



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: April 13, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: April 27, 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
Councilman David Williams Jr.
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 – March 23, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**

F-1) Dr. Danny O. Crew, City Manager – Employee Recognition

F-2) Status of City Hall Development - Kevin Lawler, N-K Ventures, LC and Kent Gregory, Miami Gardens Town Center, LLC

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-312 OF THE MIAMI GARDENS CODE OF ORDINANCES RELATING TO THE COMPOSITION OF THE PROGRESSIVE YOUNG ADULTS COMMITTEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16-57 OF THE CITY OF MIAMI GARDENS CODE OF ORDINANCES TO INCLUDE A PROVISION THAT WILL PROHIBIT RESIDENTIAL PROPERTY OWNERS FROM PLANTING CERTAIN NUISANCE TREES AND PLANTS IN PUBLIC RIGHTS OF WAY (SWALE AREAS); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)

H-3) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING ORDINANCE NO 2010-23-231 REQUIRING THE REGISTRATION OF ABANDONED PROPERTIES; REPEALING SECTIONS 28-297 THROUGH 28-300 OF THE MIAMI GARDENS' CODE OF ORDINANCE RELATING TO REGISTRY OF SINGLE-FAMILY DWELLING UNITS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

H-4) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING ARTICLE II OF CHAPTER 10 RELATING TO ALARM SYSTEMS; ENACTING NEW PROVISIONS RELATING TO ALARM SYSTEMS; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FEES AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

H-5) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING SECTION 33-79 OF THE MIAMI-DADE COUNTY CODE, ENTITLED “TENTS, AS MADE APPLICABLE TO THE CITY OF MIAMI-GARDENS”; AMENDING ARTICLE II, CHAPTER 20, DIVISION 4 OF THE CODE OF ORDINANCES TO REMOVE PROVISIONS RELATING TO STREET CLOSURES FOR SPECIAL EVENTS; REPEALING ARTICLE II OF CHAPTER 4 (EVENTS AND ENTERTAINMENT); CREATING A NEW ARTICLE II TO BE ENTITLED “SPECIAL EVENT REGULATIONS); PROVIDING FOR DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMITS; PROVIDING FOR FEES; PROVIDING FOR DURATION AND REMOVAL; PROVIDING FOR PENALTIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITYMANAGER)

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY’S CODE OF ORDINANCES REGARDING TOWING PERMIT; AMENDING SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING SECTION 24-159 REGARDING NONCONSENT TOWING FROM PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24, ARTICLE IV OF THE CODE OF

ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1st Reading – March 23, 2011)

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

(K) CONSENT AGENDA

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH UNIFI COMPANIES FOR 457 DEFERRED COMPENSATION RETIREMENT SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; 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 AMENDING THE CITY’S REVENUE MANUAL REGARDING TOWING FEES IN ACCORDANCE WITH EXHIBIT “A” ATTACHED HERETO; 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 APPOINTING DAHLIA W. LOCKHART TO THE BOARD OF DIRECTORS OF THE FRIENDS OF MIAMI GARDENS, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A 2012 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AS MAY BE NECESSARY AND APPROPRIATE FOR THE PRODUCTION OF THE SEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2012; PROVIDING FOR A WAIVER OF

BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.(SPONSORED BY MAYOR SHIRLEY GIBSON)

- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A CONTRACT WITH AEG LIVE SE, LLC, TO PROVIDE SERVICES RELATED TO THE CITY'S ANNUAL JAZZ IN THE GARDENS EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00); AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION IMPROVEMENTS ON N.W. 207TH STREET, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-8 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL REGARDING PLANNING AND ZONING FEES IN ACCORDANCE WITH EXHIBIT "A", ATTACHED**

HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

- K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CREATING A CITY OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR ELEMENTARY-AGED STUDENTS RESIDING IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**
- K-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT WITH THE YMCA TO OPERATE THE SUMMER CAMP AND AFTER SCHOOL PROGRAMS AT DESIGNATED CITY PARKS FOR THE 2011 FISCAL YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITYMANAGER)**
- K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, ON AN AS NEEDED BASIS, TO THE STATE OF FLORIDA'S AUTHORIZED DISTRIBUTORS FOR THE GOODYEAR TIRE AND RUBBER COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO FLEET TIRE TRUCK AND AUTO CENTER, INC., ON AN AS-NEEDED BASIS, NOT TO EXCEED THE AMOUNT OF ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) FOR FLEET MAINTENANCE AND REMEDIAL REPAIRS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-13) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CREATING "NO PARKING/TOW ZONES" IN THE SWALE AREAS OF RESIDENTIAL PROPERTIES LOCATED DIRECTLY ADJACENT TO CITY**

PARK AND RECREATIONAL FACILITIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

K-14) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUMS OF UNDERSTANDING FOR OPERATIONS AT THE CITY OF MIAMI GARDENS POLICE DEPARTMENT, THAT HAVE NO FINANCIAL IMPACT TO THE CITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

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

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(P) ADJOURNMENT

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

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

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

TO: City of Miami Gardens, FL
Attn, Dr. Danny Crew, City Manager

FROM: J. Kevin Lawler
N-K Ventures LC

DATE: April 8, 2011

RE: Development Services Agreement with MGTC-LTE Joint Venture LLC

Executive Summary

This memorandum sets forth considerations, consequences and a recommendation regarding a modification or termination of the Development Services Agreement (“DSA”) with Miami Gardens Town Center LLC and LT Enterprises LLC Joint Venture (“MGTC-LTE JV”).

The DSA was approved by City Council on December 1, 2010 and has an effective date of December 14, 2010. The DSA is the culmination of a extensive, one and half year process to leverage new private development concurrent with the construction of a new City Hall Complex on the former Wachovia Bank property owned by the City.

A central feature and purpose of the DSA is a Phase 1 of redevelopment of the adjacent shopping center, Miami Gardens Plaza. On April 1, 2011, MGTE-LTE JV advised it was no longer pursuing the purchase or joint venture of this property for redevelopment pursuant to the terms of the DSA.

Without the agreed upon Phase 1 redevelopment of the shopping center concurrent with the construction of the City Hall Complex, the issue before the City is whether to terminate or negotiate a modification to the DSA. The recommendation presented in this memorandum is to terminate the DSA.

Current Status of DSA Performance

The DSA encompasses three precincts of development/construction activity. The first is the purchase of the adjacent Miami Gardens Plaza shopping center, with an initial phase of redevelopment of 40,000 sf to include a proposed Performing Arts facility. The second is the provision of fee based ‘developer management services’ for the City Hall Complex covering pre-construction through building commissioning. The third is a construction contract, suitable to the City, with a joint venture of the construction firms of Coastal Construction Company and HA Contracting, Inc.

The current status of MGTC-LTE JV’s performance of the terms of the DSA is summarized below:

1. Purchase and Phase 1 Redevelopment of The Miami Gardens Plaza Shopping Center.

MGTC-LTE JV advised late on April 1, 2011 that they had ceased efforts to purchase or joint venture with the owners of the Miami Gardens Plaza for the redevelopment of the center. Previously, MGTC-LTE JV had informed the City on January 14, 2011 that they would not be closing on the purchase of the shopping center, and alternatively were engaged in negotiations with the owners for a joint venture approach for the redevelopment of the center.

MGTC-LTE JV agreed to terms in the DSA where they were to ‘acquire title’ to the shopping center property by January 15, 2011. They have been in breach of their DSA obligation since that date. Because of the paramount importance of redeveloping the shopping center to the

public policy underpinning of the DSA, the City without waiving its rights to terminate the DSA, has permitted MGTC-LTE JV to pursue negotiations with the owners to secure a joint venture for the redevelopment of the center.

MGTC-LTE JV characterizes the purchase of the shopping center as financially infeasible; they have stated they have reached an irresolvable impasse with the owners of the Miami Gardens Plaza on terms for a joint venture for the center's redevelopment.

2. Development Management Services.

Since the commencement of the DSA, MGTC (Kent Gregory) has been actively engaged in assisting the City advance the pre-construction process and specifications for the City Hall Complex. These efforts have included participation in bi-weekly design/construction review meetings; preparing a master development schedule in coordination with the project architect, the contractors and the City; securing a Pre-Construction Services contract with the Coastal/HA construction joint venture; and commencing the permitting approval process in coordination with the City and the contractors as well as securing the services of a qualified permit 'expediter' to facilitate on time permit approval.

MGTC has been performing services without compensation to date. Under the terms of the DSA, the payment of monthly fees for services rendered is subject to MGTC-LTE JV 'acquiring title' to Miami Gardens Plaza.

3. Construction Contract with Coastal/HA.

The construction contract with Coastal/HA is substantially, but not entirely, negotiated. It is in a near final, draft form. The core business terms of a Guaranteed Maximum Price ("GMP") construction contract were established within the DSA. Under the terms of the DSA, MGTC-LTE JV was to have delivered to the City a completed contract for the City's approval within 65 days of the effective date of the DSA. The construction contract was to be in a form that substantially incorporated the City's standard terms and conditions for construction contracts.

MGTC-LTE JV did not deliver a substantially completed construction contract in the agreed upon form to the City for approval within the time period provided for in the DSA. MGTC-LTE JV principals have, for undisclosed reasons, elected to have limited, tangential participation in the final negotiations of the construction contract. The City, through the services of N-K Ventures, assumed the lead role in contract negotiations with the Coastal/HA contractor joint venture.

Since the commencement of the DSA, there have been two material issues which have changed the agreed upon parameters of the construction contract. The first is the schedule of March 1, 2013 for occupancy of the City Hall Complex, requiring substantial completion of construction in December of 2012. The second is conformance/compliance of the construction surety bond to FL Statute 255.05.

Schedule compression has necessitated moving the pricing of the GMP from permit set Construction Documents (CD's) to 50 percent CD's with a revisit at permit set. In addition, pricing of the GMP has been divided into two parts, one for site work and one for vertical construction. This has resulted in the contractors requesting the Contractor Contingency be increased to 5% from the 3.25% agreed to in the DSA. The change in the Contractor Contingency has not been formally agreed upon.

The DSA provides that the MGTC-LTE JV will directly enter the construction contract on behalf of the City. The contractor's surety companies have advised that a construction contract bond cannot be written with the City designated as the beneficiary in this contractual framework. Further, both the contractor's and the City's outside legal counsel have advised the construction bond would not be compliance with requirements of FL Statute 255.05 (Bond of contractor constructing public buildings). The contractors have proposed a possible solution, though the present working conclusion is the construction contract would preferably run directly between the City and the contractor joint venture to comply with FL Statute 255.05, thereby requiring a modification of the DSA.

Negotiations and drafting to finalize the construction contract were suspended on April 1st, pending the City's decision on the ongoing viability of the DSA.

Considerations and Recommendations

Without a Phase 1 redevelopment of the Miami Gardens Plaza, is the DSA of continuing value and public purpose to the City? Conversely, is there value and a public-business purpose to a modified DSA which would essentially included only fee 'development management' services for the completion of the City Hall Complex? And lastly, a corollary question: What are the implications for the City Hall Complex if the City elects to terminate the DSA?

The answers to the first two questions set forth above are fundamentally in the realm of public policy and business practices preferences. The DSA was structured to provide protection to the City in the event MGTC-LTE JV did not perform, first in acquiring title to the shopping center, and second in the delivery of a Phase 1 of redevelopment. That title to the shopping center was not acquired by January 15, 2011 created a default on a material DSA contract obligation. The DSA provides that the City may terminate the DSA for this particular default. With MGTC-LTE JV's acknowledgement that they have ceased pursuing the purchase or joint venture of the Miami Gardens Plaza for redevelopment as of April 1, 2011, the prospect that private redevelopment will occur concurrent with the construction of the City Hall Complex as an integral part of the DSA is no longer realizable.

If the City elects to terminate the DSA, there are several immediate and downstream consequences relative to the City Hall Complex. These consequences and potential mitigation measures to maintain continuity and the overall schedule are addressed below:

- ❖ *Permitting:* MGTC (Kent Gregory) has the lead responsibility for permitting; he is being supported by an outside permit expediter as well as City staff in the Capital Projects group. The cost of the permit expediter is being equally split by the MGTC-LTE JV and the City. The contract for services with the permit expediter is assignable to the City. At present, the demolition permit is on the immediate 'critical path' and requires uninterrupted attention.

To effect an orderly transition, the City can have the permit expediter's contract assigned and determine if the present scope and budget are adequate to meet schedule requirements. The City can also enter into a fee arrangement with MGTC for a transition period (say 30 days). Lastly the City's Capital Projects group has indicated they have requisite staff resources and expertise to take over the lead in permitting.

- ❖ *Pre-Construction Services:* As part of the DSA, Pre-Construction Services are being provided by Coastal/HA through a conduit contract. This contract is assignable to the City. The fees for Pre-Construction Services are being paid by the City.

Assignment of the Pre-Construction Service contract to the City would be the first step to maintain continuity. Upon assignment, the City would need to review the adequacy of the existing scope of services with Coastal/HA to insure both schedule and LEED compliance can be maintained. Specifically, the demolition of the existing Wachovia Bank structure, while being separately bid to qualified contractors, will need a Construction Manager to oversee the process and to insure proper documentation for LEED scoring. These services can be provided by Coastal/HA under the existing Pre-Construction Services contract.

- ❖ *Construction Management/GC Contract:* The DSA provides for MGTC to serve as a fee based Construction Manager and for a City approved GMP construction contract to run through and be serviced by the MGTC-LTE JV entity, with payment obligation passed through to the City. The form and terms of the construction contract have been substantially drafted. It was previously contemplated that a final construction contract would be presented to City Council for approval in late April. If approved, the contractors would begin to mobilize for bid packages and pricing of the GMP as URS (the project architect) completed 50% CDs in May (site work) and June (the buildings). The present master schedule provides for site work to commence the 1st week of August and vertical construction sequenced to commence with the garage the 1st week of October.

Termination of the DSA would necessitate a revised approach and sequencing to maintain the overall schedule for completion and occupancy of the City Hall Complex. Based on consultation with the City's Capital Projects group, the current overall schedule could be maintained if the City promptly initiates a well crafted RFP bid package to qualified construction firms for a Construction Manager at Risk, GMP contract. Overall this process is estimated to require 10-13 weeks to select, negotiate and approve a Construction Manager at Risk, GMP agreement that would enable the City to substantially stay on schedule. In addition the City would need to (i) engage the project architect to provide selected services that we contemplated to be provided by MGTC, and (ii) augment or supplement in-house City resources in the Capital Projects group to provide "owner" oversight and management. Both of these project functions are currently covered in the DSA as responsibilities of MGTC.

- ❖ *Southern Right of Way (ROW) and Buffering.* Access, circulation and transitional buffering between the City Hall Complex and the shopping center were to be addressed within a site plan to be prepared by MGTC-LTE JV as part of the DSA. It was contemplated that this site plan would serve as the framework for the City to secure required ROW (NW 185 Terrace) for access to the garage and the design of public space between the properties. City will now need to address securing the required ROW from the owners of Miami Gardens Plaza and provide for an enhanced landscaping design to visually buffer the properties.

From a cost-benefit perspective, termination of the DSA would be in the 'City's financial interest. Of the \$2.5 million in fees which could have been payable under the DSA, \$1.0 million is an 'incentive' payment for completion of a Phase 1 (40,000 sf) of private development with a Performing Arts component; this fee component is now rendered null. None of the remaining \$1.5 million in fees for 'development services' have been paid to date and are not payable. Through a combination of increased

outside services and enhanced in-house capabilities, the City can potentially self perform the 'development services' contemplated under the DSA for substantially less cost.

Unless there is a persuasive public purpose or business reason to the contrary, it is recommended that the best interest of the City is to terminate the DSA. If the DSA is terminated, then it is recommended that the City negotiate an orderly transition with MGTC, and promptly commence the necessary steps to replace development services which were expected to be provided under the DSA.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)		X		
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		X	(Enter X in box)	X			
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)	X			
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)				
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	(Enter #)			
(Enter X in box)							
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) N/A			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
Sponsor Name	Councilwoman Lisa Davis		Department:	Mayor and City Council Office			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-312 OF THE MIAMI GARDENS CODE OF ORDINANCES RELATING TO THE COMPOSITION OF THE PROGRESSIVE YOUNG ADULTS COMMITTEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

Staff Summary:

The Miami Gardens Progressive Young Adults Committee has been having consistent problems obtaining a quorum. The mission of the committee is to give advice to the City Manager and the City Council with respect to issues affecting young adults, which is very important. Councilwoman Lisa Davis proposes certain amendments to assist with making it easier for people to join the committee.

**ITEM H-1) ORDINANCE
FIRST READING
The Composition of the Progressive
Young Adults Committee**

The proposed amendments would broaden the qualifications for membership to students that are enrolled in a Florida college or university and who reside in the City or surrounding South Florida area.

Proposed Action:

That the City Council adopt the attached Ordinance.

Attachment:

None

ORDINANCE NO. 2011 ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-312 OF THE MIAMI GARDENS CODE OF ORDINANCES RELATING TO THE COMPOSITION OF THE PROGRESSIVE YOUNG ADULTS COMMITTEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Miami Gardens Progressive Young Adults Committee has been having consistent problems with obtaining a quorum in order to meet, and

WHEREAS, the mission of the committee which is to give advice to the City Manager and the City Council with respect to issues affecting young adults, is very important, and

WHEREAS, Councilwoman Lisa Davis proposes certain amendments in order to assist with making it easier for persons to join the committee, and

WHEREAS, the proposed amendments would not limit membership to students that are enrolled in a South Florida college, but it would provide for committee membership by a student who has graduated from a Florida college or university, and

WHEREAS, in addition persons on the committee will be able to either reside in the City, or in the surrounding South Florida area,

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

Added language is underlined. Deleted language is stricken through.

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

30 Section 2. AMENDMENT: Section 2-312 of the Miami Gardens Code of
31 Ordinances is hereby amended as follows:

32 Sec. 2-312. – Created: Composition.

33
34 There is hereby created a progressive young adults committee in
35 the City. The progressive young adults committee shall consist of
36 15 members, all of whom shall be either enrolled at, or have
37 matriculated through a South Florida colleges and/or universities,
38 and reside in the City of Miami Gardens or the surrounding South
39 Florida area.
40

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

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

48 Section 5. INCLUSION IN CODE: It is the intention of the City
49 Council of the City of Miami Gardens that the provisions of this Ordinance shall
50 become and be made a part of the Code of Ordinances of the City of Miami
51 Gardens and that the section of this Ordinance may be renumbered or relettered
52 and the word “Ordinance” may be changed to “Chapter,” “Section,” “Article” or

Added language is underlined. Deleted language is stricken through.

53 such other appropriate word or phrase, the use of which shall accomplish the
54 intentions herein expressed.

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

57 PASSED ON FIRST READING ON THE ____ DAY OF _____,
58 2011.

59 PASSED ON SECOND READING ON THE ____ DAY OF _____,
60 2011.

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

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67 SHIRLEY GIBSON, MAYOR
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71 **ATTEST:**

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74 _____
75 RONETTA TAYLOR, MMC, CITY CLERK
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78 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
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81 SPONSORED BY: COUNCILWOMAN LISA DAVIS
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84 Moved by: _____
85 Second by: _____

Added language is underlined. Deleted language is stricken through.

