EA	5	\$2,035.00	\$10,175.00	\$2,103.48	\$10,517.40	\$1,980.00	\$9,900.00	\$2,500.00	\$12,500.00
18" Cap	EA	1	\$121.00	\$121.00	\$561.75	\$561.75	\$320.00	\$320.00	\$150.00	\$150.00
Baffle	EA	9	\$85.00	\$765.00	\$167.99	\$1,511.91	\$300.00	\$2,700.00	\$350.00	\$3,150.00
<b>Sub Drainage</b>				<b>\$102,484.00</b>		<b>\$101,030.23</b>		<b>\$117,315.00</b>		<b>\$90,700.00</b>
R&D Pavement	SY	1000	\$3.70	\$3,700.00	\$1.95	\$1,950.00	\$3.40	\$3,400.00	\$2.00	\$2,000.00
R&D 6" Concrete	SY	200	\$11.00	\$2,200.00	\$7.25	\$1,450.00	\$5.00	\$1,000.00	\$45.00	\$9,000.00
R&D 4" Concrete	SY	230	\$12.00	\$2,760.00	\$8.61	\$1,980.30	\$4.40	\$1,012.00	\$40.00	\$9,200.00
R&D Limerock	SY	1000	\$3.51	\$3,510.00	\$3.90	\$3,900.00	\$2.20	\$2,200.00	\$5.00	\$5,000.00
C&G Swale	SY	4010	\$3.05	\$12,230.50	\$3.41	\$13,674.10	\$5.00	\$20,050.00	\$3.00	\$12,030.00
Compact 12"	SY	1670	\$1.70	\$2,839.00	\$2.20	\$3,674.00	\$2.20	\$3,674.00	\$50.00	\$83,500.00
Compact 8"	SY	1000	\$10.50	\$10,500.00	\$9.90	\$9,900.00	\$10.00	\$10,000.00	\$1.00	\$1,000.00
Asphalt S-III	SY	1000	\$14.20	\$14,200.00	\$22.89	\$22,890.00	\$20.00	\$20,000.00	\$1.00	\$1,000.00
Pipe 18x24	LF	125	\$16.90	\$2,112.50	\$101.24	\$12,655.00	\$12.20	\$1,525.00	\$50.00	\$6,250.00
Flowable Fill	EA	14	\$207.00	\$2,898.00	\$103.46	\$1,448.44	\$220.00	\$3,080.00	\$500.00	\$7,000.00
8" Catch Basin	EA	14	\$472.00	\$6,608.00	\$343.07	\$4,802.98	\$350.00	\$4,900.00	\$350.00	\$4,900.00
4" Sidewalk	EA	325	\$35.00	\$11,375.00	\$32.80	\$10,660.00	\$3.00	\$975.00	\$40.00	\$13,000.00
6" Sidewalk	SY	105	\$37.00	\$3,885.00	\$47.39	\$4,975.95	\$4.00	\$420.00	\$45.00	\$4,725.00
Asp. Driveway	SY	182	\$25.00	\$4,550.00	\$29.25	\$5,323.50	\$55.00	\$10,010.00	\$25.00	\$4,550.00
6" Driveway	SY	20	\$48.00	\$960.00	\$54.00	\$1,080.00	\$8.00	\$160.00	\$45.00	\$900.00
Stamp Driveway	SY	64	\$26.00	\$1,664.00	\$63.00	\$4,032.00	\$9.00	\$576.00	\$60.00	\$3,840.00

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m. Tabulation Sheet

pg. 2										
Item	UOI Qty		Rock Power Paving		JVA Engineering		Carivon Construction		Horizon Contractors Inc.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Roadway</b>				<b>\$85,992.00</b>		<b>\$104,396.27</b>		<b>\$82,982.00</b>		<b>\$167,895.00</b>
Sod-St. Aug	SY	3000	\$2.20	\$6,600.00	\$3.60	\$10,800.00	\$4.00	\$12,000.00	\$3.00	\$9,000.00
Sod - Bahia	SY	1000	\$2.75	\$2,750.00	\$3.15	\$3,150.00	\$3.00	\$3,000.00	\$2.50	\$2,500.00
<b>Sub Landscape</b>				<b>\$9,350.00</b>		<b>\$13,950.00</b>		<b>\$15,000.00</b>		<b>\$11,500.00</b>
6"Plastic Line	LF	200	\$4.45	\$890.00	\$2.25	\$450.00	\$5.00	\$1,000.00	\$4.00	\$800.00
24" Plastic line	LF	22	\$8.28	\$182.16	\$11.23	\$247.06	\$8.00	\$176.00	\$5.00	\$110.00
Markers	EA	4	\$3.41	\$13.64	\$22.47	\$89.88	\$20.00	\$80.00	\$6.00	\$24.00
<b>Sub Markings</b>				<b>\$1,085.80</b>		<b>\$786.94</b>		<b>\$1,256.00</b>		<b>\$934.00</b>
<b>TOTAL DRAIN</b>				<b>\$213,809.00</b>		<b>\$227,500.00</b>		<b>\$238,047.00</b>		<b>\$279,595.00</b>

**Additional Items**

Item	UOI	Qty	Unit Price	Total Price						
D Catch Basin	EA	2	\$2,235.00	\$4,470.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00
Exist Wtr Main	EA	4	\$979.00	\$3,916.00	\$3,500.00	\$14,000.00	\$8,000.00	\$32,000.00	\$5,000.00	\$20,000.00
12" RCP	LF	25	\$59.00	\$1,475.00	\$52.00	\$1,300.00	\$70.00	\$1,750.00	\$30.00	\$750.00
C&T Exist Drain	EA	4	\$385.00	\$1,540.00	\$1,000.00	\$4,000.00	\$80.00	\$320.00	\$1,200.00	\$4,800.00
R&D Exit Drain	EA	2	\$558.00	\$1,116.00	\$200.00	\$400.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00
Mill 1" Asphalt	SY	1500	\$2.20	\$3,300.00	\$5.00	\$7,500.00	\$5.00	\$7,500.00	\$2.00	\$3,000.00
Clean Drain	EA	27	\$275.00	\$7,425.00	\$150.00	\$4,050.00	\$300.00	\$8,100.00	\$200.00	\$5,400.00
Clean Pipe	LF	2000	\$6.00	\$12,000.00	\$5.00	\$10,000.00	\$10.00	\$20,000.00	\$3.00	\$6,000.00
<b>TOTAL ADD.</b>				<b>\$35,242.00</b>		<b>\$46,850.00</b>		<b>\$76,870.00</b>		<b>\$47,950.00</b>
<b>TOTAL PROJ.</b>				<b>\$249,051.00</b>		<b>\$274,350.00</b>		<b>\$314,917.00</b>		<b>\$327,545.00</b>

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m.

Tabulation Sheet

Item	UOI Qty		Metro Express Medley, FL		Governor Construct. Hollywood, FL		Inland Construction Panama City, FL		Unit Price Total Price	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Bid Bond 10%			yes		yes		yes			
General Req	LS	1		\$11,000.00		\$6,244.79		\$12,000.00		
MOT	LS	1		\$4,000.00		\$2,497.92		\$1,000.00		
Bonds & Ins	LS	1		\$5,000.00		\$2,497.92		\$7,000.00		
<b>Sub General</b>				<b>\$20,000.00</b>		<b>\$11,240.63</b>		<b>\$20,000.00</b>		
15" RCP	LF	175	\$50.00	\$8,750.00	\$43.71	\$7,649.25	\$60.00	\$10,500.00		
18" RCP	LF	40	\$60.00	\$2,400.00	\$56.20	\$2,248.00	\$75.00	\$3,000.00		
Trench 18" RCP	LF	590	\$90.00	\$53,100.00	\$112.41	\$66,321.90	\$90.00	\$53,100.00		
J Structure	EA	9	\$3,500.00	\$31,500.00	\$1,623.64	\$14,612.76	\$6,500.00	\$58,500.00		
C Basin	EA	5	\$3,000.00	\$15,000.00	\$1,498.75	\$7,493.75	\$3,500.00	\$17,500.00		
18" Cap	EA	1	\$400.00	\$400.00	\$624.48	\$624.48	\$1,000.00	\$1,000.00		
Baffle	EA	9	\$150.00	\$1,350.00	\$199.83	\$1,798.47	\$500.00	\$4,500.00		
<b>Sub Drainage</b>				<b>\$112,500.00</b>		<b>\$100,748.61</b>		<b>\$148,100.00</b>		
R&D Pavement	SY	1000	\$2.00	\$2,000.00	\$4.37	\$4,370.00	\$12.00	\$12,000.00		
R&D 6" Concrete	SY	200	\$6.00	\$1,200.00	\$5.62	\$1,124.00	\$15.00	\$3,000.00		
R&D 4" Concrete	SY	230	\$6.00	\$1,380.00	\$5.00	\$1,150.00	\$12.00	\$2,760.00		
R&D Limerock	SY	1000	\$2.00	\$2,000.00	\$7.49	\$7,490.00	\$8.00	\$8,000.00		
C&G Swale	SY	4010	\$2.00	\$8,020.00	\$6.87	\$27,548.70	\$3.00	\$12,030.00		
Compact 12"	SY	1670	\$3.00	\$5,010.00	\$3.75	\$6,262.50	\$2.00	\$3,340.00		
Compact 8"	SY	1000	\$12.00	\$12,000.00	\$15.74	\$15,740.00	\$13.00	\$13,000.00		
Asphalt S-III	SY	1000	\$20.00	\$20,000.00	\$22.48	\$22,480.00	\$25.00	\$25,000.00		
Pipe 18x24	LF	125	\$20.00	\$2,500.00	\$16.24	\$2,030.00	\$35.00	\$4,375.00		
Flowable Fill	EA	14	\$200.00	\$2,800.00	\$874.77	\$12,246.78	\$250.00	\$3,500.00		
8" Catch Basin	EA	14	\$800.00	\$11,200.00	\$274.77	\$3,846.78	\$600.00	\$8,400.00		
4" Sidewalk	EA	325	\$29.00	\$9,425.00	\$22.48	\$7,306.00	\$36.00	\$11,700.00		
6" Sidewalk	SY	105	\$36.00	\$3,780.00	\$26.23	\$2,754.15	\$45.00	\$4,725.00		
Asp. Driveway	SY	182	\$15.00	\$2,730.00	\$26.23	\$4,773.86	\$25.00	\$4,550.00		
6" Driveway	SY	20	\$36.00	\$720.00	\$24.98	\$499.60	\$45.00	\$900.00		
Stamp Driveway	SY	64	\$48.00	\$3,072.00	\$49.96	\$3,197.44	\$75.00	\$4,800.00		

ITB#10-11-017 NW 19th Avenue Residential Area Drainage Improvements  
 January 20, 2011 @ 2:00 p.m. Tabulation Sheet

pg. 2										
Item	UOI Qty		Metro Express		Governor Construct.		Inland Construction			
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Sub Roadway</b>				<b>\$87,837.00</b>		<b>\$122,819.81</b>		<b>\$122,080.00</b>		<b>\$0.00</b>
Sod-St. Aug	SY	3000	\$6.00	\$18,000.00	\$2.47	\$7,410.00	\$5.00	\$15,000.00		
Sod - Bahia	SY	1000	\$6.00	\$6,000.00	\$2.02	\$2,020.00	\$5.00	\$5,000.00		
<b>Sub Landscape</b>				<b>\$24,000.00</b>		<b>\$9,430.00</b>		<b>\$20,000.00</b>		<b>\$0.00</b>
6"Plastic Line	LF	200	\$2.00	\$400.00	\$3.12	\$624.00	\$3.00	\$600.00		
24" Plastic line	LF	22	\$5.00	\$110.00	\$8.74	\$192.28	\$44.00	\$968.00		
Markers	EA	4	\$5.00	\$20.00	\$56.20	\$224.80	\$9.00	\$36.00		
<b>Sub Markings</b>				<b>\$530.00</b>		<b>\$1,041.08</b>		<b>\$1,604.00</b>		
<b>TOTAL DRAIN</b>				<b>\$245,397.00</b>		<b>\$246,321.21</b>		<b>\$311,784.00</b>		

**Additional Items**

Item	UOI	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D Catch Basin	EA	2	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00	\$3,500.00	\$7,000.00		
Exist Wtr Main	EA	4	\$6,000.00	\$24,000.00	\$2,000.00	\$8,000.00	\$4,500.00	\$18,000.00		
12" RCP	LF	25	\$125.00	\$3,125.00	\$40.00	\$1,000.00	\$45.00	\$1,125.00		
C&T Exist Drain	EA	4	\$800.00	\$3,200.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00		
R&D Exit Drain	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$400.00	\$800.00		
Mill 1" Asphalt	SY	1500	\$5.00	\$7,500.00	\$2.59	\$3,885.00	\$3.50	\$5,250.00		
Clean Drain	EA	27	\$300.00	\$8,100.00	\$800.00	\$21,600.00	\$250.00	\$6,750.00		
Clean Pipe	LF	2000	\$20.00	\$40,000.00	\$7.00	\$14,000.00	\$5.00	\$10,000.00		
<b>TOTAL ADD.</b>				<b>\$95,925.00</b>		<b>\$57,085.00</b>		<b>\$52,925.00</b>		<b>\$0.00</b>
<b>TOTAL PROJ.</b>				<b>\$341,322.00</b>		<b>\$303,406.21</b>		<b>\$364,709.00</b>		<b>\$0.00</b>

This is only a tabulation of prices submitted and is not an indication of award or responsiveness  
 Metro Express did not provide copies of bid submittal



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	February 23, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>			X	
<b>Funding Source:</b>	General Fund-Parks and Recreation		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		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			
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	Parks and Recreation			

**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 MEMORANDUM OF UNDERSTANDING WITH THE YOUTH VIOLENCE COALITION AND THE DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE MENTORING SERVICES THROUGH THE FUTURE MEN AND WOMEN OF MIAMI GARDENS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

Background Information

The Miami Gardens and Opa Locka Youth Violence Prevention grant with The Children’s Trust ended on October 31, 2010. Before that time the full-time Project Director submitted several grant proposals seeking funds from other sources to keep the services in place beyond October 2010. Specifically, in response to Florida Department of Juvenile Justice RFA #2010-2, two proposals were submitted by the

City of Miami Gardens in support of youth violence prevention activities for youth ages 10-18 who reside in the cities of Miami Gardens and Opa Locka.