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VOTE: _____

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes No
				X			
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
Sponsor Name	Councilman David Williams Jr.		Department:	Mayor and City Council Office			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16-57 OF THE CITY OF MIAMI GARDENS CODE OF ORDINANCES TO INCLUDE A PROVISION THAT WILL PROHIBIT RESIDENTIAL PROPERTY OWNERS FROM PLANTING CERTAIN NUISANCE TREES AND PLANTS IN PUBLIC RIGHTS OF WAY (SWALE AREAS); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

Staff Summary:

The City owns all of the swale areas adjacent to public rights of way. The City Code provides a process whereby property owners are able to obtain a permit in order to plant in the swale areas. It has come to the attention of Councilman David Williams Jr., that certain property owners are planting “nuisance” plants in the swale areas, which proposes a potential danger to pedestrians.

**ITEM H-2) ORDINANCE
FIRST READING
Prohibit planting of certain nuisance
trees and plants in Right of Ways**

Councilman David Williams Jr. is proposing that the City Council amend the City's Property Maintenance Ordinance to prohibit residential property owners from planting these nuisance trees in the swale areas of the City. The proposed Ordinance would also give authority to the Director of Public Works or his/her designee to remove the nuisance trees.

Proposed Action:

That the City Council approves the attached Ordinance.

Attachment:

None

ORDINANCE NO. 2011 ____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16-57 OF THE CITY OF MIAMI GARDENS CODE OF ORDINANCES TO INCLUDE A PROVISION THAT WILL PROHIBIT RESIDENTIAL PROPERTY OWNERS FROM PLANTING CERTAIN NUISANCE TREES AND PLANTS IN PUBLIC RIGHTS OF WAY (SWALE AREAS); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City owns all of the swale areas adjacent to public rights of way, and

WHEREAS, the City Code provides a process whereby property owners are able to obtain a permit in order to plant in the swale areas, and

WHEREAS, it has come to the attention of Councilman David Williams Jr. that certain property owners are planting “nuisance” plants in the swale areas which proposes a potential danger to pedestrian, and

WHEREAS, Councilman David Williams Jr. would like to propose an amendment to the City’s Property Maintenance Ordinance whereby residential property owners would be prohibited from planting these nuisance trees in the swale areas of the City, and

WHEREAS, the proposed Ordinance would also authorize the Director of Public Works or his/her designee to remove any such trees and plants without prior notice,

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

Added language is underlined. Deleted language is stricken through.

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

33 Section 2. AMENDMENT: Section 16-57 of the City of Miami Gardens
34 Code of Ordinance shall be amended as follows:

35 **Sec. 16-57. Maintenance of property, buildings,**
36 **structures, walls, fences, signs, pavement, landscaping and**
37 **drainage facilities.**

38 * * * * *

39
40
41 (e) It shall be the responsibility of the owner of property in a
42 residential-zoned district and adjacent to a city right-of-way
43 to maintain the swale area which abuts their property.
44 Residential property owners shall not plant trees/plants that
45 are prickly to the touch, in any public rights-of-way (swale
46 areas), and the director of public works, or his/her designee
47 shall have the authority to remove said trees/plants without
48 prior notice.

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51 * * * * *

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

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

Added language is underlined. Deleted language is stricken through.

61 Section 5. INCLUSION IN CODE: It is the intention of the City
62 Council of the City of Miami Gardens that the provisions of this Ordinance shall
63 become and be made a part of the Code of Ordinances of the City of Miami
64 Gardens and that the section of this Ordinance may be renumbered or relettered
65 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
66 such other appropriate word or phrase, the use of which shall accomplish the
67 intentions herein expressed.

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

70 PASSED ON FIRST READING ON THE ____ DAY OF _____,
71 2011.

72 PASSED ON SECOND READING ON THE ____ DAY OF _____,
73 2011.

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Added language is underlined. Deleted language is stricken through.

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

SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

Moved by: _____

Second by: _____

VOTE: _____

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational <input checked="" 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"/>	Streamline and automate processes			
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Building and Code Compliance			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING ORDINANCE NO 2010-23-231, REQUIRING THE REGISTRATION OF ABANDONED PROPERTIES; REPEALING SECTIONS 28-297 THROUGH 28-300 OF ARTICLE VI OF THE MIAMI GARDENS' CODE OF ORDINANCE RELATING TO REGISTRY OF SINGLE-FAMILY DWELLING UNITS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

On September 8, 2010, the City Council adopted Ordinance Number 2010-23-231 requiring the registration of abandoned properties to abate the nuisances associated with having vacant properties in the community. The ordinance required that all vacant property owners register abandoned properties within the City, and affix a

**ITEM H-3) ORDINANCE
FIRST READING
Registration of
Abandoned Properties**

decal to the property. Furthermore, this ordinance required that the Code Compliance Division maintain a list of these properties to aid the police department in calls for service at these sites.

Pursuant to the existing ordinance, an applicant is required to pay a one-time fee of \$15.00 to cover the cost of producing the decal and there are no additional fees assessed to register the property with the City. The current legislation excludes properties in foreclosure, which in effect removes banks from the having to register their properties.

Staff has experienced difficulties identifying responsible parties, and maintaining a relevant list of the 24-hour contacts for vacant properties under the existing structure. The administrative implementation of the existing legislation has also become labor intensive.

Due to the declining resources and staffing challenges, the City benchmarked this program with other municipalities and found that several cities had made modifications to their vacant/abandoned property registry legislation. These cities engaged a third party vendor to track and enforce the property registry function and expanded their regulations to include foreclosed properties. These cities were able to improve their ability to track vacant properties, reduced the costs associated with maintaining these properties, and increased revenues through the collection of registration fees. This approach has been a successful method in enhancing City services to prevent blight in the neighborhoods, and creates a new revenue stream for the jurisdiction. See Attachment "A".

The proposed Ordinance amendment requires the following:

- Regular inspections of the vacant property by the mortgagee or property owner until the property is occupied
- Annual registration of each foreclosed and or vacant property
- Payment of a \$150.00 annual registration fee, per property (*to be set by resolution*)
- Prompt reporting of any change of information in the registration
- Assignment of a property manager that will be the 24 hour contact regarding problems with the property
- Adherence to the City's property maintenance standards and security measures

If these changes are adopted by Council, it is staff's intention to recommend a third party vendor to carry out the administration of this Ordinance at the April 27, 2011, regular City Council meeting.

Staff recommends the adoption of the proposed amendment to include the registration of foreclosed properties.

Proposed Action:

It is recommended that Council adopt the amendment to the abandoned property registration ordinance to establish regulations for the registration of properties in the process of foreclosure.

Attachment:

Attachment A: VACANT PROPERTY REGISTRY CHART OF FEES

ATTACHMENT "A" VACANT PROPERTY REGISTRY CHART OF FEES

Municipality	Registration Fee	Est. Vacant Properties in Miami Gardens	Est. Fees Collected	Est. Amount Retained by Miami Gardens
Cutler Bay	\$150.00	2,400	\$360,000.00	\$180,000.00
Jacksonville	\$150.00	2,400	\$360,000.00	\$180,000.00
Boynton Beach	\$150.00/annually	2,400	\$360,000.00/annually	\$180,000.00/annually
Sunny Isles Beach	\$100.00	2,400	\$240,000.00	\$120,000.00
	\$500.00/annually (SF), plus registration fee	2,300	\$1,150,000.00 + \$230,000.00	\$690,000.00/annually
	\$5,000.00/annually (MF), plus registration fee	100	\$500,000.00 + \$10,000.00	\$225,000.00/annually
Palm Bay	\$100.00	2,400	\$240,000.00	\$120,000.00
Coconut Creek	\$150.00/annually	2,400	\$360,000.00	\$180,000.00/annually
North Lauderdale	\$50.00/annually	2,400	\$120,000.00	\$60,000.00/annually
Margate	\$50.00/annually	2,400	\$120,000.00	60,000.00/annually
Miami	\$0.00	1,000	\$0.00	\$0.00
	\$250.00 (first year, blighted/unsecured)	1,000	\$250,000.00	\$125,000.00
	\$375.00 (second year, blighted/unsecured)	200	\$75,000.00	\$37,500.00
	\$500.00 (third year & up, blighted/unsecured)	200	\$100,000.00	\$50,000.00
Deerfield Beach	\$150.00/annually	2,400	\$360,000.00	\$180,000.00

ORDINANCE NO. 2011 ____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING ORDINANCE NO 2010-23-231, REQUIRING THE REGISTRATION OF ABANDONED PROPERTIES; REPEALING SECTIONS 28-297 THROUGH 28-300 OF ARTICLE VI OF THE MIAMI GARDENS CODE OF ORDINANCES RELATING TO REGISTRY OF SINGLE-FAMILY DWELLING UNITS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 8, 2010, the City Council adopted Ordinance Number 2010-23-231, requiring the registration of abandoned properties to abate the nuisances associated with having vacant properties in the community, and

WHEREAS, the ordinance required that all vacant property owners register abandoned properties within the City, affix a decal to the property, and that the Code Compliance Division maintain a list of these properties to aid the police department in calls for service at these properties, and

WHEREAS, city staff is recommending that the City's current regulations be broadened to include foreclosed properties, and

WHEREAS, amending the City's current regulations will enhance City services and will prevent blight in the neighborhoods,

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

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

1 SECTION 2. AMENDMENT: Ordinance No. 2010-22-231, is hereby amended
2 as follows:

3
4 Section 4. Definitions: As used herein, the following terms shall have
5 the following meanings:

6 a) ~~Abandoned shall mean any condition that on its own, or combined with other~~
7 ~~conditions, would lead a reasonable person to believe that the property is~~
8 ~~vacant and it is ultimately determined that the property is vacant. Such~~
9 ~~conditions may include, but not be limited to, overgrown or dead vegetation;~~
10 ~~potential for collapsing, falling or burning; disconnected electricity, water, or~~
11 ~~other utilities; stagnant swimming pool, or other evidence that the property is~~
12 ~~vacant. Abandoned real property means any property that is vacant or shows~~
13 ~~evidence of vacancy or is subject to a mortgage under a current Notice of~~
14 ~~Default and/or Notice of Mortgagee's Sale, pending Tax Assessors Lien Sale~~
15 ~~and/or vacant properties that have been the subject of a foreclosure sale~~
16 ~~where the title was retained by the beneficiary of a mortgage involved in the~~
17 ~~foreclosure and any properties transferred under a deed in lieu of foreclosure~~
18 ~~or sale.~~

19
20 b) City means the City of Miami Gardens or its contractor.

21
22 c) *Code enforcement officer or inspector* means any authorized agent or
23 employee of the city whose duty it is to assure code compliance.

24
25 d) Evidence of vacancy shall mean any condition that on its own, or combined
26 with other conditions present would lead a reasonable person to believe that
27 the property is vacant and it is ultimately determined that the property is
28 vacant. Such conditions may include, but not be limited to, overgrown or dead
29 vegetation; potential for collapsing, falling or burning; disconnected electricity,
30 water, or other utilities; stagnant swimming pool, accumulation of abandoned
31 real property, as defined herein, statements by neighbors, passers-by,
32 delivery agents or government agents, among other evidence that the
33 property is vacant.

34
35 e) Foreclosure means the process by which a property, placed as security for a
36 real estate loan, is sold at public sale to satisfy the debt if the borrower
37 defaults.

38
39 f) *Mortgagee* means the creditor, including but not limited to, trustees; service
40 companies; lenders in a mortgage agreement; any agent, servant, or
41 employee of the creditor; any successor in interest; or any assignee of the

creditor's rights, interests or obligations under the mortgage agreement. For purposes of this article only, the term mortgagee does not apply to governmental entities.

g) *Owner* means every person, entity, or service company, who alone or severally with others:

(1) Has the legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure, or parcel of land, vacant or otherwise, including a mobile home park; or

(2) Has care, charge, or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure, or parcel of land, vacant or otherwise, including a mobile home park, in any capacity including, but not limited to, agent, executor, executrix, administrator, trustee, or guardian of the estate of the holder of legal title; or

(3) Is a mortgagee in possession of any such property; or

(4) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any such property; or

(5) Is a person who operates a rooming house.

h) *Property* means any real property, or portion thereof, located in the city, including buildings or structures situated on the property. For the purposes of this article only, property does not include commercial property or property owned or subject to the control of the city or any other governmental bodies.

i) *Property management company* means a property manager, property maintenance company or similar entity or individual responsible for the maintenance of abandoned real property.

j) *Vacant* means any building/structure that is not legally occupied.

Section 5. Public Nuisance.

All abandoned real property is hereby declared a public nuisance, the abatement of which pursuant to the city's police power is hereby declared necessary for the health, welfare and safety of the residents of the City of Miami Gardens.

Section 56. Requirements; Registration Of Abandoned Real Property:

~~All owners of abandoned properties as defined herein, shall be required to register said property with the City. Said registration shall include the following:~~

Underlined word are added and stricken words are deleted

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- ~~a) The registration shall state the property address; the owner's name, mailing address, and telephone number; and email address.~~
- ~~b) All property registrations are valid for one calendar year, and there shall be no registration fee.~~
- ~~c) Once a property is no longer abandoned, the owner must provide proof of sale or written notice and proof of occupancy to the city.~~
- ~~d) Owners who have registered a property under this Ordinance must report any change of information contained in the registration within ten (10) days of the change.~~
- ~~k) Upon registration, abandoned properties must be posted with a decal to be provided by the City.~~
- a) Any property owner who owns vacant or abandoned real property located within the city shall, within ten (10) days of the inspection, register the property with the city manager, or his/her designee, on forms provided by the City. A registration is required for each vacant property.
- b) Any mortgagee who holds a mortgage on real property located within the City shall, upon default by the mortgagor and prior to the issuance of a notice of default, perform an inspection of the property that is the security for the mortgage. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned real property and the mortgagee shall, within ten (10) days of the inspection, register the property with the city manager, or his/her designee, on forms provided by the City. A registration is required for each vacant property.
- c) If the property is occupied but the mortgage on the property remains in default, the property shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, register the property with the city manager, or his/her designee, on forms provided by the City.
- d) Registration pursuant to this section shall contain the name of the property owner(s) or mortgagee, the direct mailing address of the property owner(s) or mortgagee, a direct contact name and telephone number of property owner(s) or mortgagee, a facsimile number and email address for property owner (s) or mortgagee, and the name and twenty-four (24) hour contact phone number of

Underlined word are added and stricken words are deleted

1 the property management company responsible for the security and
2 maintenance of the property.

3
4 e) This section shall also apply to properties that have been the subject of a
5 foreclosure sale where the title was transferred to the beneficiary of a
6 mortgage involved in the foreclosure and any properties transferred under a
7 deed in lieu of foreclosure/sale.

8
9 f) Properties subject to this section shall remain under the annual registration
10 requirement, and the security and maintenance standards of this section as
11 long they remain vacant.

12
13 g) Any person or corporation that has registered a property under this section
14 must report any change of information contained in the registration in writing
15 within ten (10) days of the change to the city manager or his/her designee.

16
17 h) Once a property is no longer vacant, the owner or mortgagee must provide
18 proof of sale or written notice and proof of occupancy to the city.
19

20 Section 7. Maintenance and Security Requirements

21
22 a) Registration does not exonerate the property owner or mortgagee from
23 compliance with all applicable codes and ordinances, including this section, nor
24 does it preclude any of the actions the City is authorized to take pursuant to this
25 section or elsewhere in the City's Code of Ordinances.

26
27 b) Properties subject to this section shall be maintained and secured in accordance
28 with the City's property maintenance standards found in Chapter 16 – Article III,
29 Building Regulations, and Chapter 28 – Article VI of the Land Development
30 Code. The owner of a vacant property shall take such steps and perform such
31 acts as may be required of him/her from time to time to ensure that the vacant
32 property and its adjoining yard remain safe and secure and do not present a
33 hazard to the adjoining property or the public. Owners will be responsible for
34 maintaining their properties so that they do not become an unoccupied hazard.
35

36 Section 68. Registration Fee.

37 The City Council shall establish the registration fee by separate resolution.

38 Section 9. Additional Authority

1 The city manager, or his/her designee, shall have authority to require the
2 mortgagee and/or owner of record of any property affected by this section, to
3 implement additional maintenance and/or security measures including, but not
4 limited to, securing any and all doors, windows, or other openings, employment
5 of an on-site security guard, or other measures as may be reasonably required to
6 prevent decline of the property.

7
8 Section ~~7~~10. Penalty; Enforcement.

9
10 This Ordinance shall be enforced in accordance with the City's Code Enforcement
11 ~~Ordinance No. 2004-11-27~~ regulations, as amended—outlined in Chapter 8 of the
12 Code of Ordinances, and Property Maintenance Ordinance 2005-13-51regulations,
13 as amended outlined in Chapter 16 – Article II and Building regulations as outlined
14 in Chapter 28, Article VI of the Land Development Code. Any person found in
15 violation of this Ordinance shall be punished by a fine not to exceed five hundred
16 dollars (\$500.00) per violation, or by imprisonment not to exceed sixty (60) days, or
17 both.

18
19 SECTION 3: REPEAL: Sections 28-297 through 28-300 of the City's
20 Code of Ordinance is hereby repealed.

21 SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith
22 are hereby repealed.

23 SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause,
24 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by
25 any court of competent jurisdiction, such portion shall be deemed a separate, distinct
26 and independent provision and such holding shall not affect the validity of the remaining
27 portions of this Ordinance.

28 SECTION 6. INCLUSION IN CODE: It is the intention of the City Council of
29 the City of Miami Gardens that the provisions of this Ordinance shall become and be
30 made a part of the Code of Ordinances of the City of Miami Gardens and that the
31 section of this Ordinance may be renumbered or relettered and the word "Ordinance"

1 may be changed to "Chapter," "Section," "Article" or such other appropriate word or
2 phrase, the use of which shall accomplish the intentions herein expressed.

3 SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective
4 immediately upon its final passage.

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

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

7

8 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI

9 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF

10 _____, 2011.

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SHIRLEY GIBSON, MAYOR

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17 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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27

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Moved by: _____

29

Second by: _____

30

31

VOTE: _____

32

33

Mayor Shirley Gibson _____ (Yes) _____ (No)

34

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

35

Councilwoman Lisa Davis _____ (Yes) _____ (No)

36

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

- | | | | |
|---|-------------------------------|-----------|----------|
| 1 | Councilwoman Felicia Robinson | ____(Yes) | ____(No) |
| 2 | Councilman Andre' Williams | ____(Yes) | ____(No) |
| 3 | Councilman David Williams Jr | ____(Yes) | ____(No) |
| 4 | | | |
| 5 | | | |



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input checked="" 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"/>	Streamline and automate processes			
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Police Department			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING ARTICLE II OF CHAPTER 10 RELATING TO ALARM SYSTEMS; ENACTING NEW PROVISIONS RELATING TO ALARM SYSTEMS; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FEES AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Miami Gardens Police Department is tasked with prevention of criminal activity and response to public safety calls within the City of Miami Gardens. One of their key areas of response is to alarm calls
ITEM H-4) ORDINANCE
FIRST READING
New provisions related to Alarm Systems

at businesses and residences. During 2010, the Department responded to over 3,100 false alarms, which placed a significant burden on resources. So far, in the first quarter of 2011, the Department has responded to 834 false alarm calls. Responding to false alarm calls reduces the hours of patrol time and obligates two officers who would otherwise be dedicated to crime prevention.