In the meantime, coalition members decided that youth violence prevention work still was needed in our communities; hence members established the Youth Violence Prevention Coalition 501(c) 3 organization (YVPC) in October 2010.

Separate from the YVPC, the City's Parks and Recreation Department currently offers mentoring services through its Future Men and Women of Miami Gardens program. The program, in its second year, pairs Miami Gardens youth with a mentor and provides life skills to the participants on a weekly basis. The City's annual budget for this program is \$10,000.

## Current Situation

In December 2010, YVPC received notification of an award in the amount of \$24,854 to render the wrap-around services to youth who reside in zip codes 33055, 33056 and 33169. These wrap-around services are designed to provide supportive services to youth during their re-entry into the community. During this re-entry process, service providers will assist in meeting each youth's individual needs for positive growth and development as they transition into adulthood.

City of Miami Gardens' Parks and Recreation Department was chosen to partner with YVPC to provide mentoring services. City Staff will have the ability to chose those youth that will best be able to assimilate to the current mentoring structure, and not pose a risk to other youth involved in the program. In addition, the Parks and Recreation Department will receive \$2,500 to administer the program to the chosen youth, hence providing a savings to the operating budget.

To begin this program, an execution of a Memorandum of Understanding outlining each organizations' responsibilities is needed. This MOU includes the responsibilities of the Parks and Recreation Department as well as the staff of the Youth Violence Prevention Coalition.

## **Proposed Action:**

*City staff proposes that City Council approve the attached Memorandum of Undertanding allowing the City Manager to execute a Memorandum of Understading between the Parks and Recreation Department and the Youth Violence Prevention Coalition for mentoring services thru the Future Men and Women of Miami Gardens Program.*

## **Attachment:**

Attachment A- Memorandum of Understanding

RESOLUTION NO. 2011\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY  
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,  
6 RESPECTIVELY, THAT CERTAIN MEMORANDUM OF  
7 UNDERSTANDING WITH THE YOUTH VIOLENCE COALITION  
8 AND THE DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE  
9 MENTORING SERVICES THROUGH THE FUTURE MEN AND  
10 WOMEN OF MIAMI GARDENS PROGRAM, A COPY OF WHICH  
11 IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE  
12 ADOPTION OF REPRESENTATIONS; PROVIDING AN  
13 EFFECTIVE DATE.  
14

15 WHEREAS, on October 31, 2010, grant funding through The Children's Trust  
16 ended for the Youth Violence Prevention Coalition ("YVPC"), and

17 WHEREAS, as such, the Project Director for the YVPC, submitted grant  
18 proposals to several funding sources including the Florida Department of Juvenile  
19 Justice ("DJJ"), and

20 WHEREAS, in December 2010, the DJJ award the YVPC Twenty-Four  
21 Thousand Eight Hundred Fifty-Four Dollars (\$24,854.00) to render support services to  
22 youth during their re-entry into the community, and

23 WHEREAS, the City of Miami Gardens' Parks and Recreation Department has  
24 been chosen to partner with YVPC, and

25 WHEREAS, the City will receive funding in the amount of Two Thousand Five  
26 Hundred Dollars (\$2,500.00) to provide mentoring services to select youth residing in  
27 zip codes 33055, 33056 and 33169, through the Future Men and Women of Miami  
28 Gardens Program, and

29 WHEREAS, in order for the City to provide the mentoring services, the execution  
30 of a Memorandum of Understanding outlining each organization's responsibilities is  
31 required,

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 the City Clerk to execute and attest,  
39 respectively, that certain Memorandum of Understanding with the Youth Violence  
40 Coalition and the Department of Juvenile Justice to provide mentoring services through  
41 the Future Men and Women of Miami Gardens program, a copy of which is attached  
42 hereto as Exhibit "A".

43 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
44 authorized to obtain three (3) fully executed copies of the subject Memorandum of  
45 Understanding with one to be maintained by the City, one to be delivered to Florida  
46 Department of Juvenile Justice, and one to be delivered to Youth Violence Protection  
47 Coalition.

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

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
51 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2011.

52

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SHIRLEY GIBSON, MAYOR

59 **ATTEST:**

60

61

62

63 \_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

64

65

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

67

68

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

70

71 Moved by: \_\_\_\_\_

72

73 **VOTE:** \_\_\_\_\_

74

75 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

76 Vice Mayor Aaron Campbell \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

77 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

78 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

79 Councilwoman Sharon Pritchett \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

80 Councilwoman Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

81 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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84

85



303 NW 191st Street • Miami Gardens 33169 • 305-652-1732 • 305-652-4677 fax

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**FEE FOR SERVICE CONTRACT**

**BETWEEN**

**THE YOUTH VIOLENCE PREVENTION COALITION**

**&**

**YVPC OF MIAMI GARDENS DEPARTMENT OF PARKS & RECREATION**

**FOR**

**STATE OF FLORIDA OFFICE OF JUVENILE JUSTICE WRAP-AROUND SERVICES**

This Contract, made this **25th Day of January, 2011**, by and between the **Youth Violence Prevention Coalition (YVPC)** located at **303 NW 191st Street, Miami Gardens, Florida 33169** and **City of Miami Gardens Department of Parks & Recreation located at 1515 NW 167th Street, Miami Gardens, Florida 33169**. City of Miami Gardens Department of Parks and Recreation agrees to this **FEE FOR SERVICE CONTRACT** and clauses and conditions that comprise YVPC and the State of Florida Department of Juvenile Justice primary contract for the rendering of services to youth to satisfy the State of Florida Department of Juvenile Justice and the Youth Violence Prevention Coalition **contract number M1012**.

**Whereas:** YVPC of Miami Gardens has been awarded **\$2,500** for contract number M1012 within the Miami Gardens community (zip code: 33169, 33055, and 33056) to implement the proposed scope of services developed in collaboration and under contract with the State of Florida Department of Juvenile Justice.

**DESCRIPTION OF FEE FOR SERVICE**

The Parties agree that the initial effective term of this contract shall be from **February 1, 2011 to January 31, 2012**.

The Fee for Service agreement is based on the following:

- Contracted organization shall be reimbursed for services provided based on Unit of Service described by this agreement
- Contracted organization will provide mentoring services to youth assessed as benefiting from services as defined by this contract.

- YVPC will utilize 303 NW 191st Street – Cloverleaf Park, Miami Gardens, FL 33169, as an administrative office site throughout the contract period 2/1/2011 – 1/31/2012 through regular business hours of 8:30 a.m. – 5:30 p.m. Monday through Friday. Additional days and/or hours must be agreed to by Assistant City Manager, or designee.
- YVPC shall reimburse the City of Miami Gardens Department of Parks and Recreation for the services that are provided as defined.

The maximum number of units to be provided under this contract is as follows:

- Maximum of 20 youth will receive mentoring services at \$125.00 per youth. Total \$2,500.00 total allowable payment through the contract 2/1/2011 – 1/31/2012.

**SCOPE OF SERVICES TO BE PROVIDED:**

The Provider agrees to render services in accordance with the scope of services and evaluation measures incorporated and attached hereto as Attachments A (“Scope of Services to be Provided”). The Provider will implement the services in a manner deemed satisfactory to the State of Florida Department of Juvenile Justice and YVPC. Any modification or amendment to the Services shall not be effective without prior written approval by the State of Florida Department of Juvenile Justice and YVPC. The Provider agrees that all funding provided, pursuant to this Contract will be used exclusively for Services in and for the benefit of Judicial Circuit 11 youth as defined in Target Population of this contract.

ACTIVITIES/SERVICE	TOTAL # UNDUPLICATED PARTICIPANTS TO BE SERVED	MINIMUM # PARTICIPANTS TO BE SERVED	EXPECTED DOSAGE: MINIMUM # OF SESSIONS PARTICIPANTS WILL COMPLETE
<b><u>Mentoring</u></b> Each youth will have access to a positive role model as a mentor	20	17	Minimum two (2) hours each week for 48 weeks , including one field trip per month.

**These services are to be rendered at the following location:**

- City of Miami Gardens Department of Recreation – Cloverleaf Park, 303 NW 191st Street, Miami Gardens, Florida 33169.

**Partner will adhere to the following performance based on outcome measure(s):**

Outcomes	Measurement Tool
Minimum of 70% of youth served by the Provider shall reside in targeted zip codes: 33169, 33055, and 33056.	Referral Form, Intake Form,
85% of youth will remain crime free while receiving services and 85% of youth that are served shall remain crime free for six (6) months after completing services or by the end of the	Pre/post test, attendance/sign-in sheets

contract which ever comes first.	
----------------------------------	--

**Programmatic Data Reporting Requirements:**

Required Report	Required Form(s)	Frequency & Due Date	Partner Responsibility	Communication Type
Outcome Measurements	<ul style="list-style-type: none"> <li>Pre/post test</li> <li>Sign-In sheets</li> <li>Narrative Report</li> </ul>	Monthly – all pre/post documents with referral form and any sign in sheets Must be submitted to YVPC Project Director by 5th of each month.	Provider is responsible for the timely submission of the documentation	Courier/hand delivery / Fax
Invoice/Request for Payment	<ul style="list-style-type: none"> <li>Fee for Service Invoice</li> </ul>	Monthly – documents should be submitted by 5th of the month.	Provider is responsible for the timely submission of the documentation to YVPC Project Director	Courier/hand delivery / Fax
Monthly Report	<ul style="list-style-type: none"> <li>Sign-in Sheets</li> <li>Narrative Report</li> </ul>	5th of each month which services were rendered	Provider is responsible for the timely submission of the documentation to YVPC Project Director	Courier/Fax/Email

**Breach of contract and remedies**

**A. Breach**

A material breach by the Provider shall have occurred under this MOU if the Provider:

1. Fails to provide the services outlined in the Scope of Services (Attachment A);

2. Ineffectively or improperly uses The State of Florida Department of Juvenile Justice funds allocated under this MOU;
3. Does not meet or satisfy the conditions of award required by this MOU;
4. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed required reports of scope of services, request for payment expenditures or final expenditure reports;
5. Refuses to allow YVPC or the State of Florida Department of Juvenile Justice access to records or refuses to allow YVPC or the State of Florida Department of Juvenile Justice to monitor, evaluate or review the Provider's program, including required client data collection;
6. Attempts to meet its obligations under this MOU through fraud, misrepresentation or material misstatement;
7. Fails to correct deficiencies found during a monitoring, evaluation or review within the specified time;
8. Fails to meet the terms and conditions of any obligation or repayment schedule to the State of Florida Department of Juvenile Justice or YVPC or any of its agencies;
9. Fails to maintain the confidentiality of client files; pursuant to Florida and federal laws, or;
10. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contract and stipulations in this MOU.

## **B. YVPC's remedies**

Upon the material breach of this MOU, the State of Florida Department of Juvenile Justice and YVPC may pursue any or all of the following remedies including a combination thereof;

1. YVPC may terminate this MOU by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) business days before the effective date of termination. In the event of termination, YVPC may: (a) request copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with the State of Florida Department of Juvenile Justice funds under this MOU; (b) at the sole discretion of YVPC, YVPC may terminate or cancel any other contracts entered into between YVPC and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney fees, costs, and any judgments entered by a court of appropriate jurisdiction.
2. YVPC may suspend payment in whole or in part under this MOU by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) business days before the effective date of suspension. If payments are suspended, YVPC shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. At the sole discretion of YVPC, YVPC may also suspend any payments in whole or in part under any other contracts entered into between YVPC and the Partner. The Partner shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.
3. YVPC may seek enforcement of this MOU including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect

costs associated with such enforcement, including attorney’s fees, costs, and any judgments entered by a court of appropriate jurisdiction.

- 4. YVPC retains the option, at its sole discretion to enter into a written performance improvement plan with the Provider to cure any breach of this MOU as may be permissible under state or federal law. Any such remedial plan shall be an addition to this MOU and shall not affect or render void or voidable any other provision contained in this MOU, costs, and any judgments entered by a court of appropriate jurisdiction.
- 5. Any and all other remedies available at law or equity.

**C. Board of Director Chairperson authorized**

YVPC Board of Director Chairperson is authorized to terminate this MOU on behalf of YVPC.

**D. Damages sustained**

Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the other party b virtue of any breach of the contract. If the Agreement is breached by Provider, YVPC may withhold any payments to Partner until such time as the exact amount of damages due to YVPC is determined. If the Agreement is breached, either part may pursue any remedies available at law or equity to compensate for any damages sustained by the breach. In any such action, the prevailing party shall be reimbursed all direct and indirect costs associated with such action including attorney’s fees, costs and any judgments entered by a court of appropriate jurisdiction.

**Termination by either party**

The Parties agree that this MOU may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. YVPC Board of Director Chairperson is authorized to terminate this MOU on behalf of YVPC in the event this MOU is terminated, in accordance with this provision.

**Youth Violence Prevention Coalition**

**City of Miami Gardens City Manager**

By:

\_\_\_\_\_  
(Signature of Authorized Representative)

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

David Williams, Jr., Board Chairperson  
(Type Name & Title)

(Signature & Title)

Danny Crew, City Manager  
(Type Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	February 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <div style="text-align: center; font-size: 1.2em;">N/A</div>			
		X					
<b>Sponsor Name</b>	Councilman Oliver G. Gilbert, III		<b>Department:</b>	<i>Mayor and Council</i>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT OF HOUSE BILL 141 AND SENATE BILL 466; EXPRESSING OPPOSITION TO SENATE BILL 980; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

As a charter county, Miami-Dade imposes an additional tax on transient rental transactions, which is no greater than one percent (1%) for the purposes of tourist development. House Bill 141 and Senate Bill 466 are pending before the Florida Legislature, and if approved, they would allow the additional one percent (1%) Tourist Development Tax to be used for the issuance of bonds related to the construction, reconstruction, or renovation of a professional sports facility within the boundaries of a county or an adjacent county, under certain circumstances. In contrast to the afore-mentioned legislation, Senate Bill 980, would allow charter counties to increase the Convention Development Tax rate on transient rental transactions from three percent (3%) to four percent (4%). However, SB 980 does not provide a mechanism for tax dollars to be extended to pay for the renovation and/or construction of sport facilities.

**ITEM K-4) CONSENT AGENDA  
RESOLUTION  
Support of HB 141 and SB 466**

The City of Miami Gardens is host to SunLife Stadium, a development that has significant regional economic impact in the South Florida area. The Stadium draws tourists from all over the world to its sporting events, and many of these tourists stay in hotels in the greater Miami-Dade County area. Due to the fact that SunLife contributes to the number of transient rental transactions in the region, additional revenues gained from an increase in the tax rate should not be limited to construction and renovation of county-owned convention centers as currently proposed in SB 980.

It is important to the residents and businesses in Miami Gardens that Sun Life Stadium become a state of the art facility, which is able to compete with other stadiums across the country for major sporting events. As such, having the ability to construct a canopy to cover the Stadium area and make other improvements to the Stadium would assist greatly in that effort and allow for greater usage of the facility for a greater variety of events and venues.

In light of these facts, Councilman Oliver Gilbert, III is recommending, that the City Council lend its support to Senate Bill 466 and House Bill 141 to provide for a mechanism to assist with the modernization, construction, reconstruction, or renovation of Sun Life Stadium and oppose Senate Bill 980, which excludes revenues from being used for renovations to sporting facilities.

## Proposed Action:

That the City Council approve the attached resolution supporting SB 466 and HB 141 and opposing SB 980 sponsored by Senator Bennett.

## Attachment:

Attachment A: House and Senate Bills

RESOLUTION No. 2011\_\_\_\_\_

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT OF  
5 HOUSE BILL 141 AND SENATE BILL 466; EXPRESSING  
6 OPPOSITION TO SENATE BILL 980; PROVIDING FOR  
7 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE  
8 ADOPTION OF REPRESENTATIONS; PROVIDING AN  
9 EFFECTIVE DATE.  
10

11 WHEREAS, currently, charter counties are able to impose an additional tax  
12 which is no greater than one percent (1%) for the purposes of tourist development  
13 (“Tourist Tax”), and

14 WHEREAS, Miami-Dade currently imposes such a tax, and

15 WHEREAS, House Bill 141 and Senate Bill 466, are pending before the Florida  
16 Legislature, and if approved, they would allow the additional one percent (1%) tourist  
17 tax to be used for the issuance of bonds related to the construction, reconstruction, or  
18 renovation of a professional sports facility within the boundaries of a county or an  
19 adjacent county, under certain circumstances, and

20 WHEREAS, Senate Bill 980 is also pending before the Florida Legislature, and it  
21 would allow charter counties to increase the rate of total consideration paid for hotel  
22 accommodations (“Convention Development Tax”) from three percent (3%) to four  
23 percent (4%); however, it does not provide a mechanism for these tax dollars to be  
24 extended to pay for the renovation and/or construction of sport facilities, and

25 WHEREAS, SunLife Stadium (“Stadium”) is the host stadium for the Miami  
26 Dolphins football team, and

27 WHEREAS, although the Stadium is located in the City of Miami Gardens, the  
28 Stadium is an entertainment designation of regional impact, for not only the South  
29 Florida area in general, but the Miami-Dade County specifically, and

30 WHEREAS, SunLife Stadium, draws tourists from all over the world to its  
31 sporting events, and many of these tourists stay in hotels in the greater Miami-Dade  
32 County area; as such, those tourists dollars should not be limited to construction and  
33 renovation of county-owned convention centers, but should also be used for the  
34 renovation or construction of sports facilities, like SunLife Stadium since the Stadium  
35 helps to generates some of those tourist dollars, and

36 WHEREAS, SunLife Stadium is a tourist destination and its success directly  
37 impacts the economic development and revitalization of the City of Miami Gardens, its  
38 residents and businesses, and

39 WHEREAS, it is important to the residents and businesses in Miami Gardens that  
40 Sun Life Stadium become a state of the art facility, that is able to compete with other  
41 facilities across the country for major events, including the Super Bowl, Pro Bowl,  
42 Concerts, Soccer Matches, Bowl Championship Series participation etc., because this  
43 would provide an economic stimulus for the City's economy by providing additional  
44 employment opportunities and by spurring the enhancement of existing businesses and  
45 the creation of new business, and

46 WHEREAS, having the ability to construct a canopy to cover the Stadium area  
47 and make other improvements to the Stadium would assist greatly in that effort and  
48 allow for greater usage of the facility for a greater variety of events and venues and

49 WHEREAS, Councilman Oliver Gilbert, III is recommending, that the City Council  
50 lend its support to the Senate Bill 466 and House Bill 141 to provide for a mechanism to  
51 assist with the modernization, construction, reconstruction, or renovation of Sun Life  
52 Stadium and oppose Senate Bill 980, which would not,

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

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

58 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
59 hereby expresses support of House Bill 141 and Senate Bill 466 and expresses  
60 opposition to Senate Bill 980.

61 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
62 directed to send certified copies of this Resolution to the Speaker of the House, the  
63 President of the Senate, and to Chairperson of the Miami-Dade Legislative Delegation.

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

66 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
67 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2011.

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75 **ATTEST:**

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79 \_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

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

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\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

85 SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

86

87 Moved by: \_\_\_\_\_

88

89 **VOTE:** \_\_\_\_\_

90

91 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

92 Vice Mayor Aaron Campbell \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

93 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

94 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

95 Councilwoman Sharon Pritchett \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

96 Councilwoman Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

97 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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HB 141

2011

1 A bill to be entitled  
2 An act relating to the tourist development tax; amending  
3 s. 125.0104, F.S.; providing additional bonding authority  
4 for a certain additional tourist development tax;  
5 providing a limitation on tax revenues received from such  
6 tax and used for certain purposes; limiting the  
7 expenditure of ad valorem tax revenue for expansion of  
8 facilities by a county imposing a tourist development tax  
9 for certain purposes; providing for nonapplication of a  
10 prohibition against levying such tax in certain cities and  
11 towns under certain conditions; providing for controlling  
12 application notwithstanding certain contrary authority;  
13 providing an effective date.

14  
15 Be It Enacted by the Legislature of the State of Florida:

16  
17 Section 1. Paragraph (n) of subsection (3) of section  
18 125.0104, Florida Statutes, is amended to read:

19 125.0104 Tourist development tax; procedure for levying;  
20 authorized uses; referendum; enforcement.—

21 (3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.—

22 (n)1. In addition to any other tax that is imposed under  
23 this section, a county that has imposed the tax under paragraph  
24 (1) may impose an additional tax that is no greater than 1  
25 percent on the exercise of the privilege described in paragraph  
26 (a) by a majority plus one vote of the membership of the board  
27 of county commissioners in order to:

28 a.1 Pay the debt service on bonds issued to finance:

Page 1 of 4

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0141-00

HB 141

2011

57 meeting, banquet, and exhibition spaces that facilitate or  
58 enhance the use of the existing convention center, and to pay  
59 the planning and design costs incurred prior to the issuance of  
60 any such bonds.

61 b.2. Promote and advertise tourism in the State of Florida  
62 and nationally and internationally; however, if tax revenues are  
63 expended for an activity, service, venue, or event, the  
64 activity, service, venue, or event shall have as one of its main  
65 purposes the attraction of tourists as evidenced by the  
66 promotion of the activity, service, venue, or event to tourists.

67 2. In any county in which the tax authorized by this  
68 paragraph is imposed initially on or after January 1, 2012, the  
69 tax revenues received from the imposition of such tax and used  
70 for the purposes set forth in sub-sub-subparagraph 1.a.(III) and  
71 sub-subparagraph 1.b. in the aggregate may not exceed 49.9  
72 percent of the total tax revenues received from the imposition  
73 of such tax.

74 3. A county that imposes the tax authorized in this  
75 paragraph may not expend any ad valorem tax revenues for the  
76 acquisition, expansion, construction, reconstruction, or  
77 renovation of a facility for which tax revenues are used  
78 pursuant to subparagraph 1. The provision of paragraph (b) which  
79 prohibits any county authorized to levy a convention development  
80 tax pursuant to s. 212.0305 from levying more than the 2-percent  
81 tax authorized by this section shall not apply to the additional  
82 tax authorized by this paragraph. In addition, the prohibition  
83 under paragraph (b) against any additional levy under this  
84 section in any cities or towns presently imposing a municipal

HB 141

2011

85 resort tax as authorized by chapter 67-930, Laws of Florida,  
86 does not apply to the levy of the additional tax authorized by  
87 this paragraph and the additional tax authorized by this  
88 paragraph may be levied in such cities and towns to pay debt  
89 service on bonds issued pursuant to this subsection; however,  
90 such bonds must be issued no later than December 14, 2015, but  
91 may be refunded and refinanced at the discretion of the issuer  
92 ~~in counties which levy convention development taxes pursuant to~~  
93 ~~s. 212.0305(4)(a).~~ Subsection (4) does not apply to the adoption  
94 of the additional tax authorized in this paragraph. The  
95 effective date of the levy and imposition of the tax authorized  
96 under this paragraph is the first day of the second month  
97 following approval of the ordinance by the board of county  
98 commissioners or the first day of any subsequent month specified  
99 in the ordinance. A certified copy of such ordinance shall be  
100 furnished by the county to the Department of Revenue within 10  
101 days after approval of the ordinance.

102 4. This paragraph controls over any contrary provision of  
103 subsection (5).

104 Section 2. This act shall take effect July 1, 2011.

By Senator Negrón

28-00341A-11

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A bill to be entitled  
An act relating to the tourist development tax;  
amending s. 125.0104, F.S.; providing additional  
bonding authority for a certain additional tourist  
development tax; providing a limitation on tax  
revenues received from such tax and used for certain  
purposes; limiting the expenditure of ad valorem tax  
revenue for expansion of facilities by a county  
imposing a tourist development tax for certain  
purposes; providing for nonapplication of a  
prohibition against levying such tax in certain cities  
and towns under certain conditions; providing for  
controlling application notwithstanding certain  
contrary authority; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (n) of subsection (3) of section  
125.0104, Florida Statutes, is amended to read:  
125.0104 Tourist development tax; procedure for levying;  
authorized uses; referendum; enforcement.-

(3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.-

(n)1. In addition to any other tax that is imposed under  
this section, a county that has imposed the tax under paragraph  
(l) may impose an additional tax that is no greater than 1  
percent on the exercise of the privilege described in paragraph  
(a) by a majority plus one vote of the membership of the board  
of county commissioners in order to:

a.1- Pay the debt service on bonds issued to finance:

28-00341A-11

2011466

88 this paragraph and the additional tax authorized by this  
89 paragraph may be levied in such cities and towns to pay debt  
90 service on bonds issued pursuant to this subsection; however,  
91 such bonds must be issued no later than December 14, 2015, but  
92 may be refunded and refinanced at the discretion of the issuer  
93 ~~in counties which levy convention development taxes pursuant to~~  
94 ~~s. 212.0305(4)(a).~~ Subsection (4) does not apply to the adoption  
95 of the additional tax authorized in this paragraph. The  
96 effective date of the levy and imposition of the tax authorized  
97 under this paragraph is the first day of the second month  
98 following approval of the ordinance by the board of county  
99 commissioners or the first day of any subsequent month specified  
100 in the ordinance. A certified copy of such ordinance shall be  
101 furnished by the county to the Department of Revenue within 10  
102 days after approval of the ordinance.

103 4. This paragraph controls over any contrary provision of  
104 subsection (5).

105 Section 2. This act shall take effect July 1, 2011.

By Senator Bennett

21-00928B-11

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A bill to be entitled  
An act relating to convention development taxes;  
amending s. 212.0305, F.S.; making technical and  
grammatical changes; authorizing an increase in the  
rate of the charter county convention development tax;  
specifying permissible uses of the additional  
revenues; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) and paragraphs (a) and (b) of  
subsection (4) of section 212.0305, Florida Statutes, are  
amended to read:

212.0305 Convention development taxes; intent;  
administration; authorization; use of proceeds.-

(3) APPLICATION; ADMINISTRATION; PENALTIES.-

(a)1. The convention development tax on transient rentals  
imposed by the governing body of any county applies ~~authorized~~  
~~to so levy shall apply~~ to the amount of any payment made by any  
person to rent, lease, or use for a period of 6 months or less  
any living quarters or accommodations in a hotel, apartment  
hotel, motel, resort motel, apartment, apartment motel,  
roominghouse, tourist or trailer camp, mobile home park,  
recreational vehicle park, condominium, or timeshare resort. If  
~~When~~ receipt of consideration is by way of property other than  
money, the tax is ~~shall be~~ levied and imposed on the fair market  
value of the ~~such~~ nonmonetary consideration. Any payment made by  
a person to rent, lease, or use any living quarters or  
accommodations that ~~which~~ are exempt from the tax imposed under

21-00928B-11

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30 s. 212.03 are ~~shall likewise be~~ exempt from any tax imposed  
31 under this section.

32 2.a. Tax is ~~shall be~~ due on the consideration paid for  
33 occupancy in the county pursuant to a regulated short-term  
34 product, as defined in s. 721.05, or occupancy in the county  
35 pursuant to a product that would be deemed a regulated short-  
36 term product if the agreement to purchase the short-term right  
37 was executed in this state. The ~~Such~~ tax shall be collected on  
38 the last day of occupancy within the county unless such  
39 consideration is applied to the purchase of a timeshare estate.  
40 The occupancy of an accommodation of a timeshare resort pursuant  
41 to a timeshare plan, a multisite timeshare plan, or an exchange  
42 transaction in an exchange program, as defined in s. 721.05, by  
43 the owner of a timeshare interest or by a ~~such owner's~~ guest of  
44 the owner who, ~~which~~ guest is not paying monetary consideration  
45 ~~to the owner or to a third party~~ for the benefit of the owner,  
46 is not a privilege subject to taxation under this section. A  
47 membership or transaction fee paid by a timeshare owner which  
48 ~~that~~ does not provide the timeshare owner with the right to  
49 occupy any specific timeshare unit but merely provides the  
50 timeshare owner with the opportunity to exchange a timeshare  
51 interest through an exchange program is a service charge and is  
52 not subject to taxation under this section.

53 b. Consideration paid for the purchase of a timeshare  
54 license in a timeshare plan, as defined in s. 721.05, is rent  
55 subject to taxation under this section.

56 (b) The ~~tax shall be charged by the person receiving the~~  
57 consideration for the lease or rental, and the tax, shall charge  
58 the tax and collect the tax ~~be collected~~ from the lessee,

21-00928B-11

2011980

59 tenant, or customer at the time of payment of the consideration  
60 for the ~~such~~ lease or rental.