The City's previous alarm ordinance was enacted in 2004. At that time, the City had just incorporated and many of the aspects of that ordinance focused on the Miami-Dade Police Department, which was providing contract service. Since that time, significant changes have been made in the way the the City tracks false alrms. Some of these areas include the collection of fines, registration issues and logistics concerning the responsibility of the False Alarm Program.

The new alarm ordinance being proposed has some of the same language included in the original legislation. Registrations and renewals will be handled in the same manner however, a new fee schedule with escalating fines is proposed:

PROPOSED FALSE ALARM FEE SCHEDULE		
	Registered	* <i>Unregistered</i>
1st	Free	\$100
2nd	Free	\$100
3rd - 4th	\$50	\$200
5th	\$100	\$250
6 TH	\$250	\$500
7th- 10th	\$250	\$500
>10th	\$500	\$500

This is necessary due to the burden placed on the police department in responding to these calls and the impact it creates. Studies have shown that enacting a structured program with escalating fines reduces the number of false alarm calls and as a byproduct allows more police officers to be available for crime prevention.

The proposed ordinance also includes language allowing a third party contractor to administer this program. With the budget issues facing local governments, many agencies are turning to outsourcing false alarm services and engaging in a revenue sharing program to reduce employee costs in administering the program.

If these changes are adopted by Council, it is staff's intention to recommend a third party vendor to carry out the administration of this Ordinance at the April 27, 2011, regular City Council meeting.

Proposed Action:

It is recommended that the City Council enact the proposed False Alarm Ordinance.

Attachment:

None

ORDINANCE NO. 2011 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING ARTICLE II OF CHAPTER 10 RELATING TO ALARM SYSTEMS; ENACTING NEW PROVISIONS RELATING TO ALARM SYSTEMS; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FEES AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the improper use and maintenance of alarm systems within the City has resulted in a significant number of false alarms, the response to which has placed an unnecessary burden upon the resources of the City's Police Department, and

WHEREAS, the City Council has deemed it necessary to create a mechanism that allows the City to provide an incentive to the owners of alarm systems, to ensure that their alarm systems are functioning properly, and

WHEREAS, this Ordinance, by the creation of a cost recovery mechanism, shall serve to mitigate the financial harm which is caused to the City's law enforcement resources by having to respond to false alarms, while also providing an incentive to owners and operators of alarm systems to ensure that alarm systems function properly, and

WHEREAS, the City Council finds that this proposed Ordinance serves to enhance the protection of the public health, safety and welfare and to protect and preserve limited public resources,

Underlined word are added and stricken words are deleted

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

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

Section 2. REPEAL: Article II of Chapter 10 of the Code of Ordinances is hereby repealed in its entirety.

Section 3. CREATION OF NEW ORDINANCE: Article II of Chapter 10 of the Code of Ordinance is hereby adopted as follows:

Section 1. Findings. The City council has determined that it is in the best interest of the city to adopt an alarm ordinance to protect the health and safety of its residents.

Section 2. Purpose. The purpose of this ordinance is to place responsibility on users and operators of alarm systems to ensure that alarm systems function properly.

Section 3. Definitions.

The following words, when used in this section, shall have the meanings ascribed herein unless the context indicates otherwise:

- a. *Agreement* means a contract with a billing/collection contractor to provide false alarm billing and collection services.
- b. *Alarm business* means any business which engages in the activity of altering, installing, leasing, maintaining, repairing, replacing, selling,

Underlined word are added and stricken words are deleted

servicing or responding to an alarm system, or which causes any of these activities to take place.

- c. *Alarm signal* means an audible sound and/or silent transmission of a signal or a message as the result of the activation of an alarm system.
- d. *Alarm system* means an audible sound or a transmission of a signal or a message, as the result of the activation of an alarm system.
- e. *Alarm user* means any person on whose premises an alarm system is maintained within the city and is properly registered with the city or its billing/collection contractor as defined below.
- f. *Audible alarm* means an alarm system, which generates an audible sound when it is activated.
- g. *Burglar alarm system* means any mechanical or electrical device sold or installed, which is designed for the detection of an unauthorized entry into a building, structure, facility, or enclosed area, or for alerting others of the commission of an unlawful act within a building, structure, facility or enclosed area, and which transmits a signal or message when activated. Excluded from the definition of "burglar alarm system" are devices, which are not designated to generate, directly or indirectly, a police response to the protected building, structure, facility or enclosed area; audible alarms installed in motorized conveyances; auxiliary devices installed by telephone companies to protect telephone systems from damage or disruption of service; or alarm systems.
- h. *Contractor* means any person authorized by the city to act for it in the alarm permit process by providing billing and collection services.
- i. *Enforcement officer* means the police chief or any person serving under the direction of the police chief who responds to alarm incidents within the City.
- j. *False alarm* means the activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the alarm user or his or her agents and employees, or the negligence of any alarm business associated with the maintaining, leasing, or generating responses to such alarm system. Such terminology does not include alarms caused by hurricanes, tornadoes, lightning or other similarly violent conditions, which are identified and determined by the enforcement officer of the City to be beyond the control of the user.

- k. Medical alert/panic alarm system* means any mechanical or electrical device, which is principally designed or used to generate a police response because of a perceived medical or criminal emergency by the alarm user. Excluded from the definition of a "medical alert/panic alarm system" is any mechanical or electrical device, which is principally designed or used to generate only a medical (i.e., private ambulance or public emergency medical service) response, with no police response, to a perceived medical emergency.
- l. Notice* unless otherwise specified, means written notice, given either by first class mail, or by personal or electronic delivery upon the addressee, or by posting at last known address or location of the alarm registration. There is hereby created a presumption of receipt of the notice within three (3) days of posting. The notice required by this section is not that which shall be required for a notice of violation issued for a code enforcement hearing before a special master.
- m. Police-response commercial alarm permit* means a permit intended to be used for a business, office, retail, or other commercial use.
- n. Police-response residential alarm permit* means a permit intended to be used for single family residences, multifamily residences, houses of worship, public schools and other publicly owned buildings, or other noncommercial uses.
- o. Telephone alarm device* means any device which, when activated, automatically transmits by telephone line a recorded alarm message or electronic mechanical alarm signal to any telephone instrument installed at the office of the enforcement officer.
- p. Unregistered Alarm User* means any person on whose premises an alarm system is maintained within the city and who does not have a valid alarm permit issued by the city or its billing/collection contractor as described in Section 4.

Section 4. Registration.

(a) *Required permit registration.* Before placing an alarm system into operation, every alarm user shall obtain from the City or its billing/collection contractor an alarm user permit the registration of which shall be completed for each alarm system to be operated by such alarm user within the City.

(b) *Application process.* Applications for a police-response burglar alarm system permit or a medical/alert panic alarm system permit may be made on registration forms in a manner and format provided for by the City or its billing/collection contractor.

Underlined word are added and stricken words are deleted

1) Registration for alarm permits shall include the following alarm types:

(a) Police-response commercial alarm registration is for business, office, retail, and other commercial uses; such commercial permits shall be renewed on an annual basis and the alarm user shall certify that the registration information is current.

(b) Police-response residential alarm registration is for single-family residences, multifamily residences, houses of worship, public schools and other publicly owned buildings, and other noncommercial uses; such residential permits shall be renewed on an annual basis.

2) Subject to paragraph C below, the City or the billing/collection contractor shall issue or renew the police-response alarm permit only after receiving the completed application and payment of the applicable fee ("registration").

3) The alarm user applying for any alarm permit registration required in this section shall state on an application to be provided or made available online by the city or billing/collection contractor, his/her name; the address of the residence or the business or businesses in or on which the alarm system has been or will be installed; his/her telephone number; his/her address, if different than the premises serviced by the alarm system; the name, address, and telephone number of the lessor of the system if leased; whether the system was installed by the alarm user and, if not installed by the alarm user, the State of Florida certificate of competency number of the business installing the alarm system. In the event that an alarm business is going to install, maintain, repair, replace, service, lease, respond, monitor, or sell the alarm system to the alarm user, the application will require the name and address of the alarm business to be disclosed. The applicant shall give the name and telephone number of at least two (2) persons who can be reached at any time, day or night, and is authorized to respond to an alarm signal and who may enter the premises in which the alarm system is installed. The application shall also provide the city with the specific authority to enter the premises wherein the alarm system is installed whenever responding to such alarm and, further, shall contain an appropriate hold harmless and indemnity provision for any property damage deemed reasonably necessary by the city in order to respond adequately to such alarm.

4) The alarm user applying for a permit for an alarm system shall further state in the permit alarm registration application the following information:

- a) That the alarm system has the capacity to prevent false alarms by the use of a backup owner supply; and
- b) That the alarm system annunciator (for a burglar alarm system and medical alert/panic alarm system only) has the capacity to automatically silence within fifteen (15) minutes for noncommercial permitted systems and thirty (30) minutes for commercial permitted systems after activation, and such alarm system will not sound again unless a new criminal act or emergency triggers the alarm or causes the same to be activated.

5) Alarm permits issued by the City cannot be assigned or transferred, and are issued and effective only for the alarm system and alarm user identified in the alarm system registration and permit.

6) Every alarm user permitted under this section is required to provide the city or its billing/collection contractor with any changes in the information required to be submitted on the permit application when such changes occur.

(c) *Alarm permit issuance.*

(1) *Single-family residence.* An alarm permit for a single-family residence may be issued upon satisfactory completion of the application required above.

(2) *Buildings or structures other than single-family residences.* In addition to satisfactory completion of the application required above, an alarm permit for a location which is not a single-family residence location may be issued only upon the applicant submitting evidence acceptable to the City of certification by an alarm business or other competent person that the alarm system meets the minimum standards as set forth in this article. Furthermore, all alarm system installations must comply with the Florida Building Code.

(3) Notwithstanding subsections (1) and (2) above, no permit shall be issued if the application for that permit discloses use of an alarm business, which has an outstanding fine because of a violation of this Ordinance.

(d) *Notice by Alarm Businesses.* This Section does not require that an alarm business obtain a permit under this section when it leases or provides service to an alarm system user. If an alarm business, however, uses an alarm system to protect its own premises, it shall obtain a permit for such system as required in

this section. All alarm businesses installing, leasing, maintaining, or monitoring alarm systems in the City shall, not later than the time of installation, furnish written notice to all persons and businesses for whom an alarm is installed, maintained, or monitored by it of the regulations in this section and of the requirement for permitting their alarm system; however, failure to receive this notice shall not excuse an alarm user from any provisions of this section.

e) *Registration fees.* All alarm permit registration fees are to be set by separate resolution, approved by the City Council.

Section 5. *Alarm system-operating standards and authorized disconnection.*

1) Audible burglar alarm systems and audible medical alert/panic alarm systems shall be modified to include a timer to prevent the alarm from ringing from the time the premises are entered by an authorized person until the system is shut off.

2) The alarm system annunciator (for police-response burglar and medical alert/panic alarm systems only) must automatically silence within fifteen (15) minutes for noncommercial permitted systems and thirty (30) minutes for permitted registered commercial systems after activation, and such alarm systems shall not sound again unless a new criminal act or emergency triggers the alarm or causes the same to be activated.

Section 6. *Presumed false alarms.*

a) There is a presumption of a false alarm created under the following circumstances:

- 1) When an alarm signal is investigated by any enforcement officer and there is no sign of an unauthorized attempted entry or crime in progress evident to the officer, or
- 2) There is no sign of a medical emergency.

b) For the first presumed false alarm, the City or its billing/collection contractor shall give notice to the residential or commercial alarm user of the conditions and requirements of this section. Such notice shall advise the registered alarm user that the alarm system has had a presumed false alarm and that the third false alarm in any twelve-month period for an alarm user will result in the imposition of a fine as outlined in the False Alarm Fee Schedule, outlined in Section 10. For unregistered alarm users the notice shall advise the unregistered alarm user that the alarm system has had a presumed false alarm and is subject to the fine as outlined in the False Alarm Fee Schedule. Additionally, and upon said second occurrence, each unregistered alarm user

shall be informed that any subsequent false alarm in any twelve-month period will result in an additional fine as outlined in the False alarm Fee Schedule.

Section 7. Alarm user violations.

An alarm user shall violate this section when any of the following occurs:

- (1) The alarm user or designated agent has failed to respond to the premises within a one-hour period following the activation of the alarm system when notified to do so by the enforcement officer.
- (2) The alarm user has falsified any information contained in the alarm user permit registration application.
- (3) The alarm user has failed to immediately inform the city or the billing/collection contractor of any and all changes in the information required in the alarm user permit registration application.
- (4) The alarm user operates an alarm system without an appropriate building permit or alarm system permit registration as required.
- (5) The alarm user has not paid when due any fee, fine or penalty imposed herein for alarm system permit registration or false alarms. In the event a code enforcement special master or a court of competent jurisdiction determines that a false alarm was clearly the fault of an alarm business, such finding shall preclude a finding that the alarm user violated this section for such false alarm.
- (6) The alarm system does not meet the operating standards established in Section 5 of this Ordinance.
- (7) The alarm user installs, maintains, operates or uses any telephone alarm device regulated or programmed to make connection with any telephone installed in any facility of any law enforcement office. Telephone alarm devices are permitted when not connected directly to such enforcement offices, but they are subject to all other provisions of this section.

Section 8. Alarm business violations.

- a) Alarm businesses that lease an alarm system and are responsible for the maintenance of the system and alarm businesses responsible for generating appropriate responses to an alarm system shall also be

Underlined word are added and stricken words are deleted

responsible to ensure that false alarms do not occur. False alarm responses create an unnecessary risk of injury to persons and property and an unnecessary expenditure of police resources. If more than three false alarms occurs in any twelve-month period, then, in addition to imposing a fine on the alarm user, the enforcement officer may also cite any responsible alarm business, which failed to ensure that false alarms did not occur.

- b) Each false alarm in excess of three per twelve-month period shall be deemed a violation of this Ordinance by an alarm business.

Section 9. *City Contracting Authority.* The City may adopt a contract or enter into an agreement to oversee false alarm billing and collection services.

Section 10. *Fines for violations.*

- a) The following fines for violations are hereby established.

FALSE ALARM FEE SCHEDULE		
	Registered	* <i>Unregistered</i>
1st	Free	\$50
2nd	Free	\$100
3rd - 4th	\$50	\$250
5th - 6th	\$100	\$500
7th- 10th	\$200	\$500
>10th	\$500	\$500

- b) In addition, to any fine, each violator may be subject to imprisonment for a term not exceeding 60 days, or both such fine and imprisonment in the discretion of the Court. Each violation shall be considered a separate offense.

Section 11. *Enforcement.*

- a) This Ordinance shall be enforced in accordance with the City's Code of Enforcement regulations, as outlined in Chapter 8 of the Code of Ordinances.

- b) Evidence of Violation - In the event there is evidence of operation of an alarm system without a permit or evidence of a false alarm as required by this Ordinance, a violation of this section shall be presumed, and the enforcement officer need not present any additional evidence for the code enforcement special master or court to conclude by competent substantial evidence that a violation of the article occurred. In the event the evidence of unauthorized alarm operation or activation of a false alarm is determined by something other than an alarm signal, the enforcement officer shall cite such facts giving rise to the violation, and request the alleged violator to prove that the alarm system was disconnected at the time of the violation. Absent proof of disconnection by the requested date, a violation of the article shall be presumed and the enforcement officer need not present any additional evidence of unauthorized alarm operation for the special master or court to find by competent substantial evidence that a violation has occurred.

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

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

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

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

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

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

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

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.

City Attorney

SPONSORED BY: Danny Crew, City Manager

Moved by: _____

Second by: _____

VOTE: _____

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input checked="" 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"/>	Streamline and automate processes			
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Building and Code Compliance			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING SECTION 33-79 OF THE MIAMI-DADE COUNTY CODE, ENTITLED "TENTS, AS MADE APPLICABLE TO THE CITY OF MIAMI-GARDENS"; AMENDING ARTICLE II, CHAPTER 20, DIVISION 4 OF THE CODE OF ORDINANCES TO REMOVE PROVISIONS RELATING TO STREET CLOSURES FOR SPECIAL EVENTS; REPEALING ARTICLE II OF CHAPTER 4 (EVENTS AND ENTERTAINMENT); CREATING A NEW ARTICLE II TO BE ENTITLED "SPECIAL EVENT REGULATIONS); PROVIDING FOR DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMITS; PROVIDING FOR FEES; PROVIDING FOR DURATION AND REMOVAL; PROVIDING FOR PENALTIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In 2009, the City recognized the need to properly manage the influx of requests for activities and events organized by entities or individuals within the community. City staff developed an administrative

**ITEM H-5) ORDINANCE
FIRST READING
Special Events Ordinance**

procedure assigned to the Department of Building and Code Compliance to ensure proper coordination of the review and approval of each request. To date, the department has processed over 60 special event requests, including a major cultural parade in 2010.

Under the current City Code, residents that wish to have any type of special event, which includes the use of amplified sound, are required to obtain a broadcast permit from the Police Department; residents that would like to host a block party or temporarily close a city street are required to submit a block party or street closure permit to Public Works. In addition, depending on the scope of the event, residents would have to visit the Building Services Division to obtain building permits for tents or other temporary structures, the parks department to obtain rental agreements, and the planning and zoning to obtain zoning approvals. The disjointed nature of the current requirements is at times frustrating for residents and business owners that wish to host an event in the City of Miami Gardens.

In recognition of this fact and because of the increasing number of requests, City staff established a seamless approach to systematically process each type of permit application using the “one stop shop” approach.

The proposed ordinance requires an entity or individual to submit a single application in order to obtain approval for special event or activity to be held on private and public property. Examples of these events include, but are not limited to, function with amplified sound, block parties, parades, fundraising, walk/run races, and retail sales, among others. The legislation also establishes subcategories for the applicant to specify the type of event or activity, as follows:

- Broadcast permits: to broadcast or transmit music or sound by loudspeakers, amplifiers, address systems, and similar devices that would be unreasonably loud and raucous or that would reasonably be calculated to attract a crowd or cause numbers of persons to congregate in or on any open space.
- Block party, parade, and public assembly permits: to require temporary street closure to pedestrian or vehicular traffic, or obstruction or redirection of normal traffic flow.
- Film and print production permit: to conduct commercial film, television, video and photography projects.
- Retail sales from tent permit: to display and sell of new merchandise from tent structure(s).
- Assembly, circus, and sporting event permit: to display spiritual leaders, community advocates, performers, animals, and races.
- Miscellaneous permit: to host an event or activity that does not correspond with the other subcategories expressed above.

The ordinance provides for exemptions to the special event permit requirement such as political/public issue events, lawful picketing, funeral processions, governmental agency functions, camping tents at single-family residences, city-initiated events, and school board sponsored events.

Additionally, pertinent sections of the Code of Ordinances will be repealed and reinserted into this ordinance in order to ensure the public has easier access to the rules and guidelines governing all elements of special event permitting as well as improve the administration of the program.