61 (c) The person receiving the consideration for such rental  
62 or lease shall receive, account for, and remit the tax to the  
63 department at the time and in the manner provided for persons  
64 who collect and remit taxes pursuant to ~~under~~ s. 212.03. The  
65 same duties and privileges imposed by this chapter upon dealers  
66 in tangible property respecting the collection and remission of  
67 tax; the making of returns; the keeping of books, records, and  
68 accounts; and compliance with the rules of the department in the  
69 administration of this chapter apply to and are binding upon all  
70 persons who are subject to ~~the provisions of~~ this section.  
71 However, the department may authorize a quarterly return and  
72 payment if ~~when~~ the tax remitted by the dealer for the preceding  
73 quarter did not exceed \$25.

74 (d) The department shall keep records showing the amount of  
75 taxes collected, including records of ~~which records shall~~  
76 ~~disclose~~ the taxes collected from each county in which a local  
77 government resort tax is levied. These records are ~~shall be~~  
78 subject to ~~the provisions of~~ s. 213.053 and are confidential and  
79 exempt from ~~the provisions of~~ s. 119.07(1).

80 (e) The ~~collections received by the~~ department shall pay  
81 and return the collections of the tax ~~from the tax~~, less its  
82 costs of administration, ~~shall be paid and returned~~ monthly to  
83 the county that ~~which~~ imposed the tax, ~~for use by the county as~~  
84 ~~provided in this section.~~ A county shall place the ~~Such~~ receipts  
85 from the tax ~~shall be placed~~ in a specific trust fund or funds  
86 created by the county.

87 (f) The department shall adopt ~~promulgate~~ such rules and

21-00928B-11

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88 shall prescribe and publish such forms as may be necessary to  
 89 administer ~~effectuate the purposes of~~ this section. The  
 90 department may ~~is authorized to~~ establish audit procedures and  
 91 ~~to~~ assess for delinquent taxes.

92 (g) The estimated tax provisions contained in s. 212.11 do  
 93 not apply to the administration of any tax levied under this  
 94 section.

95 (h) Any person taxable under this section who, either by  
 96 himself or herself or through the person's agents or employees,  
 97 fails or refuses to charge and collect the taxes provided in  
 98 this section ~~herein provided~~ from the person paying any rental  
 99 or lease is, ~~in addition to being~~ personally liable for the  
 100 payment of the tax and commits, ~~guilty of~~ a misdemeanor of the  
 101 first degree, punishable as provided in s. 775.082 or s.  
 102 775.083.

103 (i) A ~~No~~ person may not ~~shall~~ advertise or hold out to the  
 104 public in any manner, directly or indirectly, that he or she  
 105 will absorb all or any part of the tax; that he or she will  
 106 relieve the person paying the rental of the payment of all or  
 107 any part of the tax; or that the tax will not be added to the  
 108 rental or lease consideration or, if added, that the tax or any  
 109 part of the tax ~~thereof~~ will be refunded or refused, either  
 110 directly or indirectly, by any method ~~whatsoever~~. Any person who  
 111 willfully violates any provision of this paragraph commits ~~is~~  
 112 ~~guilty of~~ a misdemeanor of the first degree, punishable as  
 113 provided in s. 775.082 or s. 775.083.

114 (j) The tax constitutes ~~shall constitute~~ a lien on the  
 115 property of the lessee, customer, or tenant in the same manner  
 116 as, and is ~~shall be~~ collectible as are, liens authorized and

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117 imposed by ss. 713.67, 713.68, and 713.69.

118 (k) Any tax levied pursuant to this section is ~~shall be~~ in  
 119 addition to any other tax imposed under ~~pursuant to~~ this chapter  
 120 and is in addition to all other taxes and fees and the  
 121 consideration for the rental or lease.

122 (l) The department shall administer the taxes levied under  
 123 this section herein as increases in the rate of the tax  
 124 authorized in s. 125.0104. The department shall collect and  
 125 enforce ~~the provisions of~~ this section and s. 125.0104 in  
 126 conjunction with each other in those counties authorized to levy  
 127 the taxes authorized in this section herein. The department  
 128 shall distribute the proceeds received from the taxes levied  
 129 under ~~pursuant to~~ this section and s. 125.0104 in proportion to  
 130 the rates of the taxes authorized to the appropriate trust funds  
 131 as provided by law. If the department receives an ~~In the event~~  
 132 ~~of~~ underpayment of the total amount due by a taxpayer pursuant  
 133 to this section and s. 125.0104, the department must ~~shall~~  
 134 distribute the amount received in proportion to the rates of the  
 135 taxes authorized to the appropriate trust funds as provided by  
 136 law and the penalties and interest due on both of the said ~~the~~ taxes  
 137 apply ~~shall be applicable~~.

138 (4) AUTHORIZATION TO LEVY; USE OF PROCEEDS; OTHER  
 139 REQUIREMENTS.—

140 (a) *Consolidated government levy for convention*  
 141 *development.*—

142 1. Each county that operates under a government  
 143 consolidated with that of one or more municipalities in the  
 144 county may impose, pursuant to an ordinance enacted by the  
 145 governing body of the county, a levy on the exercise within its

21-00928B-11

2011980

146 boundaries of the taxable privilege of leasing or letting  
147 transient rental accommodations described in subsection (3) at  
148 the rate of 2 percent of each dollar and major fraction of each  
149 dollar of the total consideration charged for the privilege  
150 ~~therefor~~. The proceeds of this levy shall be known as the  
151 consolidated county convention development tax.

152 2. The county shall furnish to the department, within 10  
153 days after approval of the ordinance imposing the levy, a copy  
154 of the ordinance. The effective date of imposition of the levy  
155 must be the first day of any month that is at least 60 days  
156 after enactment of the ordinance.

157 3. All consolidated county convention development moneys,  
158 including any interest accrued on the moneys ~~thereon~~, received  
159 by a county imposing the levy may ~~must~~ be used only as follows  
160 ~~in any of the following manners, although the utilization~~  
161 ~~authorized in sub-subparagraph a. shall apply only to~~  
162 ~~municipalities with a population of 10,000 or more:~~

163 a. To promote and advertise tourism by a municipality  
164 having a population of 10,000 or more;

165 b. To extend, enlarge, and improve existing publicly owned  
166 convention centers in the county;

167 c. To construct a multipurpose  
168 convention/coliseum/exhibition center or the maximum components  
169 of a multipurpose center ~~thereof~~ as funds permit in the county;  
170 and

171 d. To acquire, construct, extend, enlarge, remodel, repair,  
172 improve, or maintain one or more convention centers, stadiums,  
173 exhibition halls, arenas, coliseums, or auditoriums.

174 4. For the purposes of completion of any project under this

21-00928B-11

2011980\_\_

175 paragraph, tax revenues and interest accrued may be used:

176 a. As collateral, pledged, or hypothecated for projects  
177 authorized by this paragraph, including bonds issued in  
178 connection with a project ~~therewith~~; or

179 b. As a pledge or capital contribution in conjunction with  
180 a partnership, joint venture, or other business arrangement  
181 between the county and one or more business entities for  
182 projects authorized by this paragraph.

183 5.a. The county may designate or appoint an authority to  
184 administer and disburse such proceeds and any other related  
185 source of revenue. However, the annual budget of the authority  
186 must be ~~is~~ subject to approval of the governing body of the  
187 county.

188 b. Except as otherwise provided by law, one-half of the  
189 proceeds of the tax which are collected within a municipality  
190 the government of which is not consolidated with that of the  
191 county must, at the request of the governing body of the  
192 municipality, be remitted to the municipality. The revenue  
193 remitted to a municipality under this sub-subparagraph may be  
194 used by the municipality only for the purposes and in the manner  
195 authorized in this paragraph, but the municipality may enter  
196 into an interlocal agreement with the county or with any other  
197 municipality in the county to use the ~~such~~ revenue to jointly  
198 finance any project authorized by this paragraph. This sub-  
199 subparagraph does not apply to the distribution to the county of  
200 any convention development tax revenues necessary to repay the  
201 principal of or the interest on any bonds issued under sub-  
202 subparagraph 4.a. before May 29, 1984. Notwithstanding this sub-  
203 subparagraph, if the governing body of such a municipality

21-00928B-11

2011980

204 adopts a resolution stating that the municipality is unable to  
205 use such revenue for any purpose authorized in this paragraph,  
206 the municipality may use the revenue to acquire and develop  
207 municipal parks, lifeguard stations, or athletic fields.

208 6. The consolidated county convention development tax is  
209 ~~shall be~~ in addition to any other levy imposed under this  
210 section.

211 7. Revenues collected and returned to the county must be  
212 deposited in a convention development trust fund, which must be  
213 established by the county as a condition precedent to receipt of  
214 such funds.

215 (b) *Charter county levy for convention development.*—

216 1. Each county, as defined in s. 125.011(1), may impose,  
217 under an ordinance enacted by the governing body of the county,  
218 a levy on the exercise within its boundaries of the taxable  
219 privilege of leasing or letting transient rental accommodations  
220 described in subsection (3) at the rate of 3 percent or 4  
221 percent of the total consideration charged for the privilege  
222 ~~therefor~~. The proceeds of this levy shall be known as the  
223 charter county convention development tax.

224 2. All charter county convention development moneys,  
225 including any interest accrued thereon, received by a county  
226 imposing the levy shall be used as follows:

227 a. One-half of the proceeds of a 4 percent levy or two-  
228 thirds of the proceeds of a 3 percent levy shall be used to  
229 extend, enlarge, expand, and improve the largest existing  
230 publicly owned convention center in the county.

231 b. One-fourth of the proceeds of 4 percent levy or one-  
232 third of the proceeds of a 3 percent levy shall be used to

21-00928B-11

2011980

233 construct a new multipurpose convention/coliseum/exhibition  
234 center/stadium or the maximum components thereof as funds permit  
235 in the most populous municipality in the county.

236 c. One-fourth of the proceeds of a 4 percent levy shall be  
237 used solely to extend, enlarge, remodel, repair, improve, plan  
238 for, operate, manage, or maintain the largest existing publicly  
239 owned convention center in the county, including the pledge of  
240 the proceeds as security for the payment of bonds or other  
241 obligations issued in connection with such convention center  
242 projects. Notwithstanding sub-subparagraph f., these proceeds  
243 may not be used to pay debt service or other obligations on  
244 bonds payable from the proceeds that must be used for the  
245 purposes in sub-subparagraphs a. and b.

246 d.e. After the completion of any project under sub-  
247 subparagraph a., the tax revenues and interest accrued under  
248 sub-subparagraph a. may be used to acquire, construct, extend,  
249 enlarge, remodel, repair, improve, expand, plan for, operate,  
250 manage, or maintain one or more nonprofit publicly owned or  
251 operated convention centers, stadiums, exhibition halls, arenas,  
252 coliseums, auditoriums, or golf courses, and may be used to  
253 acquire and construct an intercity light rail transportation  
254 system as described in the Light Rail Transit System Status  
255 Report to the Legislature dated April 1988. The transit system  
256 must, which shall provide a means to transport persons to and  
257 from the largest existing publicly owned convention center in  
258 the county and the hotels north of the convention center and to  
259 and from the downtown area of the most populous municipality in  
260 the county as determined by the county.

261 e.d. After completion of any project under sub-subparagraph

21-00928B-11

2011980\_\_

262 b., the tax revenues and interest accrued under sub-subparagraph  
263 b. may be used, as determined by the county, to operate an  
264 authority created pursuant to subparagraph 4. or to acquire,  
265 construct, extend, enlarge, remodel, repair, improve, operate,  
266 or maintain one or more convention centers, stadiums, exhibition  
267 halls, arenas, coliseums, auditoriums, golf courses, or related  
268 buildings and parking facilities in the most populous  
269 municipality in the county.

270 f.e. For the purposes of completion of any project pursuant  
271 to this paragraph, tax revenues and interest accrued may be  
272 used:

273 (I) As collateral, pledged, or hypothecated for projects  
274 authorized by this paragraph, including bonds issued in  
275 connection with a project ~~therewith~~; or

276 (II) As a pledge or capital contribution in conjunction  
277 with a partnership, joint venture, or other business arrangement  
278 between a municipality and one or more business entities for  
279 projects authorized by this paragraph.

280 3. The governing body of each municipality in which a  
281 municipal tourist tax is levied may adopt a resolution  
282 prohibiting imposition of the charter county convention  
283 development levy within the ~~such~~ municipality. If the governing  
284 body adopts such a resolution, the convention development levy  
285 shall be imposed by the county in all other areas of the county  
286 except the ~~such~~ municipality. Revenues from a charter county  
287 convention development levy ~~No funds collected pursuant to this~~  
288 ~~paragraph~~ may not be expended in a municipality that ~~which~~ has  
289 prohibited the imposition of the tax ~~adopted such a resolution~~.

290 4.a. Before the county enacts an ordinance imposing or

21-00928B-11

2011980

291 increasing the levy, the county shall notify the governing body  
292 of each municipality in which projects are to be developed  
293 pursuant to sub-subparagraph 2.a., sub-subparagraph 2.b., sub-  
294 subparagraph 2.c., ~~or~~ sub-subparagraph 2.d, or sub-subparagraph  
295 2.e. As a condition precedent to receiving funding, the  
296 governing bodies of the ~~such~~ municipalities shall designate or  
297 appoint an authority having ~~that shall have~~ the sole power to:

298 (I) Approve the concept, location, program, and design of  
299 the facilities or improvements to be built in accordance with  
300 this paragraph and to administer and disburse such proceeds and  
301 any other related source of revenue.

302 (II) Appoint and dismiss the authority's executive  
303 director, general counsel, and any other consultants retained by  
304 the authority. The governing body may ~~shall have the right to~~  
305 approve or disapprove the initial appointment of the authority's  
306 executive director and general counsel.

307 b. The members of each such authority shall be appointed by  
308 the governing body of the municipality to terms ~~serve for a term~~  
309 of at least ~~not less than~~ 1 year ~~and shall be appointed by the~~  
310 ~~governing body of such municipality.~~ The annual budget of the  
311 ~~such~~ authority is ~~shall be~~ subject to the approval of the  
312 governing body of the municipality. If the governing body does  
313 not approve the budget, the authority shall use as the  
314 authority's budget the ~~previous fiscal year~~ budget from the  
315 previous fiscal year.

316 c. The authority, by resolution to be adopted from time to  
317 time, may invest and reinvest the proceeds from the convention  
318 development tax and any other revenues generated by the  
319 authority in the same manner that the municipality in which the

21-00928B-11

2011980

320 authority is located may invest surplus funds.