With the proposed ordinance, residents and business owners will only be required to come to the Building and Code Compliance Department to apply for the various types of special event permits, at which time Building and Code staff will route the permit to the correct department (s) for processing and approval.

The adoption of the ordinance will make navigation of the regulatory process much easier for our residents and business owners as well as streamline and improve the internal coordination for events held in the City.

Proposed Action:

It is recommended that Council adopt the special event permit ordinance to establish regulations for the permitting of events and activities in the City.

Attachment:

Attachment A: Special Events Draft Application

Ordinance No _____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REPEALING SECTION 33-79 OF THE MIAMI-DADE COUNTY CODE, ENTITLED "TENTS, AS MADE APPLICABLE TO THE CITY OF MIAMI-GARDENS"; AMENDING ARTICLE II, CHAPTER 20, DIVISION 4 OF THE CODE OF ORDINANCES TO REMOVE PROVISIONS RELATING TO STREET CLOSURES FOR SPECIAL EVENTS; REPEALING ARTICLE II OF CHAPTER 4 (EVENTS AND ENTERTAINMENT); CREATING A NEW ARTICLE II TO BE ENTITLED "SPECIAL EVENT REGULATIONS); PROVIDING FOR DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMITS; PROVIDING FOR FEES; PROVIDING FOR DURATION AND REMOVAL; PROVIDING FOR PENALTIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

19 WHEREAS, the City has received numerous requests for special events to be
20 held within the City, and

21 WHEREAS, currently the City processes these requests using various existing
22 ordinances and administrative processes, and

23 WHEREAS, City staff is recommending that these processes be encapsulated
24 into one Ordinance,

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

27 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 Clauses are hereby ratified and confirmed as being true, and the same are hereby made a
29 specific part of this Ordinance.
30

31 SECTION 2. REPEAL: Section 33-79 of the Miami-Dade County Code, as
32 made applicable to the City of Miami Gardens is hereby repealed.

1 SECTION 3. AMENDMENT: Article II of Chapter 20, Division 4 is amended
2 as follows:
3

4 **DIVISION 4. - TEMPORARY STREET CLOSURE FOR SPECIAL EVENTS**
5 **CONSTRUCTION**
6

7
8 **Sec. 20-116. - Purpose.**

9 ~~The city council would like to establish a process for temporary street~~
10 ~~closures in the city, and the city's director of public works has proposed a~~
11 ~~process whereby permits will be issued for temporary street closures, depending~~
12 ~~upon the type of closure involved.~~

13 **Sec. 20-117. - Regulations created.**

14 ~~There are hereby created regulations regarding block parties, parades and~~
15 ~~other public assemblies.~~

16 **Sec. 20-118. - Permit required.**

17 **(a)**

18 ~~*Block party permit.*~~

19 **(1)**

20 ~~Block party permits are required when a planned event will cause~~
21 ~~or require one or more of the following:~~

22 **a.**

23 ~~Temporary obstruction of or redirection of normal traffic flow~~
24 ~~on public right-of-way or traffic control during abnormally~~
25 ~~high traffic caused by an event;~~

26 **b.**

27 ~~City or county staff involvement before, during or after the~~
28 ~~event, such as, but not limited to:~~

29 **1.**

30 ~~Planning or consultation;~~

31 **2.**

32 ~~Police officers and fire department;~~

33 **3.**

34 ~~Traffic control personnel.~~

35 **(2)**

36 ~~Block party permits may be issued to any person or organization.~~

37 **(3)**

~~A block party is permitted only after city review and approval of the street closure, a traffic control plan, and payment of all costs anticipated to be incurred by the city.~~

~~(4)~~

~~All permits for block parties shall be posted conspicuously in the permitted area.~~

~~(b)~~

~~Parade and public assembly permit.~~

~~(1)~~

~~Parade and public assembly permits are required when a planned event will cause or require one or more of the following:~~

~~a.~~

~~Temporary obstruction of or redirection of normal traffic flow on public right-of-way or traffic control during abnormally high traffic caused by an event;~~

~~b.~~

~~City or county staff involvement before, during or after the event, such as, but not limited to:~~

~~1.~~

~~Planning or consultation;~~

~~2.~~

~~Police officers and fire department;~~

~~3.~~

~~Traffic control technicians.~~

~~(2)~~

~~Parade and public assembly permits may be issued to any person.~~

~~(3)~~

~~A parade or public assembly permit is permitted only after city review and approval of street closures, approval of a traffic control plan, and payment of all costs anticipated to be incurred by the city.~~

~~**Sec. 20-119. -- Inspections, other approvals.**~~

~~All installations, work, maintenance and improvements regulated by this division shall be subject at all times to inspection by the city. The director may require whatever documents, drawings or certificates necessary to effect approval of such work.~~

~~**Sec. 20-120. -- Authorization and powers of director.**~~

~~(a)~~

~~The public works director or his/her designee is authorized and empowered to issue a permit for the closure to vehicular or pedestrian traffic, parking or other public use and for the use temporarily of any~~

1 portion of any public street, alley, sidewalk, or any other public way for the
2 following purposes and upon any of the following conditions:

3 **(1)**

4 ~~Whenever it is necessary, expedient or desirable, in the~~
5 ~~determination of the director;~~

6 **(2)**

7 ~~Construction-related activity, whether such activity be performed by~~
8 ~~the city, the state, the county or other governmental body, board or~~
9 ~~authority or any utility, or any contractor employed by any of them~~
10 ~~or any contractor employed by any private individual or by any~~
11 ~~person to do or perform the same;~~

12 **(3)**

13 ~~Construction-related activity, where any part of the city's streets,~~
14 ~~sidewalks, alleys or public ways shall be used in piling of materials,~~
15 ~~equipment, or any other activities that restrict the use of the streets,~~
16 ~~alleys, sidewalks or public ways;~~

17 **(4)**

18 ~~Conducting parades or block parties, as provided for in this section.~~

19 **(b)**

20 ~~The director is authorized and empowered to develop a manual of~~
21 ~~guidelines for the placement of uniform traffic control devices consistent~~
22 ~~with state and federal law to provide for the safe and efficient movement of~~
23 ~~pedestrians and vehicles through and around areas described in~~
24 ~~subsection (a) of this section.~~

25 **(c)**

26 ~~Each permit shall contain the information in connection therewith and shall~~
27 ~~require the permittee to:~~

28 **(1)**

29 ~~Indemnify and hold the city harmless from all claims, suits or~~
30 ~~actions of any kind whatsoever arising out of or resulting from the~~
31 ~~closure, the issuance of the permit or the operations or activities of~~
32 ~~the permittee. The final responsibility for all activities and the~~
33 ~~installation and maintenance of traffic control devices shall rest with~~
34 ~~the permittee.~~

35 **(2)**

36 ~~Obtain and keep in force at all times during the full period for which~~
37 ~~the privileges hereunder are granted, a policy or policies of public~~
38 ~~liability and property damage insurance, protecting the city, its~~
39 ~~officers, agents and employees against any and all liability due to~~
40 ~~death, injury or damage to property arising out of, or any way~~
41 ~~incidental to the permittee's activities. The permittee agrees to~~
42 ~~provide the policy or policies in comprehensive form, in an amount~~
43 ~~of not less than \$1,000,000.00 combined single limit, per~~
44 ~~occurrence, bodily injury, including death and property damage.~~

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~~The insurance policy shall also contain broad form contractual coverage applicable to this application and permit and, specifically, including the indemnification and hold harmless clause contained herein. Additionally, the permittee must provide that the city is listed as an additional insured on all required policies. The permittee shall obtain a certificate of insurance evidencing the coverages described on all required policies. The standard insurance certificate language that states "endeavor to" must be eliminated. Such certificate of insurance shall be submitted to the public works department prior to the date of the assembly and parade.~~

~~a.~~

~~The director, with the consent and approval of the city manager, can waive the requirements for block parties where the permittee is an owner of a single-family residence whose property abuts the permitted area. A refundable security deposit to the city in the amount of \$500.00 shall be required for each such application. In addition, the prior written consent of all property owners whose property abuts the permitted area is required. If the permitted area used by permittee during the block party is not restored to its prior condition and cleaned up by 11:00 p.m. on the date of the block party, the city may draw upon such security deposit to cover the restoration and cleanup costs. If the security deposit paid to the city is not sufficient to cover the restoration and clean up costs, the permittee shall immediately pay to the city any additional costs for restoration and cleanup costs.~~

~~b.~~

~~The director, with the consent and approval of the city manager, can also waive the requirements for city-franchised utilities, the state, the county or other governmental body, board or authority which are self-insured in limits exceeding those set forth therein; provided further, however, that this waiver shall not be applicable to any contractor or subcontractor employed by any of them.~~

(d)

~~In the event that the city is required to file legal action against permittee to collect any amounts, the city shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.~~

(e)

~~During the period of the permit and closure, under all conditions described in subsection (a)(4) of this section, insurance requirements may be waived by the city manager.~~

~~Sec. 20-121. - Duty of permit holders; correction of deficiencies.~~

(a)

~~A permittee for a temporary street closure under this division shall comply with all permit directions and conditions and with all applicable laws, provisions of this Code and other county and city ordinances.~~

(b)

~~A permittee shall suitably and effectively place, in accordance with federal, state and city guidelines, proper signs, barricades and other traffic control devices at all times during the period of closure.~~

(c)

~~A permittee shall provide off-duty police officers for vehicular and/or pedestrian traffic control as required by the director.~~

(d)

~~Upon notification to the director of a deficiency in the placement of traffic control warning devices and if an investigation confirms the deficiency, the director shall give written notification of the deficiency in the placement of traffic control warning devices to the permittee. The permittee shall make the required corrections within the period specified by the director. If the required corrections are not made within this period, the director may take action to place the required traffic control devices, or at his/her election shall revoke the permit. The rate to be charged for the traffic control devices placed by the city shall consist of fees and allied costs as determined by the director.~~

(e)

~~Violation due to failure or neglect on the part of the permittee to conform to all provisions as described in this division and such other conditions of the permit shall be reason for halting the activity and/or revocation of the permit by the director.~~

Sec. 20-12216. - Construction permits.

(a) Each such permit for street closures for construction related activities ~~described in this division~~ shall be requested in advance of the proposed street closure. Advance notification is waived when it is documented that the proposed work is of an emergency nature involving the public health, safety or welfare and such documentation is submitted to the director of public works.

(b) Each application and permit for closure shall accurately describe the part or parts of the street, alley, sidewalk or other public way to be closed, the period of such closure by the time and date of beginning and end thereof, and the purpose therefore. A copy of each such permit shall be promptly

delivered to the public works department, and the police and fire departments.

(c) The director of public works may waive the required permit for closure under the following conditions:

(1) All conditions excepted from the permit requirements in this division, subject to the limits described in subsections (c)(2) and (c)(3) of this section;

(2) For all proposed work conditions on local or residential streets, as defined by the director in the functionally classified street system, which is for less than eight hours duration and does not require more than one consecutive eight-hour period; provided, however, appropriate traffic control devices for the maintenance of vehicular and pedestrian traffic in accordance with city, state and federal guidelines shall be required; and, further provided, that persons performing work shall assume all responsibility and all liability for any and all damages, death or injuries resulting in any way from such work; and the performance of any work without a permit shall be deemed assumption of such responsibility and liability;

(3) For all proposed work on collectors, minor arterials and principal arterials, as defined by the director in the functionally classified street system, which is for less than four hours duration; provided, however, that the county traffic division shall be notified 24 hours in advance of the commencement of the work, and further provided that all traffic lanes shall be open from 6:00 a.m. to 9:30 a.m. and 4:00 p.m. to 6:00 p.m. or as directed by the county traffic division, and appropriate traffic control devices for the maintenance of vehicular and pedestrian traffic in accordance with city, state and federal guidelines shall be required; and further provided that persons performing work assume all responsibility and liability for any and all damages, death or injuries resulting in any way from such work; and the performance of any work without a permit shall be deemed assumption of such responsibility and liability.

~~Sec. 20-123. - Parade or public assembly permit required; exception.~~

(a)

~~No person shall engage in, participate in or aid any parade, unless a parade or public assembly permit shall have been obtained from the director after approval of the issuance of such permit from the city council.~~

(b)

~~This requirement shall not apply to:~~

(1)

~~Funeral processions by vehicle under the most reasonable route from the funeral home, church or residence of the deceased to the place of interment;~~

~~(2)~~

~~A governmental agency acting within the scope of its function; or~~

~~(3)~~

~~Lawful picketing or other orderly processions on the sidewalk or other public right-of-way not utilized for the movement of vehicular traffic that do not constitute loitering.~~

~~(c)~~

~~Sec. 20-124. - Application; filing period; contents.~~

~~(a)~~

~~A person seeking issuance of a parade or public assembly permit shall file an application with the city's public works director on forms provided.~~

~~(b)~~

~~An application for a parade or public assembly permit shall be filed with the city not less than 30 days nor more than 90 days before the date of the proposed parade or block party.~~

~~(c)~~

~~The application for a parade or public assembly permit shall set forth the information required by this division.~~

~~(d)~~

~~The director shall notify any person who has submitted a complete application for a permit under this section of the date on which city council shall consider the issuance of the permit for a parade or public assembly.~~

~~Sec. 20-125. - Standards for issuance; notice to city officials.~~

~~The director shall issue a parade or public assembly permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he/she finds that:~~

~~(1)~~

~~The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of the other traffic contiguous to the route;~~

~~(2)~~

~~The conduct of the parade or public assembly will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent adequate police protection of the city;~~

~~(3)~~

~~The conduct of the parade or public assembly will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;~~

~~(4)~~

~~The concentration of people, animals and vehicles at the assembly point of the parade will not unduly interfere with proper fire and police protection of or ambulance service to areas contiguous to the assembly areas;~~

~~(5)~~

~~The conduct of the parade will not interfere with the movement of firefighting equipment in route to a fire;~~

~~(6)~~

~~The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route;~~

~~(7)~~

~~The parade is not to be held for the sole purpose of advertising any product, goods or event and is not designed to be held primarily for private profit; however, the prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.~~

Sec. 20-126. - Costs for parade services.

(a)

~~Each person obtaining a permit shall be responsible for all costs for services provided by the city and county required in support of any parade. These costs shall include, but not be limited to, the following:~~

~~(1)~~

~~All signs, barricades and related traffic control support, manpower, equipment and materials;~~

~~(2)~~

~~All police services, manpower, equipment and material;~~

~~(3)~~

~~All sanitation, parks services, manpower, equipment and material;~~

~~(4)~~

~~All street sweeping and cleaning required, manpower, equipment and material; and~~

~~(5)~~

~~Administrative costs.~~

(b)

~~All costs will be determined by the department responsible for the provision of the appropriate service. The costs will be assembled by the public works department and shall be paid by the person requesting the permit a minimum of 15 days in advance of the parade. The city's public works department is authorized to issue the permit to the person upon payment to the city all costs as determined by the public works department and further upon approval by the director, the county fire department and the city police department.~~

~~**Sec. 20-127. - Late application.**~~

~~The director, upon good cause shown, shall have the authority to consider any application hereunder which is filed less than 30 days before the date on which the parade is proposed to be conducted.~~

~~**Sec. 20-128. - Duties of parade permittee.**~~

~~A permittee for a parade or public assembly permit shall comply with all permit directions and conditions and with all applicable laws and ordinances. The permittee shall produce the permit on request from any officer of the city and/or county.~~

~~**Sec. 20-129. - Rights reserved.**~~

~~The city reserves the right to cancel any event permitted, pursuant to this division.~~

~~**Secs. 20-130**117 through 156. - Reserved.~~

SECTION 4. REPEAL: Article II of Chapter 4 (Events and Entertainment) is hereby repealed.

SECTION 5: CREATION OF NEW ARTICLE: Article II of Chapter of the City of Miami Gardens Code of Ordinances is hereby created as follows:

Article I. Special Event Regulations

Section 4-19. Purpose and Intent.

1 The purpose of this article is to ensure that all special events within the city are properly
2 permitted to protect the health, safety and welfare of the city's citizens and to ensure the
3 proper coordination of city, county and other agencies services when necessary.

4 **Section 4-20. Definitions.**

5
6 The following words, terms and phrases, when used in this article, shall have the
7 meaning ascribed to them in this section, except where the context clearly indicates a
8 different meaning:

9
10 Applicant means a person or entity who has filed a written special event application.

11
12 Nonprofit means any bona fide charitable, benevolent, eleemosynary, education,
13 cultural, or governmental institution or organization, or any event held for nonprofit
14 purposes regardless of whether the sponsor is a for-profit or nonprofit organization.

15
16 Permittee means the applicant to whom the special event permit has been issued.

17
18
19 Public place(s) means streets, sidewalks, parkways, highways, boulevards, avenues,
20 alleys, plazas, medians, entrances and all spaces dedicated to the public or used in any
21 way by the city for the benefit of the public, including but not limited to, buildings, parks
22 and all public areas.

23
24 Special event means a temporary event, gathering, or organized activity on any city
25 street, public property, or private property, or in any city park, building or other facility,
26 when an organized activity is conducted involving one (1) or more of the following
27 factors:

- 28
29 1. Closing of a public street, sidewalk, or alleyway;
30
31 2. Blocking or restricting public property;
32
33 3. Blocking or restricting access to private property of others;
34
35 4. Use of pyrotechnics or special effects;
36
37 5. Use of open flame, explosions, or other potentially dangerous displays or actions;
38
39 6. Use or display of animals, aircraft, or watercraft;
40
41 7. Sale or service of merchandise, food or non-alcoholic and alcoholic beverages
42 on public and private property where otherwise prohibited by Ordinance;
43

- 1 8. Installation of a stage, band shell, vehicle(s), of any kind, trailer, van, portable
- 2 building, booth, grandstand, or bleachers on public or private property where
- 3 otherwise prohibited by Ordinance;
- 4
- 5 9. Placement of “No Parking” signs or barricades in a public right-of-way;
- 6
- 7 10. Amplification of music, voices, sounds, or activities that require a broadcast
- 8 permit;
- 9
- 10 11. Determination by city staff that the event will result in substantial impact on city
- 11 resources, facilities or public safety services in response thereto.
- 12

13 Examples of special events include but are not limited to the promotion of sales,

14 holidays, concerts, markets, seminars, expositions, community events, fairs, festivals,

15 carnivals, filming, processions, parades, circuses, amusement rides, rodeos,

16 fundraising, marathons and other running events, walkathons, block party, bicycle races

17 and tours, sporting events, revivals, dances, assemblages, or any other similar

18 organized activity, whether for profit or not for profit, wherein public or private property

19 are to be utilized and any other situations which are outside the normal scope of

20 permitted activities for a location, or which may have some impact on the community-at-

21 large.

22

23 Special event shall exclude any and all activities associated with standard park rentals.

24

25 Special event application is an official form to be completed by the person or entity

26 planning an event or activity on public or private property in the city and requesting

27 approval of said event or activity. The special event application is determined to be

28 complete on the date on which all the required documentation has been submitted. The

29 date for the special event shall be considered confirmed when the applicant has fully

30 complied with all the necessary requirements and the special event permit has been

31 issued by the city. The city’s acceptance of the special event application is not

32 considered approval of the planned event or activity.

33

34 Special event permit means written, signed authorization by the city to hold a special

35 event. All permits for special events shall be defined within one of the following

36 subcategories:

- 37
- 38 a) Broadcast permit: the applicant anticipates broadcasting or transmitting music or
- 39 sound by loudspeakers, amplifiers, public address systems, and similar devices
- 40 in such a manner that would be unreasonably loud and raucous or that would
- 41 reasonably be calculated to attract a crowd or cause numbers of persons to
- 42 congregate in or on any open space.
- 43
- 44
- 45 b) Block party, parade, and public assembly permit: the planned event will cause or
- 46 require one or more of the following:

- I. Temporary obstruction of or redirection of normal traffic flow on public right-of-way or traffic control during abnormally high traffic caused by an event;
- II. Temporary street closure to vehicular or pedestrian traffic, parking or other public use and for the use temporarily of any portion of any public street, alley, sidewalk, or any other public way;
- III. City, county, or staff involvement before, during and/or after the event, such as, but not limited to:
 - a) Planning or consultation;
 - b) Police officers and fire department;
 - c) Traffic control personnel.

Permits may be issued to persons or organizations, and a planned event is permitted only after city review and approval of the street closure, a traffic control plan, and payment of all costs anticipated to be incurred by the city.

- c) Film and print production permit: person or entity desiring to conduct commercial film, television, video and photography projects within the city in accordance with this Article.
- d) Retail sales from tent permit: the event or activity involves the display and sale of new merchandise from tent structure(s).
- e) Assembly, circus, and sporting event permit: the event or activity attracts people to a site to attend and/or participate in a traveling revival, entertainment production, or an organized athletic exhibition, which display among others preachers, ministers, community advocates, performers, animals, and contestants.
- f) Miscellaneous permit: a planned event or activity that does not correspond with the definitions expressed above.

Specified area means the public or private property wherein the special event is held as well as any affected surrounding area(s).

Standard park rental means any event held on a park facility with an estimated attendance of less than 150 participants.

A temporary structure means a tent, structure, stage, bandstand, bleachers, towers for lighting or sound, platforms, ventilation systems, enclosed cooking facilities, or similar structure that is erected for a period of less than 30 calendar days that is used for special events.

1 **Section 4-21. Event Permit Required**

2
3 A. Special event permits are required for all special events as defined by this Article,
4 and it shall be unlawful to engage in special event without a special event permit.
5

6
7 B. Application, contents.
8

9 Application to conduct a special event shall be made to the city manager or his/her
10 designee, in writing, by the person or persons in charge or responsible therefore. The
11 application shall set forth, at a minimum the following information:
12

- 13 1) The name and address of the organization, group, or person.
- 14
- 15 2) The name, address and telephone number, fax number and email address of the
16 applicant or person who will act as the person in charge of the special event and
17 be responsible for the conduct thereof.
- 18
- 19 3) The name and location of the event as well as the signature of the property
20 owner allowing the use of the subject property for the event, as well as the
21 signature of the person in charge of the event.
- 22
- 23 4) A list of the special event subcategories for the applicant to identify the nature of
24 the event or activity.
- 25
- 26 5) The estimated number of people attending the special event.
27
- 28 6) The number of participating event staff to be provided and the identifying marks
29 badges or symbols to be worn or used by the event staff.
- 30
- 31 7) A complete description of the event or activity for which a permit is requested
32 including the purpose of the event, and the number and types of vehicles (if any)
33 to participate.
- 34
- 35 8) The method of notifying participants of the terms and conditions of the special
36 event.
- 37
- 38 9) The exact date(s) and time(s) the event is to be conducted and the hours it will
39 commence and terminate.
- 40
- 41 10) The specific assembly and dispersal locations, the specific route and the plans, if
42 any, for disassembly and dispersal.
- 43
- 44 11) Whether any music will be provided, either live or recorded.
45

- 1 12) The number, types and locations of all loudspeakers and amplifying devices to
2 be used.
3
- 4 13) Whether any food or alcoholic beverages will be served. If alcohol is served, the
5 applicant shall obtain a permit issued from the State of Florida, Department of
6 Business Regulation, Division of Alcoholic Beverages and Tobacco and attach
7 the same to the special event permit application. The consumption of alcohol
8 shall be in accordance with Section 18-245 of the Miami Gardens Code of
9 Ordinances. The city retains the right to refuse to permit alcoholic beverages to
10 be sold or consumed at any special event. In determining whether the sale,
11 possession and/or consumption of alcoholic beverages should be permitted, city
12 may consider, among other factors, the nature of the event, the anticipated
13 number, age and/or conduct of persons attending the event, the days and/or
14 times of the event, uses of areas near the special event, and the anticipated
15 impact the sale, possession and/or consumption of alcoholic beverages would
16 have on the public place, it's uses and the special event.
17
- 18 14) Assurance that all food vendors are properly licensed by the appropriate
19 regulatory agency.
20
- 21 15) Assurance that the applicant will make provisions for adequate police presence,
22 if any, and that the applicant will conform to necessary fire prevention, building
23 code, public works requirements, and/or any other city/county/state rules,
24 regulations and guidelines. The level of police presence shall be determined by
25 the police department. The city reserves the right to deny any permit based on
26 the applicant's failure to meet any of the provisions listed above.
27
- 28 16) Assurance that the applicant will make provision for garbage and litter cleanup
29 associated with the special event during and after the special event in the
30 specified area. The assurance shall also include the posting of a performance
31 bond in the amount hereinafter provided, which bond shall be forfeited to the city
32 if the cleanup is not adequate. Adequacy of the cleanup effort will be assessed
33 by the city manager or his/her designee.
34
- 35 17) Assurance that the applicant will cause all booths, stands, signs and any other
36 movable fixtures pertaining to the event to be removed immediately after the
37 special event.
38
- 39 18) Assurance that the special event will be conducted for a lawful purpose.
40
- 41 19) A provision whereby the applicant shall agree to indemnify and hold harmless the
42 city, its servants, agents and employees, for all claims caused by or arising out of
43 the activities permitted.
44
- 45 20) As determined by the city, the applicant shall provide an appropriate policy of
46 insurance to protect the city from liability that may result from the special event.

21) Such other information as the city may deem necessary in order to provide for traffic-control, street and property maintenance and the protection of the public health, safety and welfare.

22) The city may grant permission to the sponsor of an event in a public right-of-way to charge an admission fee for attendance at the event. Consideration and granting of such permission shall be based upon the location and duration of the event, its impact upon traffic circulation, provisions for emergency access and crowd safety and control, the frequency of event at the location, and other appropriate factors.

23) Certify that the information provided on the application is true and factual.

Section 4-22. Posting of Permit.

All permits required by this Article shall be posted in a conspicuous location at the site on which the special event or activity will occur. Upon the request of any police officer or code compliance officer of the city, the owner, lessee of the property or other representative of the special event shall produce such permit for inspection.

Section 4-23. Designated Person Required.

A. The person designated in the permit application required in this section as being the person in charge of the event or activity for which the permit is sought must remain at the location of the event or activity during the entire time stated in the permit for which the event or activity is authorized.

B. Surrender of permit upon demand. It shall be unlawful and a violation of this section for the person designated in the permit application as being in charge of the event for which a permit is sought to fail or refuse to surrender the permit, on demand, to any state, county, or municipal police officer.

Section 4-24. Administrative Procedures.

The city manager is hereby authorized to promulgate reasonable rules and procedures for application for, issuance and revocation of such permits. These rules and procedures shall serve to implement the intent and purpose of this article so that necessary and beneficial activities may occur while providing for protection of the public.

Section 4-25. Criteria for Issuance; Bond.

1 Issuance of a permit under this section shall be based on a determination by the city
2 manager or his/her designee that the event or activity for which a permit is requested
3 does not constitute a threat to public safety, constitute a danger or impediment to the
4 normal flow of traffic, or constitute a potential disturbance of the peace and quiet of
5 persons outside the premises where the event or activity is located. The city manager or
6 his/her designee may require that a bond be posted in an amount sufficient to secure
7 the costs of cleanup, repair or replacement of damage or destruction of property. The
8 city reserves the right to retain all or a portion of any bond to defray any costs incurred
9 by the city because of the special event.

10 **Section 4-26. Time Limitation for Application.**

11
12 Unless otherwise stated herein, no permit shall be issued for a special event as outlined
13 in this article, unless application has been made not less than 30 days in advance of the
14 date on which the special event is sought to be held, except as follows: The city may
15 consider an application for permits filed less than 30 days before the special event upon
16 good cause showing and payment of two times the non-refundable permit fee and
17 payment for all actual costs incurred by the city in expediting said request including
18 overtime costs. Said costs are in addition to all costs and charges contained in this
19 article.

20 **Section 4-27. Limitation on Frequency of Special Event.**

21
22 A person or entity is restricted to four (4) special events or activities per calendar year
23 and no more than one (1) special event or activity within a three (3) month period.
24

25 **Section 4-28. Issuance or Denial of Permit.**

26
27 If the city determines that the special event does not conform to all of the requirements
28 of this Article, the city manager or his/her designee shall have the right to deny the
29 application for a permit. Such decision shall be considered final.
30

31 Subsequent permits under this section may be denied to, or a bond required of, any
32 person known to have violated the provisions of a previous permit issued in accordance
33 with this Article.

34 **Section 4-29. Conditions.**

35
36 Any permit granted under this article may contain conditions reasonably calculated to
37 reduce or minimize dangers and hazards to vehicular or pedestrian traffic and the public
38 health, safety and welfare, including but not limited to changes in time, duration or
39 number of participants. For the purposes of public safety and welfare, the city manager
40 or his/her designee may order the temporary closing of streets and/or may temporarily
41 prohibit parking along it during the event, and shall direct the posting of proper warning
42 signs in connection therewith. If the applicant desires to request street closures such
43 application shall be made to the Director of Building and Code Compliance and shall be

1 in accordance with Section 4-37 of this Article. The applicant will be responsible for all
2 costs and fees associated with street closures.
3

4 **Section 4-30. Temporary Signs for Special Events.**
5

6 It is unlawful for any person to install, alter, erect, construct, post, paint, secure or
7 relocate any sign, banner, lighting, or advertising without prior written approval from the
8 city’s Planning and Zoning Department.
9

10 Applications for a permit required under this section must be submitted to the
11 Department of Building and Code Compliance at least thirty days (30) days prior to the
12 date of the event for which the permit is requested. All applications will be routed to the
13 Planning & Zoning Department for approval.
14

15 **Section 4-31. Parking and Traffic Circulation.**
16

17 In general, special events shall be conducted at improved sites that include asphalt or
18 other similar hard surface pavement for parking and traffic circulation. Off-street parking
19 for special events shall comply with requirements of the Zoning Code insofar as the
20 amount of spaces required, minimum parking space size, and minimum aisle widths.
21 Unimproved or unpaved areas intended for temporary parking and traffic circulation
22 shall be allowed at the discretion of the Director of Building Services and Code
23 Compliance. Temporary barriers, guides, signs, and other temporary markings shall be
24 erected and placed around and within the parking area to facilitate safe and efficient
25 vehicular traffic flow on site.
26

27 **Section 4-32. Revocation of Permit.**
28

29 A. The city reserves the right to refuse to issue or to revoke any permit granted
30 herein, in the event the city determines that the permittee(s) has not complied
31 with any of the rules or regulations provided herein. Any such violations of the
32 rules and regulations provided for herein shall immediately deem the permit
33 revoked. The city shall have the immediate right, through the Miami Gardens
34 Police Department, to close any establishment that has been granted a permit
35 and the permittee(s) release both the city and the Miami Gardens Police
36 Department from any and all liability with respect to that matter.
37

38 B. Any person dissatisfied or aggrieved with the decision of the city with reference
39 to denial of his/her application for such permit or the revocation of such permit
40 may, within ten (10) days after such denial or revocation, appeal to and appear
41 before the city manager. The city manager’s decision shall be final.
42

1 **Section 4-33. Additional Requirements.**

2
3 All applicants for special event permits are required to obtain all necessary building
4 permits and approvals from the city, Miami-Dade County, and the State of Florida prior
5 to engaging in the event. In addition, all such special events, including all
6 appurtenances thereto shall meet with the written approval of the Miami-Dade Fire
7 Rescue Department including but not limited to:

- 8
9 a. Plans, diagrams, ratings, affidavits, and or other documentation as may be
10 required
11 b. Parking requirements
12 c. Signage requirements
13 d. Spacing requirements
14 e. Heating or cooling specifications
15 f. Fire watch as may be required

16
17 **Section 4-34. Granting of Permit.**

18
19 The granting of a permit herein shall not entitle a person or entity to any other permit for
20 future purposes.

21
22 **Section 4-35. Exemptions.**

23
24 The following events shall be exempt from obtaining a special events permit:

- 25
26 a) Political or public issue events. However, persons planning such an event shall
27 notify the city manager's office when a political or public issue event is planned
28 so that police, fire, and other emergency service organizations will be aware of
29 the time, place, and scope of the event and the name or names of persons in
30 charge.
31
32 b) Lawful picketing or other orderly processions on the sidewalk or other public
33 right-of-way not utilized for the movement of vehicular traffic that do not
34 constitute loitering.
35
36 c) Funeral processions from the funeral home, church or residence of the deceased
37 to the place of interment shall be exempt from the terms of this article.
38
39 d) Any motor vehicle, motorboat or other vehicle of the city, the county or the state
40 or licensed public utility vehicle within the city while engaged in necessary public
41 business.
42
43 e) Any governmental agency acting within the scope of its function.
44

- 1 f) Tents temporarily erected for camping and for events to be held at single-family
- 2 residences, do not require a building permit. However, building permits are
- 3 required for temporary tents and membrane structures that are larger than 10' by
- 4 12' or any size membrane structure used for the sale of items such as legal
- 5 fireworks, Christmas trees, pumpkins, stuffed animals and/or flowers.
- 6
- 7 g) City-initiated events are exempt from the terms of this article.
- 8
- 9 h) School Board- sponsored activities shall be exempt from the terms of this article.

10 **Section 4-36. Film and Print Production Permits.**

11
12
13 All film permits shall be obtained from Miami-County in accordance with the city's inter-

14 local agreement with the county. Upon request, any person conducting filming within

15 the city shall produce a county filming permit.

16 **Section 4-37. Block Party and Parade Permit.**

17
18 All applications for block party and parade permits will be routed to the Public Works

19 Department for approval.

20
21
22 A. Inspections, other approvals.

23 All installations, work, maintenance and improvements regulated by this article

24 shall be subject at all times to inspection by the city. The director may require

25 whatever documents, drawings or certificates necessary to effect

26 B. Authorization and powers of director.

27 (1) The public works director or his/her designee is authorized and

28 empowered to issue a permit for the closure to vehicular or pedestrian

29 traffic, parking or other public use and for the use temporarily of any

30 portion of any public street, alley, sidewalk, or any other public way for the

31 following purposes and upon any of, and not limited to, the following

32 conditions:

33
34 (a) Whenever it is necessary, expedient or desirable, in the determination

35 of the director;

36
37 (b) Conducting parades or block parties, as provided for in this section.

38 (2)

1 The director is authorized and empowered to utilize the Manual of Uniform
2 Traffic and Control Devices (MUTCD) for the placement of uniform traffic
3 control devices consistent with state and federal law to provide for the safe
4 and efficient movement of pedestrians and vehicles through and around
5 areas described in subsection (a) of this section.

6 (3)

7 Each permit shall contain the information in connection therewith and shall
8 require the permittee to:

9 (a)

10 Indemnify and hold the city harmless from all claims, suits or
11 actions of any kind whatsoever arising out of or resulting from the
12 closure, the issuance of the permit or the operations or activities of
13 the permittee. The final responsibility for all activities and the
14 installation and maintenance of traffic control devices shall rest with
15 the permittee.

16 (b)

17 Obtain and keep in force at all times during the full period for which
18 the privileges hereunder are granted, a policy or policies of public
19 liability and property damage insurance, protecting the city, its
20 officers, agents and employees against any and all liability due to
21 death, injury or damage to property arising out of, or any way
22 incidental to the permittee's activities. The permittee agrees to
23 provide the policy or policies in comprehensive form, in an amount
24 of not less than \$1,000,000.00 combined single limit, per
25 occurrence, bodily injury, including death and property damage.
26 The insurance policy shall also contain broad form contractual
27 coverage applicable to this application and permit and, specifically,
28 including the indemnification and hold harmless clause contained
29 herein. Additionally, the permittee must provide that the city is listed
30 as an additional insured on all required policies. The permittee shall
31 obtain a certificate of insurance evidencing the coverages
32 described on all required policies. The standard insurance
33 certificate language that states "endeavor to" must be eliminated.
34 Such certificate of insurance shall be submitted to the public works
35 department prior to the date of the assembly and parade.

36 1.

37 The director, with the consent and approval of the city
38 manager, can waive the requirements for block parties
39 where the permittee is an owner of a single-family residence
40 whose property abuts the permitted area. A refundable
41 security deposit to the city in the amount of \$500.00 shall be
42 required for each such application. In addition, the prior
43 written consent of all property owners whose property abuts
44 the permitted area is required. If the permitted area used by
45 permittee during the block party is not restored to its prior

condition and cleaned up by 11:00 p.m. on the date of the block party, the city may draw upon such security deposit to cover the restoration and cleanup costs. If the security deposit paid to the city is not sufficient to cover the restoration and clean up costs, the permittee shall immediately pay to the city any additional costs for restoration and cleanup costs.

2.

The director, with the consent and approval of the city manager, can also waive the requirements for city-franchised utilities, the state, the county or other governmental body, board or authority which are self-insured in limits exceeding those set forth therein; provided further, however, that this waiver shall not be applicable to any contractor or subcontractor employed by any of them.

(4)

In the event that the city is required to file legal action against permittee to collect any amounts, the city shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

C. Duty of permit holders; correction of deficiencies.

(1) A permittee for a temporary street closure under this division shall comply with all permit directions and conditions and with all applicable laws, provisions of this Code and other county and city ordinances.

(2) A permittee shall suitably and effectively place, in accordance with federal, state and city guidelines, proper signs, barricades and other traffic control devices at all times during the period of closure.

(3) A permittee shall provide off-duty police officers for vehicular and/or pedestrian traffic control as required by the director.

(4) Upon notification to the director of a deficiency in the placement of traffic control warning devices and if an investigation confirms the deficiency, the director shall notify the deficiency in the placement of traffic control warning devices to the permittee. The permittee shall make the required corrections within the period specified by the director. If the required corrections are not made within this period, the director may take action to place the required traffic control devices, or at his/her election shall revoke the permit. The rate to be charged for the traffic control devices placed by the city shall consist of fees and allied costs as determined by the director. The director may approve the use of a third party vendor to provide traffic control devices on behalf of the permittee.

(e) Violation due to failure or neglect on the part of the permittee to conform to all provisions as described in this division and such other conditions of the permit shall be reason for halting the activity and/or revocation of the permit by the city.

D. Parade or public assembly permit required; exception.

(a) No person shall engage in, participate in or aid any parade, unless a parade or public assembly permit shall have been obtained from the director after approval of the issuance of such permit from the city.