321 5. The charter county convention development levy is ~~shall~~  
322 ~~be~~ in addition to any other levy imposed pursuant to this  
323 section.

324 6. A certified copy of the ordinance imposing the levy  
325 shall be furnished by the county to the department within 10  
326 days after approval of such ordinance. The effective date of  
327 imposition of the levy is ~~shall be~~ the first day of any month at  
328 least 60 days after enactment of the ordinance.

329 7. Revenues collected pursuant to this paragraph must ~~shall~~  
330 be deposited in a convention development trust fund, which shall  
331 be established by the county as a condition precedent to receipt  
332 of the ~~such~~ funds.

333 Section 2. This act shall take effect July 1, 2011.

## Staff Monthly Report Jan – Feb 2011

### CITY MANAGER

- Met with City Hall teams to discuss related topics including off-site improvements and the parking structure.
- Met as part of the 2012 Jazz in the Gardens production RFP and evaluated the one submittal. No recommendation made pending background and interview to be help this month.
- Met with the owners of the Mint Lounge. There was no indication that they wanted to sell at this time. In order to keep on City Hall schedule, we are proceeding without the property.
- Attended a federal arbitration for the City's billboard cases.
- Met individually with various Council Members regarding various topics.
- Met to discuss the bus shelter situation. Several have been damaged by vehicle accidents; however no funds were budgeted for repair. For several of these we will receive insurance for the vehicle's insurer; however, this is an area that needs county CITT funds.

### 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. It will be presented in March.
2. Finalized the amount with Calder for reimbursement of permits fees pursuant to their original agreement with the City.
3. Behan working on budget documents for next year's budget process which will begin in March.
4. Worked with staff to resolve the FMU impact fee issue.

### 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	Jan- Feb
Applications/ resumes received	240	157	152	92
Positions Advertised	6	2	4	3
Interviews Conducted	18	44	9	39
Pre-employ Physicals	15	5	4	1
Background/ Reference Checks	18	3	3	14
New Hires	8	5	3	4
Workers Comp Claims	22	26	19	15
Exit Interviews	2	2	1	0
Promotions	0	0	0	4

**DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Crichton)**

**MAJOR INITIATIVES MANAGED**

**Red Light Camera Program Transition**

- working with ATS to negotiate reduced monthly fees on initial intersections

**Education Compact/Miami Gardens Excellence in Education 501C3**

- Organized first Board Meeting
- Completed annual reporting documents for the Board

**Capital Projects**

- Worked with City Hall architects to finalize schematic design

**Building and Code Compliance**

- Worked with staff to craft fee reduction proposal for FMU impact fees
- Worked with staff on Special Events Ordinance
- Worked with Staff on Towing Ordinance
- Analyzed the feasibility and options for the structure of an Unsafe Structures Board as a result of new County Legislation

**Police Department**

- Worked with staff on Telestaff implementation
- Worked with staff on Cost reduction strategies (Overtime, rental contracts, and shift changes)

**Miscellaneous**

- Worked on UNIFI documents for the addition of another 457 in the City
- 2011 UASI Budget Workbook and Spending Plan
- CRA White Paper

**LEGISLATION PREPARED (NON LEGAL)**

- Towing Ordinance Revisions
- Special Event Ordinance
- Alarm Registration Ordinance Revisions

**EXTERNAL MEETINGS**

- UASI 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 January 2011 is as follows:**

**ARRESTS:**

- FELONY 54
- MISDEMEANOR 198
- TRAFFIC 385
- DUI 02
- WARRANT 38

**TOTAL ARREST 677**

**CITATIONS:**

- MOVING 561
- NON-MOVING 938
- PARKING 178

**TOTAL 1677**

**FIELD INTERVIEW CARDS 1239**

**TOTAL CALLS RESPONDED TO 6599**

**REPORTS WRITTEN 1808**

**TRAFFIC CRASHES 249**

**The monthly activity for the Support Services Division for the month of January 2011 is as follows:**

**Property and Evidence, Number of property items processed:**

<u>377</u>	- Property Receipts Processed
<u>15</u>	- Property Receipts Rejected
<u>09</u>	- Property Released
<u>49</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>07</u>	- Lab Runs to MDPD
<u>\$884.00</u>	- Cash Impounded
<u>18</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 2,092 / Walkup Requests at Window 1,053 / Mail Logged In 402 / Fingerprints 20 / Background Checks 72 / Amount Collected At the Window \$196,641.53.

**Number of calls received by dispatch:**

CAD Calls = 9,895 / Phone Calls = 12,254/ FCIC Entries = 231 /

Training hours = 9 hours – (2 people on 1/8 and 4 on 1/6 for Ethics Training...class is 1.5 hours)

Overtime Hours = 323 total; 111 hours (January 1-7) 120 (January 8-21) 92 (January 22-31).

**Court Liaison and Off-Duty**

315 subpoenas stamped and placed in the officers' mailboxes.  
489 off duty personnel processed and entered into Eden for payroll processing.  
2 off duty vendor requests processed.  
312 dispositions stamped and placed in the officers' mailboxes.

**The monthly activity for the Investigations Division for the month of January 2011 is as follows:**

**Arrests – Total: 303**

Felonies –	108
Misdemeanor –	148
Truants Returned-	0
U.S. Currency Seized –	\$4,052.00
Vehicles Recovered –	16
Vehicles Recovered Value-	\$191,000.00
Vehicles Processed-	1
Property Recovered Value-	\$9,000.00
Firearms Seized –	17
Search Warrants	2

**Total Cases Assigned**     380  
**Closed**                     317  
**Rate**                         83.4%

**Scenes Processed by Crime Scene Investigations Unit - 139**

**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 23<sup>rd</sup> meeting. The new GOB contract has been executed by the City and County. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August, 2010. The 2<sup>nd</sup> reimbursement package was delivered to County staff on 10/05/10. The City has received the payment for the 2<sup>nd</sup> reimbursement package. **The third FF&E reimbursement package is being prepared.**

**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. **Resolution #2011-13-1406 was passed during the 01/26/11 Council Meeting. The AIPP Contract is awaiting the Artist execution.**
- 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 & Brandon 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 was signed December 2010.
- **The Architect's preliminary Schematic Design is being revised to include City staff comments and cost reduction ideas. The Schematic Design drawings, that were due on 2/04/11, were submitted late by the A/E and rejected by City staff.**
- **The preliminary Construction Estimate has been performed by the Development Team. The estimate revealed that the preliminary schematic design was over budget. Staff and the design team are working together to reduce the size and cost of the buildings.**

**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 was held on 1/26/11 to address issues with the mitigation requirements for ground water contamination & Pesticide contamination source removal.**
- **The result of the meeting was that DERM identified that the letter was inaccurately stated and a new letter will be furnished to clarify the DERM requirements. The City was granted a time extension to provide a response along with a proposed action plan for the mitigation design and source removal operations.**
- **Several additional test samplings were discussed and will be clarified in the revised letter expected from DERM. The request will be for the City's consultant to establish the outer limits of the potential migration of the contaminate plume.**
- **After the testing and presentation of the results, DERM will render a determination on the acceptability of the Engineer's Design and Mitigation Controls Plan.**
- 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 ended January 22, 2011 – J. Allen**

- The Building Department issued the Temporary Certificate of Occupancy (TCO) on 8/02/10. **TCO extension request is required to further deal with Miami Dade County and FPL issues that are delaying completion of the review of all documents needed to be presented to the Plat Committee prior to Recordation. Additional documentation will be required that were not clarified in prior communications with Miami Dade County.**
- **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 with amendments on 10/16/10. The anticipated date for the Plat recordation will be June 2011.**

- **Staff has completed 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 transmitted the Warranty Check List for the facility to the contractor on 1/24/11.**
- 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 manufacturer & the contractor agreed to replace all of the plastic seat covers with a thicker material since this installation is problematic.
- **The Bleacher replacement seat covers were installed by the Contractor during the week of 1/21/11 and the City has accepted the installation.**
- 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 project is in the close-out phase.**
- **Bids for installing metal security fencing and grilles for the facility were advertised in January with the bids due for submittal on 2/17/11.**
- 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 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August 2010. The 2<sup>nd</sup> 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 53% – 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.
- Site work commenced on 9/28/10. Fill was imported and the establishment of the work platform was stabilized and configured.
- The building footers were 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 were partially installed on 1/12/11.
- **Site and building electrical installation is underway.**
- **Roof framing is being installed along with the steel decking.**
- **Final site grading for the berm was planned to begin the week of 1/10/11. Final Grading started on 2/4/2011 and is yet to be completed.**
- **Project is on schedule to be completed in 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 the 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.
- **The reimbursement package was submitted to the County in February 2011 and the payment 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 reimbursement package was submitted to the County in December 2010 and 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 was advertised in January 2011 with the bids due on 2/17/11.**
- **The manufacturer was released to fabricate the sports lighting equipment on 1/28/11.**
- **The equipment is scheduled to arrive in Miami on 3/21/11.**
- **The project is currently ahead of schedule for a 6/20/11 completion.**
- **Planning for site irrigation of the football play field is underway. The Landscape Architectural consultant proposal for irrigation system design has been approved by staff. The staff initiated the Purchase Order for the irrigation design work.**

**Brentwood Park Playground Shade Structure: Planning Phase 80% - Jimmie Allen**

- Shade structure for the recently installed playground is being planned for installation during 2011.
- **The preparation of the plans for the Shade Structure is underway by the vendor. Staff is awaiting receipt of the plans and permit applications for review and submittal to the Building Department.**

**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.**

**New Senior Center: Planning Phase 30% - Anthony Smith**

- The planning for the renovation of the main building at the Archdiocese site started during in January 2011.
- The Kick-off meeting with A/E was held on 1/19/11.
- **Staff requested three proposals for the 40 Year Recertification, Asbestos Survey, and ADA Survey from the A/E. The A/E will also analyze the existing roofing, plumbing and mechanical systems and develop a Master Plan for the facility.**

- The A/E submitted the draft proposals on 1/26/11. The final proposals were submitted on 1/28/11. The Purchase Orders for the 3 reports were approved and issued on 1/9/11.
- The work for the 40 Year Recertification, Asbestos Survey, and ADA Survey commenced on 2/10/11.
- The A/E will perform site inspections for the 3 reports on 2/14/11 and 2/16/11.

**SCHOOL CROSSING GUARDS (Cherise Asberry)**

**Tasks Completed:**

- Valentine Card Contest (Councilwoman Felicia Robinson)

**Meetings Attended:**

- Director's Mtg.
- Department Mtg. w/ Renee Crichton- January 18<sup>th</sup>
- SCG Employee Staff Mtg. - January 27<sup>th</sup>
- Agenda Review/ Staff Meeting- February 3<sup>rd</sup>
- CTST Meeting- February 7<sup>th</sup>

**Meetings Scheduled:**

- National Center For Missing and Exploited Children- March 10<sup>th</sup>

**Misc:**

- MLK Day- School Crossing Guards assisted with Traffic- January 17<sup>th</sup>

**Employee Incident Reports:**

- Total: 0

**Terminations: 0 Resignations: 0 New Hires: 0**

**BUILDING AND CODE ENFORCEMENT (SHARON RAGOONAN)**

<b>REVENUES:</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
<b>Building Permits</b>	\$100,089.43	\$74,061.93	\$215,157.06	\$88,818.11	\$154,384.67
<b>Certificates of Occupancy (CO)</b>	\$112.56	\$1,207.36	\$3,132.54	\$2,282.04	\$1,145.30
<b>40 Year Recertification</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Overtime Inspection Fees</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL:</b>	<b>\$100,201.99</b>	<b>\$75,269.29</b>	<b>\$218,289.60</b>	<b>\$91,100.15</b>	<b>\$155,529.97</b>

<b>EXPENDITURES:</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
Salaries & Wages	\$113,375.25	\$97,882.59	\$145,278.59	\$91,632.42	\$90,325.21
Personnel Benefits	\$33,799.44	\$30,076.19	\$43,383.39	\$24,446.79	\$34,315.55
Contract Services	\$7,063.44	\$72.86	\$3,376.25	\$1,862.60	\$400.00
Operating Expenditures/Expenses	\$969.51	\$519.38	\$3,097.75	\$274.18	\$18.58
Operating Expenditures/Expenses	\$8,307.99	\$2,271.89	\$4,365.06	\$2,482.49	\$275.00
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internal City Expenditures	\$0.00	\$0.00	\$40,049.50	\$40,049.50	\$40,049.50
Unsafe Structures Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,798.06</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$163,515.63</b>	<b>\$130,822.91</b>	<b>\$239,550.54</b>	<b>\$162,546.04</b>	<b>\$165,383.84</b>

<b>Permit Applications Submitted:</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
Building	181	188	132	140	155
Certificates of Occupancy	3	8	14	15	5
Electrical	75	69	73	62	74
MDC Permit Closure	16	10	16	7	11
Mechanical	82	31	55	31	33
Miscellaneous	42	65	45	43	58
Plumbing	72	34	49	41	63
Public Works	19	14	19	12	17
Recertification	0	1	0	0	0
Zoning	<u>47</u>	<u>19</u>	<u>36</u>	<u>41</u>	<u>65</u>
<b>TOTAL:</b>	<b>537</b>	<b>439</b>	<b>439</b>	<b>392</b>	<b>481</b>

<b>Permits Issued:</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
Building	157	132	163	142	135
Certificates of Occupancy	5	8	12	17	4
Electrical	76	64	72	72	58
MDC Permit Closure	11	10	12	7	6
Mechanical	66	41	49	45	31
Miscellaneous	35	41	22	29	26
Plumbing	51	43	59	32	74
Public Works	15	15	10	12	16
Recertification	0	2	1	0	1
Zoning	<u>34</u>	<u>20</u>	<u>22</u>	<u>24</u>	<u>28</u>
<b>TOTAL:</b>	<b>450</b>	<b>376</b>	<b>422</b>	<b>380</b>	<b>379</b>

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<b>Plan Reviews Performed:</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
<b>City Staff</b>					
<b>Building</b>	188	204	202	177	172
<b>Electrical</b>	122	119	135	104	113
<b>Mechanical</b>	108	48	86	47	53
<b>Plumbing</b>	102	89	84	93	100
<b>Structural</b>	96	68	76	78	82
<b>Professional Services</b>					
<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	0	0	0	1	0
<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	0	0	0	0	0
<b>Structural</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>616</b>	<b>528</b>	<b>583</b>	<b>500</b>	<b>520</b>

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<b>Inspections Performed</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
<b>City Staff</b>					
<b>Building</b>	523	544	550	411	490
<b>Electrical</b>	188	235	220	180	158
<b>Mechanical</b>	92	81	106	100	49
<b>Plumbing</b>	235	220	199	209	221
<b>Professional Services</b>					
<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	18	72	20	45	0
<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>1,056</b>	<b>1,152</b>	<b>1,095</b>	<b>945</b>	<b>918</b>

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<b>UNSAFE STRUCTURE CASES</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
<b>Issued</b>	1	3	2	2	2
<b>Board Hearing</b>	0	0	3	0	1
<b>Demolished</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>3</b>

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<b>CENSUS BUREAU MONTHLY REPORT:</b>					
<b>NEW CONSTRUCTION</b>	<u>09/15 to 10/14</u>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>
<b>Commercial Permits</b>	0	0	0	0	0
<b>Total - Construction Value</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Residential Permits</b>	0	0	0	1	0

<b>Total - Construction Value</b>	\$0.00	\$0.00	\$0.00	\$90,605.00	\$0.00
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**MAJOR PROJECTS:**

1. FMU Dorm building permits have been issued.
2. Amphitheater inspections are on-going.
3. JPM foundation permit plans under review.
4. Online view of permit information and payment of fees in process.

**CODE ENFORCEMENT (Roderick Potter)**

- The last Code Compliance grant funded Officer died.
- Building & Code management team met to produce a web enhancement proposal for the Department website.
- Building & Code Director and Division Director attended meeting to discuss and initiate towing ordinance and special events ordinance.
- Zoning and Code met with code officer's to review the commercial vehicle and sign regulations and procedures.
- Code management attended the Zoning stakeholders meeting.
- Code management attended the Nuisance Abatement meeting.
- 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:**

- Code Officer Irma Westbrook was promoted to Housing Inspector.
- Data Entry Clerk Lee Smith was promoted to Housing Inspector Trainee.
- Code Supervisor Vidal Garcia attended the CPR training class.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

<b><u>CODE Stats:</u></b>	<b><u>Oct</u></b> <b><u>10</u></b>	<b><u>Nov</u></b> <b><u>10</u></b>	<b><u>Dec</u></b> <b><u>10</u></b>	<b><u>Jan</u></b> <b><u>11</u></b>
Business Tax Receipt				
Inspections	72	39	116	152
Certificate of Use Inspections	70	39	42	78
Landlord Permit Inspections	4	21	11	9
Warning Notices Issued	242	128	197	325
Civil Violation Notices Issued	119	68	59	53
Re-Inspections	477	258	224	199
Special Master Hearings	31	20	20	15
Massey Hearings	59	8	17	48
Lien Reduction Amnesty				
Request Hearings	6	21	10	11
Extension Requests	27	20	11	30
Complaints Received	149	126	89	104
Proactive Cases	155	63	147	282
Cases Closed Within 30 Days	238	86	66	67
Cases Closed Within 60 Days	6	0	5	3
Cases Closed Within 90 Days	1	2	0	0
Special Operations-Code	14	5	2	4
Special Events	4	16	2	2
Illegal Signs Removed	831	764	439	585
Phone Calls Received by CEOs	165	158	151	152
Parking Tickets Issued	2	6	9	5
Lien Searches	211	148	118	172
Joint Operations-MGPD	2	0	0	2
PD Requests for CE	10	4	9	12
Abandoned Vehicles - Tagged	17	12	9	12
Abandoned Vehicles - Towed	1	4	0	3

<b><u>Licensing Stats</u></b>	<b><u>Oct</u></b>	<b><u>Nov</u></b>	<b><u>Dec</u></b>	<b><u>Jan</u></b>
	<b><u>10</u></b>	<b><u>10</u></b>	<b><u>10</u></b>	<b><u>11</u></b>
New Business Tax Receipts	38	34	43	38
New Certificates of Use	30	25	28	37
New Alarm Permit Accounts	36	31	45	46
New Landlord Permit Accounts	9	7	2	37
Business Tax Receipts Issued	208	227	119	167
Certificates of Use Issued	169	192	107	161
Alarm Permits Issued	11	6016	45	147
Landlord Permits Issued	4	14	14	5

<b><u>Housing Stats</u></b>	<b><u>Oct</u></b>	<b><u>Nov 10</u></b>	<b><u>Dec 10</u></b>	<b><u>Jan 11</u></b>
	<b><u>10</u></b>			
Re-occupancy	63	84	71	72
Inspections	63	84	64	75
Re-occupancy				
Applications	48	58	47	54
Re-occupancy				
Certificates issued	0	0	6	2
Administrative				
Foreclosure Inspections				

**ASSISTANT CITY MANAGER (Vernita Nelson)**

- Media & Events Division – Weekly Jazz in the Gardens 2011 production meetings; Finalizing stadium, sponsors and artists contracts as well as logistics associated with ancillary events; Working with City Manager and North Star on development of CMG Branding concept
- Capital Improvement Projects Department – 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 (one new contract to fund Miami Carol City Recreational Building has been agreed upon to date); Received 80% of Safe Neighborhood Parks funds for work completed at several parks; Began 40-year inspection process on the larger building on the old Archdiocese Property that will serve a the future senior center.
- 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 related to future City Hall project; Finalized lease agreement with Golden Glades Office Park (current home of City Hall); fulfilled public records requests; Co-hosted a job fair with TekBoard to hire students from Miami Norland and Miami Carol City Senior High Schools as well as Florida Memorial and St. Thomas Universities (four students were hired as a result of this event); Represented Miami Gardens at the FCCMA 2011 Winter Institute

**Additional Meetings:**

- 1/16 – Progressive Young Adults Committee Meeting
- 1/17 – Grand Opening of Recreational Building at Miami Carol City Park; MLK Celebration
- 1/19 – Youth Violence Prevention Coalition Board Meeting
- 1/20– Department of Juvenile Justice Circuit Coordinators Monthly Meeting
- 1/21 – Tek Board Job Fair
- 1/25 – Senior Fitness Program
- 1/26 – CMG Council Meeting
- 2/2 – 2/4 – Florida County and City managers Association Winter Institute
- 2/8 -- Miami Dade County Internal Management And Fiscal Responsibility Committee Meeting
- 2/13 -- Progressive Young Adults Committee Meeting

**COMMUNITY OUTREACH (Lillie Q. Odom)**

- Coordinated the Home visitation and inspection of an Elderly Couple with Switchboard of Miami, COMG Community Development Department, and Solution Specialists, Inc. to assist the family with handicap supplies and home repairs.
- Continuing to collect and organize articles, artifacts, signs and stories in reference to the history of the city.
- Coordinating the sixth (6<sup>th</sup>.) Annual Heritage Luncheon to be held Monday, February 28, 2011 12-2:00 pm at the BTFR Complex 3000 NW 199 Street for city employees, in recognition of Black History Month.

**Community and Committee Meetings attended**

- January 20, 2011-Visited an elderly resident seeking assistance with food and cleaning of house. Referral was submitted to the Alliance for aging.
- February 3, 2011 -Home visitation and inspection of an Elderly couple; to discuss medical and structural assistance. Accompanied by; Switch Board of Miami, Miami Gardens Development inspectors. and Solution Specialists, Inc.

February 16, 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 February 2011 issue of the Community Newspaper. It has been distributed throughout the community and in various locations throughout the City. Visit [www.communitynewspapers.com](http://www.communitynewspapers.com) for an online version. We are currently working on the March 2011 issue.
- The February online newsletter has been distributed.
- Planning for Jazz in the Gardens is underway. While all artists have been acquired some of the artists have been changes out due to unforeseen circumstances related to the artist. As a result of some of these changes, the Isley Brothers, Ernie and Ronald Isley, have been added to the line-up and will close the Sunday show. As it stands the Saturday, March 19, 2011, by Lauryn Hill, Charlie Wilson, Al Jarreau, 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, Branford Marsalis and the Isley Brothers. 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 sales are on par with last year's sales. We are selling about the same amount of tickets this year that we sold last year this time. Currently we have sold about 21,500 tickets for the two day event.

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](http://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 have finalized the agreement with Michael Baisden to host the event. He is currently promoting the event on his radio show which is syndicated in over 65 major markets around the nation.

The Women's Impact Luncheon is scheduled to be held at the Westin Diplomat on Saturday, March 19<sup>th</sup>. Guests will have the opportunity of attending this event in the early afternoon and Jazz in the Gardens later in the afternoon. Tickets for this event will be on sale soon. Information to the general public is forthcoming.

The Celebrity Golf Tournament is schedule at the Westin Diplomat Golf Course on Friday, March 18<sup>th</sup>. Mainly sponsors and celebrities partake in this event, however this year we have opened the event to the general public for a fee.

The press conference and sponsor soiree are scheduled to take place on the evening of Friday, March 18<sup>th</sup> at the Westin Diplomat. Several artists will be attending the press conference and the after party event. This year the Greater Fort Lauderdale

Convention Center and Visitors Bureau (GMCVB) is assisting us with coordinating the pre-party event. They are fully sponsoring the event and in-turn the event will be open to the general public for a fee to be collected by the GMCVB to cover production costs for this event. Information regarding this event is forthcoming.

- 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.
- 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. We are in the recruiting phase and seeking young women to participate in the pageant. The first orientation is scheduled to take place on March 2, 2011.
- 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.
- The Events & Media staff has attended and completed Ethics Training.
- The Events and Media Department is working with Sharon Ragoonan on the marketing aspect of the Miami Broward Carnival that may potentially be held in Miami Gardens again in October 2011. These preliminary meetings are being held with the intent of moving forward in re-branding the Carnival to "Carnival in the Gardens".
- 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 five bid/RFP:
  - Installation of Musco Lights @ Brentwood
  - Furnish & Install Metal Security & Bird Screens @ BTF
  - Rehabilitation Home – 1741 NW 187<sup>th</sup> Street
  - Youth Sports Promotional Items
  - Home Rehabilitation 745 NW 200<sup>th</sup> Terrace
  
2. Prepared and issued four Quotations:
  - AC Replacement
  - Actuarial Services
  - Environmental Testing Services
  - Irrigation and Pump System Monitoring Services
  
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
  - Caribbean Shops Facade
  - Miami Gardens Sound Wall Enhancements
  - Landscape Services – City Parks
  - Park Concession Management Services
  - Fire Suppression System
  - Annual Contract – Lot Clearing/Mowing Services
  - Annual Contract – Tree purchase/planting Services
  - Laser Grading – City Park
  - Issued 125 Purchase Orders
  
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
2/9/11	Saunders Ent. Group	JIG	\$221,600.00
1/28/11	Bliss Products	Shade Structure – Brentwood Park	\$46,990.00
2/9/11	Universal Attractions	JIG – Heads of State 1 <sup>st</sup> pymnt	\$30,000.00
2/9/11	Universal Attractions	JIG – Heads of State 2 <sup>nd</sup> pymnt	\$30,000.00

## 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.
  
- **Vehicle Safety / Security** – To improve visibility and security of select application vehicles roof marking numbers were ordered. They will be added to Police K9, School Crossing Guard, prisoner work crew (KMGB), and Parks and Recreation units. In addition, tracking devices will be added as well to some of these units.
- **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 and repair approval.
- During routine vehicle inspections, unreported damage was identified and reported to Risk Management.
  
- **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 identified additional patrol units with rusting roofs and coordinated with Maroone Ford to re-paint units through Ford Warranty Program.
- b) Check service repair invoices against vehicle warranty to insure proper billing for services. Two claims were submitted for service part replacement of batteries.

- **New Vehicles**

- a) Received 3 loaner vehicles from the NICB for PD. All UM units are in service.

- **Vehicle Lot Checks/Inspections**

- Fleet Rep. Identified Heavy Trucks/Equipment for Annual DOT Inspection.
- Building & Code and Parks & Recreation vehicle inspections performed on January 25, 2011
- Parks Maintenance vehicle inspections performed on January 27, 2011
- Public Works vehicles/equipment inspections performed on February 11, 2011
- Fleet Rep. inspected PW unit 2113 and recommended needed repairs and maintenance.
- 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 and was well received, additional lamps ordered.
- Monthly start up and check City Hall and Parks standby generators

- **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 Committee meetings
- b) Fleet Management attended a quarterly Fleet overview at Miami Dade County addressing service issues
- c) Fleet Staff attended the SF Fleet Managers Monthly Meeting at Miami Dade Repair Facility on February 4, 2011.
- d) Fleet Staff attended a Ford Motor Company sponsored diesel engine service training on February 10, 2011.
- e) Fleet Manager successfully completed the US Department of Energy Federal Energy Management Program on February 3, 2011 – Federal Fleet Management 101

- **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)**

IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from 01/19/2011 through 02/17/2011. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues
- Schedule Status
- Travel Activity

Accomplishments from Month:

- Significant Accomplishments
  - Changed City Website Offsite hosting from Discount.NET to GoDaddy. We are in the process of putting our main City Hall Website into the Cloud to ensure redundancy and reliability during any emergency to include preparation for hurricane season.
  - Established and distributed documentation for standardizing the website. This includes documentation on file naming conventions and request for page edits.
  - Ensured proper set up of Telestaff and YouTube for Dispatch group to allow them to view and learn about Telestaff.
  - Updated P2C Website
  - Met with D. Rosemond
  - Spoke with Henry Garcia of XO Communications about their operations in Miami Gardens and XO's push to help establish a CMG Chamber of Commerce.
  - Ricardo and I attended the FLIGISA conference.
  - Ricardo Attended phase III of the CCIO Program. He has two more sessions to go and a Capstone Project Presentation in order to graduate. Expected graduation is in July.