(b) Any other activities, which in the discretion of the director, do not require a permit.

E. Standards for issuance; notice to city officials.

The director may issue a parade or public assembly permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he/she finds that:

(1) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of the other traffic contiguous to the route;

(2) The conduct of the parade or public assembly will not require such a number of police officers so as to prevent adequate police protection of the city;

(3) The conduct of the parade or public assembly will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;

(4) The concentration of people, animals and vehicles at the assembly point of the parade will not unduly interfere with proper fire and police protection of or ambulance service to areas contiguous to the assembly areas;

(5) The conduct of the parade will not interfere with the movement of firefighting equipment in route to a fire;

(6) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route;

(7) The parade is not to be held for the sole purpose of advertising any product, goods or event and is not designed to be held primarily for private profit; however, the prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.

G. Costs for parade services.

(1) Each person obtaining a permit shall be responsible for all costs for services provided by the city and county required in support of any parade. These costs shall include, but not be limited to, the following:

- 1 (a) All signs, barricades and related traffic control support, labor,
- 2 equipment and materials;
- 3 (b) All police services, labor, equipment and material;
- 4 (c) All sanitation, parks services, labor, equipment and material;
- 5 (d) All street sweeping and cleaning required, manpower, equipment
- 6 and material; and
- 7 (e) Administrative costs.

8

9 (2) All costs will be determined by the department responsible for the

10 provision of the appropriate service. The costs will be assembled by the public

11 works department and shall be paid by the person requesting the permit a

12 minimum of 15 days in advance of the parade. The city's public works

13 department is authorized to issue the permit to the person upon payment to the

14 city all costs as determined by the public works department and further upon

15 approval by the director, the county fire department and the city police

16 department.

17

18 H. Duties of parade permittee.

19 A permittee for a parade or public assembly permit shall comply with all

20 permit directions and conditions and with all applicable laws and ordinances. The

21 permittee shall produce the permit on request from any officer of the city and/or

22 county.

23 **Section 4-38. Broadcast Permits.**

- 24
- 25 (a) *Permit required; presumption.* It shall be unlawful and a violation of this section
- 26 for any person, firm, partnership or corporation to play, broadcast or transmit
- 27 music in such a manner as would reasonably be calculated to attract a crowd or
- 28 cause numbers of persons to congregate in or on any open space, lot, yard,
- 29 sidewalk or street, or to permit the same to occur on or from any property
- 30 owned, leased or occupied by said person, firm, partnership, or corporation,
- 31 without first having obtained a permit to do so from the city. The use of any
- 32 amplifier or loudspeaker to play, broadcast or transmit music shall constitute
- 33 prima facie evidence that the music is being played, broadcasted or transmitted
- 34 in such a manner as would reasonably be calculated to attract a crowd or cause
- 35 numbers of persons to congregate.
- 36
- 37 (b) *Permit contents, time restrictions.* Permits issued under this section shall
- 38 specify the date and time during which the activity authorized by the permit may
- 39 be conducted. No permit shall be issued that encompasses more than three(3)
- 40 calendar days, or a span of hours in excess of six (6) hours per day; nor shall
- 41 the requested activity commence or continue beyond the hour of 10:00 p.m. in
- 42 any case, except as provided under Section 16-26 of the Code of Ordinances..

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- (c) Broadcast Permit application information. The application for a permit under this section shall contain the following information:
 - (1) The name, date of birth, address and telephone number of the person who will be in charge of the activity for which a permit is requested.
 - (2) The name of the person, firm, partnership or corporation seeking the permit.
 - (3) The exact date and times for which the permit is sought.
 - (4) The exact location of the event for which a permit is requested.

- (d) Filing application for permit. Applications for a permit required under this section must be submitted to the department of building and code compliance at least fifteen (15) days prior to the date of the event for which the permit is requested. All applications will be routed to the police department for approval. The police department is authorized to deny a request for a broadcast permit for applications filed less than fifteen (15) days prior the event or activity except as follows: the police chief may consider an application for a broadcast permit filed less than fifteen (15) days before the special event upon good cause showing and payment of two times the non-refundable permit fee.

- (e) Procedures for administering permits. The police chief is hereby authorized and directed to promulgate reasonable rules and procedures for the application, issuance and revocation of such permits.

- (f) Criteria for permit issuance;. Issuance of the permit required under this section shall be based on a determination by the police department that the event for which a permit is requested does not constitute a threat to public safety; constitute a danger or impediment to the normal flow of traffic; or constitute a potential disturbance of the peace and quiet of persons outside the premises where the event is located.

- (g) Review of permit denial or revocation: Any person dissatisfied or aggrieved with the decision of the chief of the police department with reference to denial of his/her application for such permit or the revocation of such permit may, within ten (10) days after such denial or revocation, appeal to and appear before the city manager or his/her designee; and, upon the affirmance or approval of the action taken by the chief of the po999lice department, such action shall be final and subject to judicial review by writ of certiorari in accordance with the state rules of appellate procedure. In the event the city manager or his/her designee, upon the original review, determines that the applicant is entitled to such permit, then in that event the chief of the police department shall immediately issue such permit.

1 **Section 4-39. Schedule of fees.**

2
3 The schedule of fees for special events shall be as established by the city council by
4 resolution.

5 **Section 4-40. Special Requirements.**

6
7
8 (a) In general. Businesses located in the Planned Corridor Development (PCD),
9 Neighborhood Commercial (NC) and Industrial (I1 and I2) zoning districts, holding a
10 current business tax receipt and certificate of use, shall be permitted to engage in
11 the retail sale of new merchandise from tents, subject to the following limitations and
12 requirements:

13
14 (1) Limitations. The hours of operation of a tent sale for retail merchandise,
15 other than the sale of Christmas trees and fireworks as provided elsewhere, shall
16 not extend beyond three consecutive days, from 9:00 a.m. to 8:00 p.m. daily, for
17 each permit issued. The hours of operation may not be extended for any
18 circumstance or reason. A permit may not be extended to expand the hours of
19 operation. Other than a Christmas tree and a firework sale, no more than two
20 additional tent sales may be conducted at the same location during the calendar
21 year. The same location extends to the boundary lines of the property or
22 shopping center. Tent sales shall be conducted within the boundary lines of the
23 same property or shopping center where the business of the permit holder is
24 located. The permit holder shall not operate more than one tent sale at the same
25 location during the calendar year, and must have current business tax receipts at
26 the location of application. Used, second-hand or discarded merchandise or
27 wholesale merchandise shall not be sold or offered for sale from tents. The tent
28 sale shall be conducted within the required setbacks of the property, although
29 setback and parking requirements may be waived by the planning and zoning
30 department if the tent sale is conducted within an area reserved for parking. Such
31 waiver shall be based on whether there is sufficient and adequate parking to
32 allow for the tents sale in the parking area.

33
34 (2) Requirements. Retail sales from tents are allowed only by issuance of a
35 permit by the city. Prior to the issuance of a permit, the applicant must pay the
36 applicable permit fee, provide proof of insurance, written authorization of the
37 property owner if the applicant is not the property owner and a certification by the
38 Miami-Dade County fire marshal that the tent has been inspected and is in
39 compliance with applicable fire safety regulations.

40
41 (b) Display of permit. Before the offer of sale or sale of any retail merchandise from a
42 tent, the city permit shall be prominently displayed on the premises.

43
44
45 **Section 4-41. Special Requirements for Christmas Trees and Fireworks.**

1 A. Sale of Christmas trees

- 2
- 3 1. Christmas tree sales can only be conducted on properties zoned Planned
- 4 Corridor Development (PCD) and Neighborhood Commercial (NC).
- 5
- 6 2. Application for the building permit must be submitted at least fourteen days prior
- 7 to the date the Christmas tree sales will commence.
- 8
- 9 3. Written approval from Miami-Dade Health Department.
- 10
- 11 4. An executed agreement between the property owner and the Christmas tree
- 12 retailer, giving permission to use the property for the sale of Christmas trees and
- 13 the dates of operation.
- 14

15 B. Sale of legal fireworks

- 16
- 17 1) Legal firework sales can only be conducted on property zoned Planned
- 18 Corridor Development (PCD) and Neighborhood Commercial (NC).
- 19
- 20 2) There shall be no smoking in tents, and appropriate “No Smoking” signs shall
- 21 be displayed conspicuously.
- 22
- 23 3) Fireworks shall be sold in packages or zip locked or tied polyethylene bags.
- 24
- 25 4) Sales from motor vehicles are prohibited.
- 26
- 27 5) Fireworks shall not be stored, sold or dispensed in any manner where
- 28 combustibles or flammable materials are dispensed.
- 29
- 30 6) Fireworks shall be stored on skids or pallets a minimum of 4” off the ground to
- 31 protect the chemical stability of the compounds from moisture.
- 32
- 33 7) All merchandise must be removed from the tent daily unless an approved
- 34 security system is provided.
- 35
- 36 8) All storage containers shall be labeled “Class C Explosives” or “Explosives
- 37 1.4G”.
- 38
- 39 9) Site drawing identifying parking spaces.
- 40

41 C. Special requirements for tents sales of sparklers

- 42
- 43
- 44 1) There shall be no smoking in tents, and appropriate “No Smoking” signs shall be
- 45 displayed conspicuously.

- 1
- 2) Sparklers shall be sold in packages or zip locked or tied polyethylene bags.
- 3
- 4) Sales from motor vehicles are prohibited.
- 5
- 6) Sparklers shall not be stored, sold or dispensed in any manner where combustibles or flammable materials are dispensed.
- 7
- 8
- 9) Sparklers shall be stored on skids or pallets a minimum of 4" off the ground to protect the chemical stability of the compounds from moisture.
- 10
- 11
- 12) All merchandise must be removed from the tent daily unless an approved security system is provided.
- 13
- 14
- 15) All storage containers shall be labeled "Class C Explosives" or "Explosives 1.4G".
- 16
- 17) Sparkler sales can only be conducted on property zoned Planned Corridor Development (PCD) and Neighborhood Commercial (NC).
- 18
- 19
- 20) Applications for the building permit must be submitted at least fourteen days prior to the date the sparkler sales will commence.
- 21
- 22
- 23) Site drawing identifying parking spaces.
- 24
- 25) Written approval from Miami-Dade Health Department .
- 26
- 27) Executed agreement between the property owner and the sparkler retailer, giving permission to use the property for the sale of sparklers and the dates of operation.
- 28
- 29

30 **Section 4-42. Special Requirements for Assemblies, Circuses, Carnivals,**
31 **Sporting Event, and Charitable Bazaars.**

- 32
- 33
- 34 a. Parking requirements for circuses, carnivals, and sporting events shall be
35 calculated on a basis of one parking space for every fifty (50) square feet of tent
36 area. All such parking spaces must be provided on the subject site.
- 37
- 38 b. A letter from the property owner authorizing the event and dates of the event.
- 39
- 40 c. A letter from the sponsor detailing the event.
- 41
- 42 d. Written approval from Miami-Dade Health Department.
- 43
- 44 e. Written approval from Miami Gardens Police Department.
- 45

- 1 f. A tent revival is permitted on bona fide church premises, on properties zoned
2 NC, PCD, I-1, and I-2. Special events by the city are exempt from this provision
3
- 4 g. A carnival tent is permitted on bona fide school properties.
5
- 6 h. Signed waivers of objection from 100% of all property owners within 500 feet or
7 signed waivers of objection from 80% of all property owners or tenants of
8 residential buildings within 1,000 feet of the site proposed for the tent revival,
9 including their addresses.
10

11 **Section 4-43. Amusement Rides.**

12
13 (a) The use of more than three (3) amusement rides is prohibited. For the operation of
14 such rides, professional operators can be employed, if they are permitted on the
15 grounds only during the legal hours of operation. The city council may authorize the use
16 of more than three (3) amusement rides where the sponsoring organization presents to
17 the city council a plan of operation setting forth the following items:
18

- 19 (1) The number and type of rides and of games to be provided;
- 20 (2) A plot plan demonstrating the layout of the rides;
- 21 (3) A plan for the evacuation of all persons from the amusement location area in
22 the event of accident;
- 23 (4) The method of cleaning up and restoring the amusement area at the
24 conclusion of the carnival.
- 25 (5) State of Florida Safety inspection reports
26

27 (b) The city shall require that the sponsoring organization post a bond sufficient to
28 assure that the amusement area will be restored to the condition it was in prior to the
29 carnival.
30

31 (c) Professional operators, concessionaires, employees, entertainers or proprietors of
32 such amusement rides shall be, and they are hereby required to register in a book of
33 registration to be kept by the chief of police, and required to be fingerprinted and
34 photographed by either the Police Department, prior to beginning work at any such
35 employment or place of business. Said persons shall be required to comply with any
36 all state statues regulating amusement park and amusement park personnel.
37

38 (d) All booths and attractions of any nature must be operated by the sponsoring
39 organization and all moneys collected in connection with any operation must be handled
40 directly by such members. Membership in an affiliated organization does not permit
41 participation.
42

43 (e) The use of power or light auxiliary units is prohibited. The operation of such
44 bazaars will be limited to 8:00 p.m. Sunday through Thursday and to 10:00 p.m. on
45 Friday and Saturday.
46

1 (f) The exchange of money as a prize in connection with any operation is prohibited.
2
3

4 **Section 4-44. Events held in conjunction with the Super Bowl.**
5
6

7 The city shall issue temporary special event permit for events held in conjunction with
8 the Super Bowl based upon the following terms and conditions:
9

- 10 (a) City of Miami Gardens is host to the Super Bowl
- 11
- 12 (b) Planned event or activity will be held no earlier than 3 weeks prior the Super
13 Bowl game.
- 14
- 15 (c) Permits shall only be issued to lawfully licensed and permitted restaurants
16 holding valid City of Miami Gardens local business licenses and Certificates of
17 Use.
- 18
- 19 (d) Permits shall only be permitted in Planned Corridor Development (PCD) and
20 Neighborhood Commercial (NC) zoning district(s)
- 21
- 22 (e) Restaurants applying for a permit shall be required to comply with all other
23 Codes and Ordinances including the fire codes and noise ordinance(s).
- 24
- 25 (f) Those restaurants applying for a permit with alcoholic beverage licenses must
26 comply with all State and local regulations relating to all alcoholic beverage
27 licenses, including permitted hours of sale.
- 28
- 29 (g) Private duty security or off-duty police officers shall be provided by the
30 permittee(s) at its own expense. Police Department, upon review of a completed
31 application, shall determine the number of officers required.
- 32
- 33 (h) Permittee(s) shall comply with all parking requirements for restaurant uses in
34 accordance with the approved site plan for the establishment and in accordance
35 with applicable city regulations.
- 36
- 37 (i) Permits shall not be applicable to cabarets, nightclubs, bars or other similar
38 establishments.
- 39
- 40 (j) Permittee(s) shall be required to indemnify the city and to provide insurance to
41 the city listing the city as an additional insured.
- 42
- 43 (k) All permits shall automatically expire on the expiration date expressly printed on
44 the permit card.
45

(l) Permittee(s) shall be required to complete an application and to pay a five hundred (\$500.00) dollar non-refundable application fee and a one thousand (\$1,000.00) dollar deposit to the city. This deposit shall be refunded to the permittee(s) upon expiration of the permit in event permittee(s) have complied with all of the rules and regulations relating to the issuance of the permit. In the event the permittee(s) do not comply with all of the rules and regulations, the city retain the deposit.

(m) Permittee(s) with outstanding code enforcement violations shall not be eligible for a permit.

Section 4-45. Penalties.

Persons engaged in a special event without a permit, or are otherwise found to be in violation of this Article, shall be subject to enforcement by city police or code enforcement officers, through the issuance of immediate cease and desist orders, the violation of which may subject the offender to the following immediate fines, imprisonment, or by both fine and imprisonment in the discretion of the county court: for the first offense a fine of \$1,000.00; for the second offense a fine of \$3,000.00; and for the third offense and subsequent offenses a fine of \$5,000.00 or by imprisonment not to exceed sixty (60) days. For repeat offenders, the city manager may decline to issue permits to such person or entity for one year, or such other period as the manager deems appropriate.

SECTION 6. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

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

SECTION 8. INCLUSION IN THE CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance"

1 may be changed to "Chapter," "Section," "Article" or such other appropriate word or
2 phrase, the use of which shall accomplish the intentions herein expressed; provided,
3 however, that Section 1 hereof or the provisions contemplated thereby shall not be
4 codified.

5 SECTION 9. EFFECTIVE DATE: This Ordinance shall become effective
6 immediately upon its final passage.

7 PASSED ON FIRST READING ON THE ___ DAY OF _____ 2011.

8 PASSED AND ADOPTED on second reading this _____ day of _____, 2011

9 _____
10 SHIRLEY GIBSON, MAYOR

11 ATTEST:

12 _____
13 RONETTA TAYLOR, MMC, CITY CLERK

14 Prepared by SONJA K. DICKENS ESQ.
15 City Attorney

16 SPONSORED BY: Danny O. Crew, City Manager

17 MOVED BY:

18 VOTE:

19 Mayor Shirley Gibson	___(Yes)	___(No)
20 Vice Mayor Aaron Campbell	___(Yes)	___(No)
21 Councilwoman Lisa C. Davis	___(Yes)	___(No)
22 Councilman Oliver Gilbert, III	___(Yes)	___(No)
23 Councilwoman Felicia Robinson	___(Yes)	___(No)
24 Councilman André Williams	___(Yes)	___(No)
25 Councilman David Williams Jr.	___(Yes)	___(No)

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Permit# _____

DRAFT

CITY OF MIAMI GARDENS

BUILDING AND CODE COMPLIANCE DIVISION

REQUEST FOR SPECIAL EVENT

Date of Application _____

Section I.

Applicant Information

Organization Type: Individual Corporation Non-Profit/501(c)(3) Charitable Organization
(Please attach supporting documents)

Applicant/Organization Name _____

Applicant Address _____

Phone Number _____ Fax Number _____

Event Details

Event Contact Designee _____ Phone Number _____

Email _____

Address _____

Event Date(s) _____

Event Start Time _____ Event End Time _____

Event Location _____

Event Categories: (Please check all that apply)	
<input type="checkbox"/> Antique/Art/Auction/Craft Show	<input type="checkbox"/> Bike/Race/Run/Triathlon/Walk
<input type="checkbox"/> Boat/Car Show/Festival/Market/Tournament	<input type="checkbox"/> Church/Concert/Entertainment
<input type="checkbox"/> Fires/Fireworks	<input type="checkbox"/> Fundraiser <input type="checkbox"/> TV Commercial/Movie Filming
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Parade

Permit# _____

Description of Event in Detail (Please attach a separate page, if needed) _____

Number of participants expected _____ Number of event staff _____

Will staff have identifiers? (i.e. Identification Cards, Badges, Shirts, Etc) Yes No

If so, give a description _____

Has this event been held in the past? Yes No

If so, indicate the date(s) of the last event: _____

Please check all that apply:

Music Live Entertainment Food Street Closure

Parade (Please attach intended route map)

Tent(s) # _____ Size of tent(s) _____ (If greater than 10x10, building permit required)

Bounce House(s) # _____

Refuse Removal/Sanitary Facilities

Other (please describe) _____

Section III.