- IT working on SOP for PD and for CH. We will combine the two SOPs into a Department SOP. Working to document all major processes to allow for quicker knowledge transfer.
- Began organizing for the Corporate Run.
- Continuing various class trainings for CMG staff every Thursday.
- Continuing to work on payment over the web via the EDEN Web Module. There is a glitch from the EDEN side that we are still trying to correct.
- Met with Chief Boyd and Deputy Chief Miller about working closer to ensure efficiency at PD, especially with all the technology we have there. Very productive meeting. We will continue to meet quarterly.
- Continuing our weekly conference calls with OSSI to work on correcting issues and outstanding tickets with operation of their software for PD.
- Continuing to fine tune Barracuda. We have had no virus. Worms or malworms infections since tightening restrictions. Sent out an email to CMG Directors detailing some of the results and working on providing additional education to staff on the benefits provided by Barracuda.
- 
- Gardimyr Pierre began working as our Technician at the Town of Miami Lakes. We are very involved in an interim move to a new location for the Town. All items to include all communications must be moved by 2-18-11. We have worked to aggressively meet this date and have cleaned up many issues with their systems and are well on our way of bringing them up to the same standards as we have at CMG.
- Worked on our Unified Communications platform. We are now able to make calls directly from Communicator. We also have additional functionality in outlook. We will begin teaching classes to those in the pilot program in March. I estimate that it will greatly improve productivity when you do not have to look up number for contacts you simply start typing or click call from an email and the system will do the rest.
- 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 MGLD. 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.
- 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.
- Completed Virtualization of two more physical servers at CH during weekend of 2/12/11.
- Significant Issues
  - Still working on EDEN Web Extensions. Payment portion
  - Still working to clean up various issues with OSSI.
  - Short of staff but had successful interviews and have a few prospects that are going through background investigations now.
  - In need of an Admin. Working with Lillie Odom to see if we can get someone from the AARP program.
- Schedule Status
- Travel Activity
  - Chas is attended Unified Communication Training in January.
  - Ron and Ricardo attend FLGISA Winter Conference in Feb.
  - Ricardo attended Module 3 Training for CCIO in Feb
  - Sylvia Attending Windows 7 Training in March
  - Ron Attending Consero CIO Session in March
  - Gardimyr Going to EDEN Conference in April.

**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 the last report staff has applied fresh mulch. This task started on 27<sup>th</sup> Avenue and continues to all detailed areas. The look is very pleasing and it adds foundation to the beautification.
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 maintain these areas before they become a situation.
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. We are also cleaning and maintaining our waterways of debris and cutting our canal banks.
6. Construction of the third LAP Roadway Improvement (ARRA) project started on February 7, 2011. The project includes replacing damaged sidewalk, installing ADA ramps, milling, resurfacing and stripping on NW 47th Ave from NW 167th St to NW 156th St; on NW 156th St from NW 47th Ave to NW 42nd Ave; and on NW 42nd Ave from NW 156th St to NW 183rd St. The project was awarded to Horizon Contractors, with a total approved budget of \$462,196.20. Project is scheduled to be completed by May 7, 2011.
7. Construction of the second LAP Roadway Improvement (ARRA) project which started on October 4, 2010, has been completed as of February 8, 2011. The project included replacing damaged sidewalk, installing ADA ramps, milling, resurfacing and stripping. The total budget approved for the project is \$575,684. The Contractor, General Asphalt completed the installation of the new sidewalk extension along NW 175th Street between NW 22nd Avenue and NW 20th Ave, and replacement of all damaged and/or non-compliance ADA access ramps along NW 13th Ave between NW 159th St and NW 167th St.
8. 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. On January 28, 2011 staff participated in the evaluation committee that reviewed the submitted Letter of Intentions (LOI #10-11-002) - Design Build Bridge Project at NW 179 Street and NW 42 Avenue funded through ARRA. Oral presentations are scheduled for Friday, February 8.
9. On December 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 between NW 19th Avenue and NW 21st Avenue from NW 191st Terrace to NW 195th 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 bids have been analyzed, and is scheduled for Council approval February 23.
  10. On December 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 between NW 38th Avenue and NW 38th Place from NW 208th Street to NW 209th Street. For this project the amount of \$30,977 was received from South Florida Water Management District (SFWMD), and the City will match with \$120,000 from Stormwater Funds. Project bids have been analyzed, and is scheduled for Council approval February 23.
  11. Construction of the Miami Gardens Drive Landscaping Project - 2nd phase, which started on September 20, 2010, has been completed. The project included the installation of a complete irrigation system, brick pavers, and landscaping along NW 183rd Street between NW 27th Avenue and NW 47th Avenue. Final walk-thru and inspection of irrigation and landscaping is scheduled for the week of February 14, 2011.
  12. Staff continues to re-evaluate properties to determine correct stormwater utility fee rate. To date, a total of 33 properties have been analyzed and determined that a total of 2,132 ERU's were not being billed. That's equivalent to \$8,529 monthly, or \$102,343 yearly revenue that has been recaptured.
  13. Construction of the three entrance signs for Kings Garden I and II is scheduled to begin February 22, 2011. The signs will be installed by Advanced Multi-Sign Corporation. Final sign locations have been coordinated with contractor.
  14. Public Works issued a total of 15 permits, of which 10 were for driveways and sidewalks 1 for paving and drainage, and 4 for utilities.
  15. The landscaping plans for phase two of the Turnpike wall south of Miami Gardens Drive have been completed by the City's consultant engineer. Bid documents are being compiled to go out for bid by the end of this month.

16. On January 18, 2011, staff installed several canal signs for litter control from our Keep the Canals Clean Poster Contest.
17. On January 19, 2011, staff held the NW 7 Avenue Road Improvement Project Pre-Construction meeting with all agencies and contractors involved with the project. The City of North Miami Beach Water Utility is completing their upgrading of selected water main pipes and adding fire hydrants. Florida City Gas Company started construction of their new gas line February 7, 2011.
18. On January 20, 2011, staff met with FDOT to discuss the landscaping projects along the Palmetto by the ramps.
19. On January 24, 2011, our consultant and staff met with Miami Dade Traffic Division on the NW 42 Avenue Bridge Replacement to discuss the size of the bridge, the traffic and marking in the area for the new bridge.
20. On January 26, 2011, the Director attended the 2<sup>nd</sup> Quarterly Meeting for Solid Waste.
21. On January 28, 2011 the Director a PowerPoint Presentation at the City of Doral on Traffic Calming Devices through the South Florida Public Works Association Roundtable Discussions.
22. On February 2, 2011, the Director attended a Recreational Trails Program for a grant cycle by the Office of Greenways and Trails.

**KEEP MIAMI GARDENS BEAUTIFUL**

**UCF Grant**

- Applying

**Community Beautification projects**

- Ongoing
- School gardens

**Trashion Show 2011**

- In the works

**City's Community Beautification Grant**

- Application is now available

**Spring Beautification Awards**

- Accepting nominations

**Landscape Maintenance**

- City crews are currently maintaining all landscape areas throughout the city.
- Crews are doing major pruning throughout the city.

**Tree Bid for Neighborhood Tree Planting (grant funded)**

- In progress

**Kicking off new SWAT A LITTER BUG campaign**

- On the radio
- New billboards will be displayed in high visibility areas within city and bus benches.

**Environmental Field trip**

- Currently working with Crestview Elementary

**Arbor Day- Student tree plantings**

- In progress

**In Class Environmental Education Program**

- 2011 curriculum is now being taught (Feb-May)
- All 18 elementary schools in the city are expected to participate

**ASSISTANT CITY MANAGER (Daniel Rosemond)**

- **Residential Parking Permit-** With the adoption of the LDR's, certain commercial vehicles will now be allowed to park in residential zones with a proper permit. During this reporting period, Planning & Zoning staff, along with Code Compliance staff worked on developing the mailers that will go to all registered properties in the City. A procedure for providing the parking permits was also developed.
- **Concessions in parks-** As a result of a withdrawal from the previous concessionaire, staff has had to pursue the re-issuance of a request for proposals for concession services. We had been hopeful that there would be an increased level of services provided by the previous vendor with the opening of the community center. I have reached out to vendors at Sun Life Stadium, as well as obtained a list of concession vendors used by Tropical Park.
- **State legislation on background checks-** There was a state statute that was passed last summer requiring a level 2 background screening for all individuals that work with minor children. The City will seek to amend its current code regarding background screening, but it will also impact the various volunteers that are part of the City's Youth Sports program. The Statute limits certain felony offense such as (1) any illegal activity of a sexual nature, (2) acts of violence, (3) acts of lewd or lascivious behavior, (4) drug possession and/or drug distribution, (5) public intoxication, repeated, and (6) theft.
- **Betty T. Ferguson Community Center use policy-** Since the opening of the Center, the City has enjoyed quite a bit of activity in terms of memberships and rentals. During this time, Center staff has also been challenged by the increasing requests by City staff for the use of the facility. Of course, these uses by staff do not generate rental income. As such, it has become necessary to develop a policy

that will govern this type of activity. The Manager will be providing this information to Council over the next several days.

- **NSP 3** – As previously reported, the City of Miami Gardens is slated to receive approximately \$1.9M in this 3<sup>rd</sup> round of federal funding. What is required is an amendment to the City's Annual Action Plan to reflect the intended activities with these funds. NSP 3 requires a targeted approach, which is different than what was previously required. A draft plan was posted for public comment and staff hosted a workshop on February 10<sup>th</sup> to provide information to the public on how the City intends to use these funds.
- **Economic Development Strategy Document-** For quite some time, staff has been trying to develop a document that would pull together all of the incentives, processes, and resources that the City has in order to stimulate economic development. We have identified the FIU Metropolitan Center as a resource to develop such a strategy document. The MET Center has extensive experience doing this type of work and has vast access to economic, traffic, and demographic data that will be essential to completing this document.

Participated in the following meetings:

- (1-17-11) Carol City Park ribbon cutting
- (1-27-11) Miami Gardens Chamber Focus Group
- (1-31-11) North Dade Stimulus Grant check presentations
- (1-31-11) FMU business student roundtable (Miami Gardens Honors Program)
- (2-1-11) Evaluation Committee-League play; Football/Cheerleading
- (2-4-11) Opa Locka CDC
- (2-10-11) NSP 3 Public Workshop

## **REREATION DEPARTMENT (Kara Petty, Director)**

**Shining Stars After-School:** 278 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: Forty-one (41) participants
- A.J. King Park: twenty-nine (29) participants
- Buccaneer Park: seventeen (17) participants
- Bunche Park: fourteen (14) participants
- Miami Carol City Park: forty-one (41) participants
- Norwood Park: thirty-eight (38) participants
- Scott Park: thirty-eight (38) participants

### **Senior Program**

The senior program occurs 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 for December.

- January 11, 2011 Chen Med Medical Centers gave presentation about blood pressure
- January 25, 2011 Disaster Recovery Presentation

### **Teens' Expanding Horizons After-School Program**

- Teen After-School Program: thirty-six (36) participants
- The teen after school program has added another school to our transportation pick-up schedule.
- **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. A beach cleanup is being organized for our next TDO day.

### **Future Men/Women of Miami Gardens (Mentor Program)**

- **FMWGMG** program has 15 kids registered and 8-11 kids in attendance. The mentees has been meeting on Saturdays for workshops and they also enjoy a lunch before leaving. Next month we will start pairing the mentees with their mentors.

### **A.J. King Park**

- Line dance continues from 6pm – 7:30pm Wednesday – Friday

### **Brentwood Park**

- The Brentwood Goldie's rent out the facility every Monday if Betty T. Ferguson is unavailable.
- Cricket takes place every Sunday

### **Buccaneer Park**

- Youth tennis lessons take place on Saturdays from 9:00-10:30am.
- Adult tennis meets on Saturday mornings.
- There is line dancing offered on Tuesdays, Wednesdays and Saturdays from 8:30a.m.-12:00noon for adults of various ages.
- The seniors group has a meeting every third Thursday of the month at Buccaneer.

### **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 9:30-11:30am.
- There are over forty seniors that meet as a club every Wednesday from 10:00am-12:00pm.

### **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
- Line Dancing will now take place at Miami Carol City Park Recreational Center 6pm – 7:30pm

## **Rolling Oaks Park**

- Line dancing is held every Thursday night from 6-7:30 pm.
- Adult Tennis has 20 participates in the program meeting on Monday and Thursday nights.
- Neighborhood crime watch meets every third Tuesday of the month.

## **Scott Park**

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.

## **Recreation Highlights**

- **Kids' Day Off:** On January 21<sup>st</sup>, there were eighty (80) children participating in the KDO program that was held at the Betty T. Ferguson Recreational Complex. They engaged in recreational activities such as field games, indoor activities, and crafts. They were also provided lunch and snack.
- **Miami Carol City Recreation Complex:** The Grand Opening of the center occurred on January 17. The facility has multipurpose rooms, kitchenette, restrooms, office area, and a concession stand

## **Athletics**

- **Baseball Preparations** – Feb. 15. Free baseball clinic was held at Bunche Park from 6–8 p.m.
- **CMGYS Baseball/Tee Ball** - is currently accepting registration for youth ages 12 and under
- **CMGYS Track & Field** – is currently accepting registration “CMGYS Express” Youth track team, registration began January 24. As of Feb.10, seventy-six youth participants are registered
- **CMGYS Basketball** – Registration closed. 5 teams were formed and 60 children were registered.
- **End of Season Award Ceremonies was held at Carol City High-School for all 5 parks:**

Jan 29<sup>th</sup> - Miami Gardens Cowboys (4pm-8pm)

Feb 5<sup>th</sup> – Miami Gardens Vikings (4pm-8pm)

Feb 12<sup>th</sup> – Miami Gardens Bulldogs (1pm-5pm)

Feb 18<sup>th</sup> – Miami Gardens Rams (6:30pm-9:30pm)

Feb 19<sup>th</sup> – Miami Gardens Ravens (4pm-8pm)

## **Betty T. Ferguson Recreational Complex**

<b>Facility Name</b>	<b>Gross Revenue</b>
Auditorium	\$7,555.00
Birds of Paradise A	\$150.00
Birds of ABC	\$6,015.00
Gardenia	\$240.00
Group Fitness A	\$80.00
Hibiscus	\$555.00
Kitchen	\$465.00
Multipurpose Field	\$80.00
Orchid	\$190.00
Palm	\$170.00
Total	\$15,500.00
<b>Daily Entry</b>	<b>Gross Revenue</b>
Computer Room- Adult	\$15.00
Computer Room- Senior	\$2.00
Water Aerobics	\$270.00
Fitness-Senior	\$303.00
Fitness-Teen	\$276.00
Fitness-Adult	\$3,695.00
Gymnasium-Senior	\$9.00
Gymnasium-Adult	\$794.00
Gymnasium-Teen	\$476.00
Pool-Adult	\$216.00
Pool-Child	\$313.00
Pool-Senior	\$23.00
Total	\$6,392.00
<b>Package Name</b>	<b>Gross Revenue</b>
All Access: Senior 12 Month	\$240.00
Aquatics/Fitness - Adult 12 Month	\$325.00
Aquatics/Fitness - Senior 12 Month	\$170.00
Fitness - Family 1 Month	\$1,995.00
Fitness: Adult 1 Month	\$3,765.00
Fitness: Adult 12 Month	\$1,250.00
Fitness: Adult 6 Month	\$825.00
Fitness: Family 12 Month	\$2,025.00
Fitness: Family 6 Month	\$150.00
Fitness: Senior 1 Month	\$832.00
Fitness: Senior 12 Month	\$1,000.00
Fitness: Senior 6 Month	\$600.00
Fitness: Teen 1 Month	\$112.00
Fitness: Teen 12 Month	\$250.00
Gymnasium - Adult 1 Month	\$63.00
Gymnasium - Adult 6 Month	\$25.00



- **All park irrigation systems checked and repaired**
- **Removed debris from all parks**

**TRADES**

**Betty T. Ferguson Recreational Complex**

- 1/18 Installed metal and blank cover outlets
- 1/18 Installed pads
- 1/20 Repaired the shower handle in the boys locker room
- 1/20 Repaired the basketball net
- 1/20 Installed the time clock and time card rack in the lounge area

**Brentwood Park**

- 2/1 Repaired stucco
- 2/1 Painted over the graffiti

**Buccaneer**

- 2/1 Replaced the toilet seats

**Bunche Park**

- 1/20 Repaired the lights in the breezeway
- 2/2 Repaired both dugout roofs

**Cloverleaf Park**

- 1/31 Installed 3 additional park rule sign
- 1/31 Repaired the fence

**Complex**

- 1/24 Cleaned the graffiti off the field and bleachers
- 2/7 Installed the smart board
- 2/7 Installed the address number on the back of the building

**Miami Carol City Park**

- 1/11 Installed refrigerator plug
- 1/11 Repaired bleachers
- 1/13 Remove stair way
- 1/13 Prep trailer for concrete and side removal
- 1/28 Remove white board from Scott park and remount at MCC

**Myrtle Grove Park**

- 1/24 Repaired the mesh, net and gate on the tennis court

**Norwood Park & Pool**

- 1/31 Replace a pole (park)
- 1/31 Replace the park rule sign (park)

**Police Department**

- 1/27 Installed a gate

- 1/27 Delivered an oven to a resident

**Rolling Oaks Park**

- 1/11 Repaired the parking lot fence
- 1/11 Replaced the snack room light bulbs

**Scott Park**

- 1/20 Remove the extra switch from the restroom
- 1/28 Repaired the fence
- 1/28 Installed the fence pole

**Current Projects**

- Brentwood Park Sports Lighting: The sports lighting project is underway with completion anticipated by April.
- Brentwood Park playground shade structure: The shade structure project is underway with completion anticipated by April.
- Brentwood Park irrigation and football field improvements: The irrigation and field improvements are anticipated to be complete by May.
- Betty T. Ferguson Recreational Complex Amphitheatre: The department is working closely with Capital Improvements to complete the amphitheatre project by April.

**PLANNING & ZONING (Jay Marder, Director)**

**LDR/ZONING CODE – Jay Marder, Cyril Saiphoo**

- **February 16 Zoning Workshop With Stakeholders** – Continuing workshops with stakeholders includes commercial and industrial property owners and their legal representatives. Provided Second Reading proposed LDR amendments to the stakeholders on February 14 in anticipation of the workshop as well as anticipated second reading at the February 2 Zoning Meeting.
  - Heat Island Effect Ordinance: Councilman Andre' Williams spoke about the proposed ordinance as well as a representative of the concrete industry.
  - Stakeholders suggested a two year permit for Industrial Area Parking Permits
  - Discussion included hardship clause in the LDRs and concerns by attorneys that the provisions would limit Council's ability to grant variances.
  - Public Works offered Sunshine State International Park owners the opportunity to participate in a pilot project to construct parking spaces in the roadway swales.
- **Zoning Code Amendments – March 2, 2011** – Prepared agenda memorandum, LDR amendments which cover recommendations from July 2010 through the no-six stakeholder workshop meetings since October 2010. Three items include:
  - The LDR Amendments themselves;
  - A Resolution to adopt the Standard Operating Procedures that provide Administrative Guidelines for Landscape Conformity
  - A Resolution to adopt an extension of fee discounts for Landscape Plan submittal for one year due to the landscape requirement revisions that are being adopted almost a year after the initial LDR adoption in April 2010.

- **Heat Island Effect Requirements – March 2, 2011** – Working with City Attorney, Public Works, and Building to analyze the costs associated with the proposed provisions upon development and provide to the City Council for the first reading on March 2.
- **Residential Parking Permits**
  - **Memorandum to City Council:** Prepared a memorandum with attachments for the City Council to be informed of the program and especially the city-wide post card mailing on this subject.
  - **Post Card to Property Owners:** Coordinated with Procurement to obtain a bid from a local printer. Administrative tasks included budget transfers and considerable adjustments to the requisition/purchasing process in Eden.
  - **The Permit for Property Owners:** Revised the permit by removing the name for privacy purposes. Also added the expiration date.
- **Meeting with Code Compliance:** Met with Code Compliance Officers for a second time on February 16 to go over Standard Operating Procedures for Sign and Residential Parking regulations. Revised the Sign implementation as follows:
  - **Window Sign Warnings** – Give 30 instead of 7 for compliance. 7 days is too short and just created the need for extensions.
  - **Sign Plans** – Similarly, extended the warning period from 30 to 60 days in order to provide a more realistic compliance timeframe.

**ZONING** – Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness,

- **Public Hearings**
  - April Zoning Meeting was cancelled.
  - March 2 Zoning Meeting: Up to 8 items under preparation
  - Review additional changes to alcoholic beverage ordinance to City Attorney.
- **Permits Processed:**

CRH	(5)
Plat	(1)
Landscape Plan Application	(2)
Public Hearing	(2)
Right-of-Way Dedication	(1)
Sign Plan:	(16)
Temporary Sign:	(2)
Verification Letters:	(3)
Vested Right Determination	(1)
Window Sign	(37)
ZIP	(8)
Building Permits	(63)
Building Inspections	(7)
Certificates of Use	(42)
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 (FMU) Dormitories Recreation and Open Space Impact Fee Appeal** –Assisted FMU with the application to reduce the impact fees by ½ for recreation and open space. Accepted application for public hearing. Upon review, discovered that the application was to appeal the decision of the administrative official to impose recreation and open space impact fees. Drafted a letter to inform FMU that the appeal of the administrative official was too late, i.e., past the 30 day appeal period and advised FMU that the city would accept the reduction of impact fee public hearing application or refund same, subject to their intent.
- **FMU Plat** – Coordinated Final plat submittal with applicant and surveyor. Prepared memo for March 2 Zoning Meeting.
- **Mercedes Benz Dealership Drainage Easement** – Processed City acceptance of a drainage easement for Council approval on March 2, 2011.
- **St. Thomas Sign Variance** – Processed application for March 2, 2011 Zoning Meeting. The proposal calls for a large sign visible from the Palmetto Expressway.
- **Dolphin Center South DRI:** Met with Cornerstone and Home Depot legal representative to determine the process(es) to abandon this southerly portion of the Dolphin Development of Regional Impact. This land includes the City-owned property south of the Home Depot site.
- **Dolphin Center North DRI:** Attended the Miami-Dade County Development Impact Committee Lower Council meeting to review plans for the Water Park. Coordinated presentation at City Council meeting.
- **Zoning Applications** – Transmitted all new zoning applications consistent with MuniCode section citations to City website.
- **P&Z Storage** - Coordinated move for Storage Unit at Self-storage to a city facility which will save approximately \$1,500 per year.
- **Industrial new construction at 15800 NW 15 Ave** - Coordinating with developer for a new 43000 sq.ft. (3000 sq.ft. office, 40000 sq.ft. warehouse) site plan preparation stage with staff conceptual and preliminary plan review in preparation for DRC March 3.
- **Checkers Drive-Thru** - Working with Checkers corporate on signage for 2 checkers in City.
- **Sonic Restaurant** - preparing sign variance application and preparing site plan submittal for April/May review.
- **Aldi Foods on 27<sup>th</sup> Avenue** - preparing site plan submittal for March/April review.
- **Lehman Auto Dealerships** - Conceptual review and coordination on signage for all the dealerships along 441, on site visits.

- **Mariner Park Center (office park/shopping center)** – Coordinating conceptual review and coordination with sign company
- **Old Dodge Dealership** - Conceptual review and coordination with sign company for new signage for vacant dealership on 441 near County Line possible new, new car dealership in works.
- **Coconut Cay Trees** – Reviewed landscape plan with DR Horton representatives and Public Works; plans to be modified due to conflict with drainage facilities in swales; provided followup applications to DR Horton.
- **Mason’s Barber Shop** – Met with Mr. Mason at his barber shop regarding window signs.
- **Window Signs at Jewelry Store** – Met with jewelry store regarding window signs at Ives Dairy Plaza.
- **Expansion Plans for Mosque on NW 183 Street** – Met with representatives regarding plans to expand and explained the necessity of rezoning the site.

**PLANNING** – Jay Marder, Bhairvi Pandya

- **Miami-Dade County Transit Site at NW 215 Street and NW 27 Avenue** –. Attend meeting of stakeholders at Calder Racino, February 17, 2011.
- **School Interlocal Agreement (ILA) Amendment** – School ILA amendments adopted by City Council on February 3, 2011. City Council adopted by Resolution all seven optional amendments and rejected Amendment 1 (non-optional amendment). Staff will provide copy of all documents to School Board staff as requested.
- **Bicycle/Pedestrian Funding Ideas - Transportation Enhancement Program (TEP) Funding Solicitation**- Ongoing - Awaiting response from MPO coordinator. Anticipating formal solicitation to be announced in the near future.
- **Municipal Grants 2011** – Ongoing – Awaiting response/result on proposal for a “City-wide Bicycle/Pedestrian mobility Plan” to Miami-Dade MPO. The grant requires an 20% match.
- **Golden Glades Marketing Package**- Created a marketing package with graphics, maps, layout, cover page, data and back-up history with over 20 exhibits. Researched, assembled, organized and completed write-up on all data relevant to the marketing package. Included research of official records books. Created a two page summary plus a pdf of the entire document to allow for sharing. Provided information on following subjects:
  - (1) Cover Page with map
  - (2) Summary sheet
  - (3) Background, location and enterprise zone identification
  - (4) Access, transportation and traffic data
  - (5) Acreage, folios, and frontage information
  - (6) Zoning and Land use
  - (7) Plat and survey information
  - (8) Zoning history

**EDEN** – Marilu Gunness, Bhairvi Pandya

- **Parcel Refresh** – Bhairvi – Starting August 2010, Planning and Zoning, staff began sole editing of the folio addresses in EDEN. Per February 2011 report a

monthly total of 2,128 folios were edited for the period. This brings the total number of folio edits to date equal to 21,360 out of a grand total of 28,341 addresses in EDEN database. 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.

- **Sign Fees** - Modified in applications and EDEN

## **GIS Maps– Bhairvi Pandya**

- **Parcel Refresh GIS (Geographic Information System/Computerized Mapping) Database for Parcel Import –**

- (1) Compiling required databases such as city council districts and enterprise zone from GIS program, FY 2009 ptxa (Property Appraiser) 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 4 group home maps with a 1,000 ft. radius

- **Public Hearing Maps-**

- (1) St. Thomas University Sign Variance:
  - ✓ Created a mailed notice radius map for 500 ft;
  - ✓ Created corresponding address listing;
  - ✓ Created an aerial map.
  - ✓ Created a Zoning map

- **Golden Glades Marketing Package Maps-**

- (1) Cover page aerial identifying City-owned Golden Glades property and vicinity
- (2) City Aerial Map identifying Golden Glades property
- (3) Future Land Use Map identifying Golden Glades property
- (4) City Official Zoning Map identifying Golden Glades property
- (5) Enterprise Zone Map identifying Golden Glades property
- (6) FEMA Map identifying Golden Glades property
- (7) Economic Development Corridors Map identifying Golden Glades property
- (8) Transportation Map identifying Golden Glades property
- (9) Transportation Map identifying Golden Glades property
- (10) Transportation Map identifying Golden Glades property

- **Community Development Department Maps-**

- (1) NSP Map with 66 properties identified; 57 NSP properties identified in red and 9 demolition properties identified in green.
- (2) NSP map with 66 NSP properties and Census 2000 Block Groups.
- (3) Only Census 2000 Block Groups map
- (4) Census 2000 Block Groups with Rehabilitation areas.
- (5) Census 2000 Block Groups with 010001-1, 00403-1, 00403-5, 004030-6 highlighted for Rehabilitation Areas.
- (6) Census 2000 Block Groups with 010001-1 and 00403-1 highlighted for Rehabilitation Areas.
- (7) Census 2000 Block Groups with 010001-1, 00403-1 and 010002-1 highlighted for Rehabilitation Areas.
- (8) Census 2000 Block Groups with 010001-1, 009902-5, 00403-1 highlighted for Rehabilitation Areas.

(9) Census 2000 Block Groups with Greatest Need Areas.

- **Map for City Clerk-** Created a parcel map for property located at 51 NE 187 Street to identify property location outside corporate boundaries.
- **Future Land Use Map** – Reconstituted the once lost Future Land Use Map data and shapefiles. Provided to DCA per request.
- **Zoning Actions Summary dynamic map and database-** Ongoing- Worked with interns to complete the Zoning Actions Database. Will continue to work on it after interns leave.
- **Zoning Flyers-**
  - (1) Created a “Did You Receive a Warning Ticket for a Sign Plan?” Citizen friendly flyer for Code Compliance Division.
  - (2) Created a second “Did You Receive a Warning Ticket for a Window Sign?” Citizen friendly flyer for Code Compliance Division.

**OTHER PLANNING AND ZONING DEPARTMENTAL ACTIVITIES**

**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**

**OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION – Met with representatives and provided background data on the Bunche Park area. Jay**

**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**

**SUNSHINE STATE INTERNATIONAL PARK FIELD TOUR – Toured the park with main property owners and Public Works Department representative to view potential swale parking projects, signage issues, crime and other concerns by the businesses and owners. Jay**

**VEHICLE ACCIDENT REVIEW COMMITTEE – Participated in the committee with Human Resources and Police representatives.**