For Commercial Locations, do you have a current:

Business Tax Receipt Certificate of Use Alarm Registration

Will alcoholic beverages be served at your event? Yes No

If so, what times will the alcoholic beverages be served? _____

Will there be any use of pyrotechnics and/or fireworks displays at this event? Yes No

City Personnel: Based on responses to questions within this application certain City personnel may be required, i.e. Police Officers, Community Service Aides, etc. Once staffing needs are determined, applicant will be required to complete and sign a contract detailing obligated City personnel costs necessary to assist with event. The applicant will receive an invoice for payment for any City Personnel by the City Finance Department prior to event. _____

Permit# _____

Insurance Requirement (excluding private property): Please provide the City of Miami Gardens with a Certificate of Insurance for the property and liability coverage of the event, naming the City of Miami Gardens as additional insured. _____

Items due no later than 15 business days PRIOR to event (some may not apply): Site Plan, Parking Plans, Alcohol Certificate, Current Insurance Certificate, Signed City Personnel Contract, Application Fee, Damage Deposit, 501(c)(3) Certificate, Residential Impact Notification, Security Plan, Temporary Signage Permit, Fliers. _____

Non-Compliance of any item listed in this permit may result in denial of current or future events. _____

Fees & Charges:

Special Notice: During review by various City Departments, additional conditions may be imposed. This permit is only valid for the time indicated on this permit. In event that the applicant fails to fulfill the requirements (as set forth in this permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, the permit will be voided immediately by authorized City personnel and denial of future events may occur.

Applicant Agreement and Waiver of Liability:

I, the undersigned, will indemnify, defend and hold harmless, the City of Miami Gardens, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims of damages, demands or judgments to any person or property which may result now or in the future from conduct of this event. The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. The undersigned agrees to pay all required fees and charges and will abide by all the rules and procedures presented therein and non-compliance may result in denial of current or future events.

Signature of Applicant

Date

Print

Required Items for Permit Application Submittal Checklist

Items Needed	Received		
	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Block Party Permit Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parade/Public Assembly Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Broadcast Permit Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Permit Application
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Temporary Signage Permit Application
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Miami-Dade Filming Permit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Site Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Route Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance of Traffic Plan (M.O.T.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Off-duty Officer/Security Contract
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of Staff Identifier
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Owner Letter of Approval (Commercial Property Only)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Residential Impact Notification
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	State Alcohol License
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Food Preparation License
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	501(c)(3) Certificate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insurance Certificate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security Deposit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Application Fees



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X			N/A			
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Building and Code Compliance			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY'S CODE OF ORDINANCES REGARDING TOWING PERMITS; AMENDING SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING SECTION 24-159 REGARDING NONCONSENT TOWING FROM PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24, ARTICLE IV OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the City's Strategic Plan, the Code Compliance Division has been working on streamlining and automating various administrative and enforcement processes. As a part of these

**ITEM I-1) ORDINANCE
SECOND READING/PUBLIC HEARING
Amending the Towing Ordinance**

efforts, current legislation is being reviewed to determine if amendments to the existing regulations may be required to facilitate automation or to enhance the efficiency and effectiveness of various programs.

Article IV (Towing) of the City's Code of Ordinances is the first set of regulations to be reviewed. This section regulates the owners and operators of towing companies conducting business in the City of Miami Gardens. In general, a towing company is required to obtain and renew a City permit, meet specific notification and signage requirements, charge rates in accordance with the limits established by the City, and ensure safe access for the retrieval of the vehicle. Both non-consent tows and immobilization of vehicles are governed by Article IV (Towing).

City staff examined these provisions in order to identify practical solutions to improve the administrative functions as well as ensure full automation of the program and have made the following determination:

1. The documentation stipulated in the regulations are superfluous; and
2. The record keeping requirements in the ordinance were voluminous; and upon further evaluation of the effectiveness of this recordkeeping, and in an effort to reduce the amount of paper generated and stored, staff is proposing certain amendments:

The amendments to Article IV (Towing) proposes the deletion of the following requirements:

- Collection of all drivers' license numbers and service dates of each vehicle in the fleet;
- Tow companies management and maintenance plans as well as communication systems;
- Notifying the City about insurance update/cancellation and naming the City as an additional insured to its policy;
- Furnishing the contractual agreements with private property owners;
- Regulating the information that is printed on receipts; and
- Approval of the signs posted on the property.

The Adoption of this amendment will improve the overall efficiency of the program.

Proposed Action:

Staff recommends the adoption of the attached ordinance amending Article IV (Towing) to ensure alignment with the City's strategic goal to streamline operations and enhance organizational effectiveness.

Attachment:

ORDINANCE NO. 2011 _____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY'S
5 CODE OF ORDINANCES REGARDING TOWING PERMITS; AMENDING
6 SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING
7 SECTION 24-159 REGARDING NONCONSENT TOWING FROM
8 PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING
9 REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR
10 CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF
11 TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24,
12 ARTICLE IV OF THE CODE OF ORDINANCES; PROVIDING FOR
13 ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES
14 IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
15 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

16
17 WHEREAS, in accordance with the City's strategic plan, City staff is working on
18 streamlining and automating various administrative and enforcement processes, and

19 WHEREAS, to complete this task, City staff is reviewing legislation to determine
20 if amendments to existing regulations are necessary, and

21 WHEREAS, City staff recently reviewed Chapter 24, Article IV of the City's Code
22 of Ordinances which regulates towing, and

23 WHEREAS, the current Ordinance requires superfluous documentation and
24 voluminous recordkeeping requirements, and

25 WHEREAS, in order to facilitate the City's goal to improve overall efficiency, staff
26 recommends the proposed amendments,

27 NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Added language is underlined. Deleted language is stricken through.

32 Section 2. AMENDMENT: Section 24-126 of the Code of Ordinances, shall
33 be amended as follows:

34 (a) It shall be unlawful for any person to recover, tow or remove a
35 vehicle or provide storage in connection therewith or to cause or
36 permit any other person for compensation to recover, tow or
37 remove a vehicle or provide storage in connection therewith, or to
38 advertise or offer to recover, tow or remove a vehicle or provide
39 storage in connection therewith within the city limits of the city,
40 without first obtaining and maintaining a current towing permit
41 pursuant to the provisions of this article; provided, however, that a
42 property owner without a towing permit may cause or allow the
43 removal of a vehicle from his/her property in accordance with the
44 provisions of this article. The provisions of this article do not apply
45 to persons who use a towing vehicle to transport their vehicles
46 purely for personal, family, household or recreational use.

47
48 (b) Nothing in this article shall be construed to prohibit the discharge or
49 storage of a vehicle lawfully recovered, towed or removed in
50 another county and lawfully transported into Miami-Dade County
51 and/or the city; nor shall anything in this ordinance be construed to
52 prohibit a vehicle owner or his/her authorized agent from requesting
53 the services of a towing business not regularly doing towing
54 business in the county and/or the city to remove the owner's vehicle
55 to a location outside the county.

56
57 (c) Nothing in this article shall be construed to prevent a natural person
58 from working in an employment relationship for another person
59 holding a valid license under this ordinance; however, any person
60 who is an independent contractor and not an employee of a
61 licensed person is also subject to all the requirements and
62 provisions of this article.

63
64 (d) Every application for a towing permit shall be in writing, signed and
65 verified by the applicant, and filed with the building and code
66 compliance department together the appropriate processing fee, as
67 established by resolution by the city council of the city. The
68 statements contained in the application shall become a part of the
69 towing permit and may be modified only in accordance with the
70 provisions of this article.

71
72 (e) Every application for a towing permit shall be on a form prescribed
73 by the city manager or his/her designee and shall contain all the
74 information required by that form, including, but not limited to:

Added language is underlined. Deleted language is stricken through.

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- (1) Sufficient information to identify the applicant, including but not limited to, full legal name, date of birth or of formation of legal entity, telephone numbers, and all business and residence addresses. If the applicant is a corporation, the foregoing information shall also be provided for each corporate officer, director, resident agent and shareholder. If the applicant is a partnership, the foregoing information shall also be provided for each general and limited partner. Post office box addresses shall not be accepted;
- (2) A copy of the valid towing license issued by the county consumer services department;
- (3) The make, model, and manufacturer's serial number of the vehicles utilized in such towing activities;
- ~~(4) The date the vehicle was put into service;~~
- ~~(5) The driver's license number of the owner and of all towing service vehicle operators;~~
- ~~(6) (4) The name of the insurance company or companies with which the owner and operators have liability insurance coverage for the operation of the vehicle as required by law~~
A copy of a properly completed certificate of insurance evidencing all required insurance coverages pursuant to Section 30-165 of the Miami-Dade County Code of Ordinances;
- ~~(7) (5)~~ Any trade name under which the applicant operates, intends to operate, or has previously operated, and a description of proposed, existing and previous towing vehicles' colors and markings;
- ~~(8) A description of the applicant's management plan, which shall include but not be limited to the following:~~
 - ~~a. The location and description of all places of business;~~
 - ~~b. A description of all existing towing vehicles and equipment;~~

Added language is underlined. Deleted language is stricken through.

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- ~~e.~~ A description of the plan and facilities for maintaining towing vehicles and equipment;
 - ~~d.~~ A system for handling complaints and accidents;
 - ~~e.~~ Insurance coverage; and
 - ~~f.~~ A description of any communication system;
- (9) ~~(6)~~ A description of nonconsent tower services proposed to be provided, including but not limited to days and hours of operation and types of towing and storage services to be provided;
- ~~(10)~~ Proof of insurance as required by this article;
- ~~(11)~~~~(7)~~The signature of each individual applicant, owner, partner, officer, or authorized agent; and
- ~~(12)~~~~(8)~~An agreement on the part of the applicant to abide by the provisions of this article, the applicable ordinances/codes of the county, and the laws of the state.
- (f) It shall be a violation of this section to fail to report, within 15 calendar days, to the city building and code compliance department any material change pertaining to the information supplied by the applicant or licensee for his/her license, including, but not limited to, changing the location of any of the applicant's place of business.
- (g) Each nonconsent tower who applies for a towing permit shall ~~provide with his/her application for a permit the following:~~ certify that the existing or proposed towing rates and charges are less than or equal to the maximum rates established by the City.
- ~~(1)~~ A listing of all of his/her existing or proposed rates and charges in a format approved by the city manager or his/her designee;

Added language is underlined. Deleted language is stricken through.

- 157 ~~(2) The names and addresses of corporate officials that can~~
158 ~~accept service of process for the towing company and such~~
159 ~~other information as may be required;~~
160
161 ~~(3) An agreement to indemnify and hold harmless the city for~~
162 ~~any actions taken by the applicant;~~
163
164 ~~(4) Such additional information about the nonconsent tower~~
165 ~~applicant as the code enforcement director may deem~~
166 ~~appropriate.~~
167
168 ~~(h) It shall be unlawful for any tow truck company receiving~~
169 ~~compensation to recover, tow, or remove a vehicle or to provide~~
170 ~~vehicle storage services in connection therewith, until that company~~
171 ~~has filed with the city, for each tow truck and tow truck company, an~~
172 ~~insurance policy or policies or certificates of insurance which shall~~
173 ~~indemnify/insure such company for its liability, at a minimum, as~~
174 ~~follows:~~
175
176 ~~(1) Auto liability for each tow truck: \$500,000.00 combined~~
177 ~~single limit.~~
178
179 ~~(2) General/garage liability:~~
180
181 ~~a. \$500,000.00 combined single limit.~~
182
183 ~~b. Garage keeper's liability, \$50,000.00 for any one~~
184 ~~vehicle and \$100,000.00 per occurrence.~~
185
186 ~~c. \$50,000.00 on-hook cargo liability coverage for each~~
187 ~~vehicle.~~
188
189 ~~(3) Worker's compensation as required by state law.~~
190
191 ~~(i) All insurance policies required shall be issued by insurance~~
192 ~~companies authorized and qualified to do business in the state.~~
193 ~~Such insurance companies must carry a "B+" rating or higher as~~
194 ~~determined by the A.M. Best Guide. No policy shall be accepted~~
195 ~~which is less than a six-month duration. Each policy shall be~~
196 ~~endorsed to provide for 30 days notice by U.S. mail to the city of~~
197 ~~any material change, cancellation or expiration of the policy.~~
198

Added language is underlined. Deleted language is stricken through.

199 (j) ~~A properly completed certificate of insurance evidencing all~~
200 ~~insurance coverages shall be made available to the article upon~~
201 ~~application for an operating permit. The city must be named as an~~
202 ~~additional insured on said policies.~~

203
204 (k) ~~Evidence of the renewal of the policy shall be filed with the article~~
205 ~~prior to such policy's expiration date. Failure to file such evidence~~
206 ~~of insurance, or failure to have same in full force and effect, may~~
207 ~~result in denial of a permit, revocation or suspension of the permit,~~
208 ~~a denial of renewal of such permit, issuance of a civil citation, a~~
209 ~~misdemeanor conviction or other such remedies available to the~~
210 ~~article herein.~~

211
212 ~~(j)~~(h) Failure to provide current certificates of insurance or policies or
213 failure to maintain the required coverage for each tow truck/tow
214 truck company shall result in suspension of the towing operating
215 permit, which shall remain in effect until proof of compliance with
216 this section is submitted to the director and approved.

217
218 (m) ~~Insurance requirements do not apply to governmental agencies.~~
219

220 Section 3. AMENDMENT: Paragraph (8) of Section 24-157 of the Code of
221 Ordinances shall be amended as follows:

222 * * * * *

223 (8) ~~Persons who provide services pursuant to this section shall~~
224 ~~file and keep on record with the building and code~~
225 ~~compliance department a complete copy of all current rates~~
226 ~~charged for the recovery, towing or removal of vehicles and~~
227 ~~storage provided in connection therewith. Such persons~~
228 ~~shall also display prominently at each vehicle storage site a~~
229 ~~schedule of all charges and rates for removal of vehicles at~~
230 ~~the request of property owners. The rate schedule shall be~~
231 ~~posted prominently in the area designated for the vehicle~~
232 ~~owner or his/her agent to transact business. Such area shall~~
233 ~~provide shelter, safety and lighting adequate for the vehicle~~
234 ~~owner or his/her authorized representative to read the~~
235 ~~posted rate schedule. Further, notice shall be posted~~
236 ~~advising the vehicle owner or his/her authorized~~
237 ~~representative of the right to request and review a complete~~
238 ~~schedule of charges and rates for towing services provided~~

Added language is underlined. Deleted language is stricken through.

239 at police request for the jurisdiction in which the police order
240 to tow was made.

241 * * * * *
242

243 Section 4. AMENDMENT: Paragraph (a) of Section 24-159 of the Code of

244 Ordinances shall be amended as follows:

245 (a) It shall be unlawful for any person to tow or cause to be towed any
246 vehicle parked on private real property unless the owner, operator,
247 or agent has obtained the appropriate towing permit from the City;
248 and the provisions of F.S. § 715.07 have been complied with,
249 together with the following requirements:

250
251 (1) ~~The owner, operator, or agent must obtain the appropriate~~
252 ~~towing permit from the city.~~

253
254 (2) ~~The owners of the real property and the towing service shall~~
255 ~~have executed, at least 24 hours prior to the towing or~~
256 ~~removal of any vehicle, a written agreement for~~
257 ~~nonconsent/trespass towing, which agreement shall contain~~
258 ~~the following provisions:~~

259
260 a. ~~The duration of the agreement;~~

261
262 b. ~~The time of day that such towing or removal is~~
263 ~~authorized;~~

264
265 c. ~~The days of the week that such towing or removal is~~
266 ~~authorized;~~

267
268 d. ~~The fees to be paid for the towing or the removal;~~

269
270 e. ~~The signatures of both the property owner, or the~~
271 ~~authorized representative, and the owner, or~~
272 ~~authorized representative, of the towing service,~~
273 ~~certifying that each has read and is in compliance~~
274 ~~with all the provisions of F.S. § 715.07.~~

275

Added language is underlined. Deleted language is stricken through.

312 Section 6. AMENDMENT: Section 24-163 of the Code of Ordinances
313 shall be deleted as follows:

314 **~~Posting of towing signs required.~~**

315 (a) ~~It shall be unlawful for a person hired by the owner of private~~
316 ~~property within the city to do any trespass towing without having~~
317 ~~first obtained approval of the code enforcement and licensing~~
318 ~~department of the signs posted on the property. In addition to the~~
319 ~~requirements of F.S. § 715.07, the wording on the sign shall~~
320 ~~indicate if towing is conducted other than normal business hours by~~
321 ~~the posting of a sign indicating "24 hours per day."~~

322
323 (b) ~~All parking regulation announcement signs shall be brought into~~
324 ~~compliance with this section within 90 days of the effective date of~~
325 ~~the ordinance from which this article is derived.~~

326
327 SECTION 7. RENUMBERING: The remaining sections of Chapter 24, Article IV
328 are hereby renumbered.

329 Section 8. CONFLICT: All ordinances or Code provisions in conflict herewith
330 are hereby repealed.

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

336 Section 10. INCLUSION IN CODE: It is the intention of the City Council of
337 the City of Miami Gardens that the provisions of this Ordinance shall become and be
338 made a part of the Code of Ordinances of the City of Miami Gardens and that the
339 section of this Ordinance may be renumbered or relettered and the word "Ordinance"

Added language is underlined. Deleted language is stricken through.

340 may be changed to "Chapter," "Section," "Article" or such other appropriate word or
341 phrase, the use of which shall accomplish the intentions herein expressed.

342 Section 11. EFFECTIVE DATE: This Ordinance shall become effective
343 immediately upon its final passage.

344 PASSED ON FIRST READING ON THE 23rd DAY OF MARCH, 2011.

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

346 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI

347 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF

348 _____, 2011.

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ATTEST:

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SHIRLEY GIBSON, MAYOR

359

RONETTA TAYLOR, MMC, CITY CLERK

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

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363

SPONSORED BY: DR. DANNY CREW, CITY MANAGER

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Moved by: _____

367

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Second by: _____

369

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VOTE: _____

371

372

Mayor Shirley Gibson _____ (Yes) _____ (No)

373

Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

374

Councilwoman Lisa Davis _____ (Yes) _____ (No)

375

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

Added language is underlined. Deleted language is stricken through.

376	Councilwoman Felicia Robinson	____(Yes)	____(No)
377	Councilman Andre' Williams	____(Yes)	____(No)
378	Councilman David Williams Jr.	____(Yes)	____(No)
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380			

Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	N/A		
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	<i>Human Resources Department</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH UNIFI COMPANIES FOR 457 DEFERRED COMPENSATION RETIREMENT SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Currently, the City of Miami Gardens offers a 457 Deferred Compensation Retirement Plan through ICMA for all employees. While this benefit has been suspended temporarily, in the past, the City would match up to 3% of the employees' base salary as a matching contribution. The plan allows an employee to voluntarily set aside part of their salary into a tax deferred retirement account.

**ITEM K-1) CONSENT AGENDA
RESOLUTION
Agreement w/ UNIFI Companies**

The City adopted a contract with ICMA Retirement Plans in 2004, when the number of full time employees in the City was less than 50. Since that time, the number of employees has grown significantly with the creation of new departments. With a full time complement of over 450 employees, all at different stages in their professional careers, there has been a desire expressed by the employees of the City that they have a wider array of investment options for their 457 Deferred Compensation Retirement funds. In response to this request, the City Manager is proposing that the City Council adopt an agreement with UNIFI Companies /Ameritas Retirement Plans as an additional 457 Retirement Plan provider.

As with ICMA, UNIFI Companies /Ameritas Retirement Plan products and services would be offered to the employees at no administrative cost to the City, as the program participants pay all fees (with the exception of the matching contribution benefit noted above). UNIFI employs the services of a financial advisor who is familiar with South Florida local governments and currently provides retirement education seminars and financial advice for:

- The City of Boca Ration
- National Organization of Black Law Enforcement Executives
- Florida Sheriff's Association
- FBI National Academy Associates
- Florida Department of Law Enforcement

Proposed Action:

It is recommended that the City Council approve the City's agreement with UNIFI Companies for the provision of 457 Deferred Compensation Retirement Plan services.

Attachment:

- Attachment A – Adoption Agreement
- Attachment B – Database Financial Letter
- Attachment C – Application
- Attachment D – Fund Choices

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH UNIFI COMPANIES FOR 457 DEFERRED COMPENSATION RETIREMENT SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2004, the City of Miami Gardens has offered a 457 Deferred Compensation Retirement Plan through ICMA Retirement Plans for all employees, and

WHEREAS, City employees have expressed a desire for a wider array of investment options for their 457 retirement funds, and

WHEREAS, in response to this request, the City Manager proposes that the City Council authorize the execution of an Agreement with UNIFI Companies to serve as an additional 457 Deferred Compensation Retirement Plan provider, and

WHEREAS, as with ICMA, the products and services offered by UNIFI Companies will be offered to employees at no administrative cost to the City,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk, to execute and attest, respectively, that certain Agreement with UNIFI Companies for 457 Deferred Compensation Retirement Services, a copy of which is attached hereto as Exhibit "A".

31 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
32 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
33 be maintained by the City, and one to be delivered to UNIFI Companies.

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

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

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SHIRLEY GIBSON, MAYOR

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44 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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56 Moved by: _____

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58 **VOTE:** _____

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60 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
61 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
62 Councilman David Williams Jr.	_____ (Yes)	_____ (No)
63 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
64 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
65 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
66 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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City of Miami Gardens
GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

SECTION 1
EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION:

Name: City of Miami Gardens

Address: 1515 NW 167 Street, Bldg. 5-200

City, State, Zip Code: Miami Gardens, FL 33169

Telephone: (305) 622-8000

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 11-3695944

1-3 TYPE OF EMPLOYER (optional):

(a) State

(b) Political Subdivision of a State: (Describe) _____

(c) Agency or Instrumentality of a State: (Describe) _____

(d) Other governmental entity: (Describe) Local Government

1-4 EMPLOYER'S TAX YEAR END: The Employer's tax year ends 09/30

1-5 RELATED EMPLOYERS: (optional) List any Related Employers. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME: City of Miami Gardens 457 Deferred Compensation Plan

2-2 TYPE OF CONTRIBUTIONS: (Check all that apply.)

(a) Salary Deferral Contributions

(b) Employer Matching Contributions

(c) Employer Contributions

2-3 PLAN YEAR:

(a) Calendar year

(b) The 12-consecutive month period ending on _____ each year.

(c) Other: _____

SECTION 3 ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- | Deferral | Match | ER | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Nonresident aliens who receive no compensation from the Employer which constitutes U.S. source income. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Employees who normally work less than <u>35</u> hours a week. (See Section 2.02(b)(5) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer (see Section 2.02(b)(6) of the Plan) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Other: _____ |

3-2 **INDEPENDENT CONTRACTORS:** Independent Contractors of the Employer are excluded from participation in the Plan, unless the Employer specifically elects otherwise below. If the Employer so elects, the term Employee as used in the Plan shall include the eligible Independent Contractors. Select the types of contributions for which Independent Contractors are eligible.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Independent Contractors may participate in the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Describe any special rules applicable to Independent Contractors: _____ |

SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

- | Deferral | Match | ER | |
|-------------------------------------|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) There is no minimum service requirement for participation in the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) One Year of Service (as defined in Section 2.03(a) of the Plan and AA §4-3). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) The completion of _____ consecutive full calendar months of employment during which the Employee is credited with at least _____ Hours of Service or the completion of a Year of Service. [If no minimum Hours of Service are required, insert one (1) in the second blank line.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) The completion of _____ Hours of Service during an Eligibility Computation Period. [If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (5) Two (2) Years of Service. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (6) Describe eligibility conditions: _____ |

- (b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum age for Plan eligibility.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Age 21.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Age 18.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) Other:_____.

- 4-2 **ENTRY DATE:** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [Note: If any of (b) – (f) is completed for a contribution source, also complete one of (g) – (j) for the same contribution source.]

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Monthly. The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Payroll period. The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) The first day of the Plan Year.

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) coinciding with or next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) nearest the satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) preceding the satisfaction of the minimum age and service requirements.

- 4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.60 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of _____ Hours of Service during an Eligibility Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years.

Deferral Match ER

- (c) **Elapsed Time method.** [Check the same contribution source as checked in AA §4-1(a)(6) above.] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a _____ period of service to participate in the Plan. (See Section 2.03(a)(5) of the Plan.)

- (d) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the Plan). The Equivalency Method will apply to:
 - (1) All Employees.
 - (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.

 - (3) **Monthly.** 190 Hours of Service for each month worked.
 - (4) **Daily.** 10 Hours of Service for each day worked.
 - (5) **Weekly.** 45 Hours of Service for each week worked.
 - (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

- (e) **Special eligibility provisions.** The following special eligibility provisions apply: _____

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral Match ER

- (a) **Automatic Eligibility.** An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service conditions:
 - (1) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable)
 - (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page)
 - (3) _____ [insert date]

- (b) **Describe other effective date provisions:** _____

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under (b) below.

- (a) **Identify Predecessor Employer(s):**
 - _____
 - _____
 - _____
 - _____

- (b) **The following special rules apply with respect to service with a Predecessor Employer:** _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.51 of the Plan for a specific definition of the various types of Total Compensation.

- (a) W-2 Wages
- (b) Code §415 Compensation.
- (c) Wages under Code §3401(a).

[For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.51 of the Plan) includes post-severance compensation, to the extent provided in Section 1.51(b) of the Plan. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the Limitation Year that includes such date of severance from employment is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.51(b) of the Plan.

The following amounts paid after a Participant’s severance from employment are excluded from Plan Compensation.

- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
- (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

(b) **Continuation payments for military service and disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for military service and disabled Participants. To count Total Compensation paid after severance of employment on account of military service and/or disability, check the appropriate selections under this subsection (b).

- (1) **Payments for military service.** Total Compensation includes amounts paid to an individual who does not currently perform services for the Employer by reason of qualified military service to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. See Section 1.51(c)(1) of the Plan.
- (2) **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.51(c)(2) of the Plan.

5-3 **PLAN COMPENSATION.** Total Compensation (as defined in AA §5-1 above) with the following exclusions described below.

- | Deferral | Match | ER | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Elective Deferrals (as defined in Section 1.41 of the Plan), pre-tax contributions to a cafeteria plan, a Code §403(b) plan or a Code §401(k) Plan, and qualified transportation fringes under Code §132(f)(4) are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) All fringe benefits, expense reimbursements, deferred compensation, and welfare benefits are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Compensation above \$ _____ is excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Amounts received as a bonus are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Overtime payments are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Amounts received after severance from employment are excluded. (See Section 1.51(b) of Plan.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (h) Describe adjustments to Plan Compensation: Compensation above an employee’s base salary will be excluded. |

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [If (2), (3) or (4) is checked for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated below.]

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on _____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** In determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below.

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

**SECTION 6
EMPLOYER CONTRIBUTIONS**

- 6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- Yes
 No [If No, skip to Section 6A.]

- 6-2 **EMPLOYER CONTRIBUTION FORMULAS.** For the period designated in AA §6-5 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 or AA §6-4, as applicable.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

- (b) **Fixed contribution.**
 (1) _____ % of each Participant's Plan Compensation.
 (2) \$ _____ for each Participant.

- (c) **Service-based contribution.** The Employer will make:
 (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
 (2) **Fixed percentage.** _____ % of Plan Compensation paid for each period of service designated below.
 (3) **Fixed dollar.** \$ _____ for each period of service designated below.

The service-based contribution selected under this (c) will be based on the following periods of service:

- (4) Each Hour of Service
 (5) Each week of employment
 (6) Describe period: _____

[Note: Any period described in subsection (6) cannot exceed a 12-month period.]

6-3 ALLOCATION FORMULA.

- (a) **Pro rata allocation.** The Employer Contribution under AA §6-2 will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount. If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b). If both a discretionary and fixed Employer Contribution is selected in AA §6-2, this subsection (a) may be selected for both contribution formulas.
- (b) **Permitted Disparity Method.** The allocation for each Eligible Participant is determined under the Permitted Disparity formula.
 - Excess Compensation under the Permitted Disparity Method** is the amount of Included Compensation that exceeds: *[If this selection is not checked, Excess Compensation under the Permitted Disparity Method is the amount of Included Compensation that exceeds the Taxable Wage Base.]*
 - (1) _____% (may not exceed 100%) of the Taxable Wage Base.
 - (i) The amount determined under (a) is not rounded.
 - (ii) The amount determined under (a) is rounded (but not above the Taxable Wage Base) to the next higher:
 - (A) \$1. (B) \$100. (C) \$1,000.
 - (2) _____ (may not exceed the Taxable Wage Base).
- (c) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).
- (d) **Describe other allocation method:** _____

6-4 SPECIAL RULES. No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

- (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation earned during the following period:

 - (1) Plan Year quarter. (2) calendar month.
 - (3) payroll period. (4) Other: _____

[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.]
- (b) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

6-5 ALLOCATION CONDITIONS. A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) _____ Hours of Service during the Plan Year.
 - (2) _____ consecutive days of employment with the Employer during the Plan Year.
- (e) **Exceptions.** The above allocation condition(s) will not apply if the Employee:
 - (1) dies during the Plan Year.
 - (2) terminates employment as a result of a Disability.
 - (3) terminates employment after attainment of Normal Retirement Age in the current Plan Year or any prior Plan Year.
 - (4) terminates employment after attainment of Early Retirement Age in the current Plan Year or any prior Plan Year.

SECTION 6A
SALARY DEFERRALS

- 6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?
- (a) Yes. This is a Salary Deferral only Plan. The Employer will make no other contributions to the Plan.
 - (b) Yes. This Plan permits Salary Deferrals and other Employer Contributions.
 - (c) No. [If "No" is checked, skip to Section 6B.]
- 6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** A Participant may defer an amount up to the Elective Deferral Dollar Limit. See Sections 5.02 and 5.03 of the Plan.
- 6A-3 **MINIMUM DEFERRAL RATE.** There is no minimum deferral rate applicable to Salary Deferrals under the Plan.
- 6A-4 **AGE 50 CATCH-UP CONTRIBUTIONS.** The following provisions apply with respect to Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan).
- (a) Age 50 Catch-Up Contributions are permitted under the Plan.
 - (1) Age 50 Catch-Up Contributions are eligible for any Matching Contributions under the Plan.
 - (2) Age 50 Catch-Up Contributions are not eligible for any Matching Contributions under the Plan (other than Safe Harbor Matching Contributions).
 - (b) Age 50 Catch-Up Contributions are not permitted under the Plan.
- 6A-5 **SPECIAL 457 CATCH-UP CONTRIBUTIONS.** The following provisions apply with respect to Special 457 Catch-Up Contributions (as defined in Section 3.03(e) of the Plan).
- (a) Special 45 Catch-Up Contributions are permitted under the Plan.
 - (1) Special 457 Catch-Up Contributions are eligible for any Matching Contributions under the Plan.
 - (2) Special 457 Catch-Up Contributions are not eligible for any Matching Contributions under the Plan (other than Safe Harbor Matching Contributions).
 - (b) Special 457 Catch-Up Contributions are not permitted under the Plan.
- 6A-6 **CHANGE OR REVOCATION OF DEFERRAL ELECTION:** In addition to the Participant's Entry Date under the Plan, a Participant may change, revoke or resume a Deferral Election (on a prospective basis) as of the dates designated under the Salary Deferral Agreement or other written procedures adopted by the Plan Administrator.
- 6A-7 **AUTOMATIC DEFERRAL ELECTION.** No automatic deferral election applies under Section 3.03(c) of the Plan.
- To provide for an automatic deferral election, complete this AA §6A-8.
- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), an Eligible Participant will be deemed to have entered into a Salary Deferral Election with a _____% of Total Compensation deferral election for each payroll period, unless the Participant makes a contrary Salary Reduction Agreement. Unless designated otherwise by the Participant, any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals.
 - (b) **Automatic increase.** If elected under this subsection (b), the automatic deferral amount set forth in subsection (a) will increase each Plan Year by the following percentage:
 - (1) _____% of Total Compensation
but not in excess of
 - (2) _____% of Total Compensation

- (c) **Application of automatic deferral provisions.** This automatic deferral election will apply to:
 - (1) all Participants who have not entered into a Salary Reduction Agreement (including an election not to defer under the Plan).
 - (2) all Participants who have not entered into a Salary Reduction Agreement as of _____ that is at least equal to the automatic deferral amount under subsection (a).
 - (3) only Employees who become Participants on or after _____ and who do not enter into a contrary Salary Reduction Agreement (including an election not to defer under the Plan).

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the Plan.)

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
 - (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) _____ (insert date).
- (b) **Automatic deferral provisions.** The automatic deferral provisions under AA §6A-8 are effective as of _____ . [If this (c) is not checked and the Plan applies an automatic deferral election under AA §6A-8, such automatic deferral provisions are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9.]

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRAL.** The following special rules apply to Salary Deferrals: _____

**SECTION 6B
MATCHING CONTRIBUTIONS**

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.
- No. [Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 7.]

6B-2 **MATCHING CONTRIBUTION FORMULAS:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
 - (1) _____ % of Salary Deferrals made for each period designated in AA §6B-5 below.
 - (2) \$ _____ for each period designated in AA §6B-5 below.

- (c) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

Salary Deferrals (% of Plan Compensation or dollar amount)	Match %
<input type="checkbox"/> (1) Salary Deferrals up to first _____% or \$_____	_____%
<input type="checkbox"/> (2) Salary Deferrals up to _____% or \$_____	_____%
<input type="checkbox"/> (3) Salary Deferrals up to _____% or \$_____	_____%
<input type="checkbox"/> (4) Salary Deferrals up to _____% or \$_____	_____%

[Note: All tiers must be based on percentages or dollar amounts (but not both)]

- (d) **Discretionary tiered match.** The Employer will make a discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals. The Employer may determine the amount of Matching Contribution to be made with respect to each tier of Salary Deferrals.

Salary Deferrals (% of Plan Compensation or dollar amount)
<input type="checkbox"/> (1) Salary Deferrals up to first _____% or \$_____
<input type="checkbox"/> (2) Salary Deferrals up to _____% or \$_____
<input type="checkbox"/> (3) Salary Deferrals up to _____% or \$_____
<input type="checkbox"/> (4) Salary Deferrals up to _____% or \$_____

[Note: All tiers must be based on percentages or dollar amounts (but not both).]

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching Percentage
<input type="checkbox"/> (1) Up to _____ Years of Service	_____%
<input type="checkbox"/> (2) Up to _____ Years of Service	_____%
<input type="checkbox"/> (3) Up to _____ Years of Service	_____%
<input type="checkbox"/> (4) Years of Service above _____	_____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

6B-3 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

- (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.
- (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:
- (1) _____% of Plan Compensation.
 - (2) \$_____.
 - (3) A discretionary amount determined by the Employer.
- (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) _____% of Plan Compensation.
 - (2) \$_____.

6B-4 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-3) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-3, check one of (a) – (d) below.

- (a) payroll period.
- (b) Plan Year quarter.
- (c) calendar month.
- (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the Plan for a discussion of the "true up" requirements applicable to Matching Contributions.]

6B-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) _____ Hours of Service during the Plan Year.
 - (2) _____ consecutive days of employment with the Employer during the Plan Year.
- (d) **Exceptions.** The above allocation condition(s) will not apply:
 - (1) if the Employee dies during the Plan Year.
 - (2) if the Employee terminates employment as a result of a Disability.
 - (3) if the Employee terminates employment after attainment of Normal Retirement Age in the current Plan Year or any prior Plan Year.
 - (4) if the Employee terminates employment after attainment of Early Retirement Age in the current Plan Year or any prior Plan Year.

6B-6 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

**SECTION 7
NORMAL RETIREMENT AGE**

7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

- (a) Age 62 (not to exceed 65).
- (b) The later of (1) age _____ (not to exceed 65) or (2) the _____ (not to exceed 5th) anniversary of the date the Employee commenced participation in the Plan.
- (c) _____ (may not be later than the maximum age permitted under subsection (b)).

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

Yes

No [If "No" is checked, skip to Section 9. See Section 7.11(a) of the Plan for default forfeiture rules.]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the Plan for a description of the various vesting schedules under this AA §8-2.

- (a) **Employer Contributions (see AA §6)**
 - (1) Full and immediate vesting.
 - (2) Three-year cliff vesting schedule
 - (3) Six-year graded vesting
 - (4) Modified vesting schedule
 - ____% after 1 Year of Service
 - ____% after 2 Years of Service
 - ____% after 3 Years of Service
 - ____% after 4 Years of Service
 - ____% after 5 Years of Service
 - ____% after 6 Years of Service

- (b) **Matching Contributions (see AA §6B)**
 - (1) Full and immediate vesting.
 - (2) Three-year cliff vesting schedule
 - (3) Six-year graded vesting
 - (4) Modified vesting schedule
 - ____% after 1 Year of Service
 - ____% after 2 Years of Service
 - ____% after 3 Years of Service
 - ____% after 4 Years of Service
 - ____% after 5 Years of Service
 - ____% after 6 Years of Service

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

(a) None, all service with the Employer counts for vesting purposes.

(b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the Plan for rules regarding Predecessor Service.)

(c) Service completed before the Employee's _____ birthday is excluded.

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

(a) dies

(b) terminates employment due to becoming Disabled

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER Match

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of _____ [must be less than 1,000] Hours of Service during a Vesting Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Vesting Computation Period (VCP). Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <input type="checkbox"/> (1) The 12-month period beginning with the anniversary of the Employee’s date of hire. <input type="checkbox"/> (2) Describe: _____ <p><i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked. <p>If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (5) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) Special vesting provisions. No special vesting provisions apply unless designated under this subsection (e): _____ |

8-6 **ALLOCATION OF FORFEITURES.** Any forfeitures occurring during a Plan Year will be:

ER Match

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Used to reduce Employer and/or Matching Contributions. |

For purposes of this AA §8-8, forfeitures will be applied:

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (c) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under this AA §8-8:

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (e) Forfeitures will be used to pay Plan expenses. |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures will not be used to pay Plan expenses. |

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 7.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur upon the completion of _____ [cannot exceed 5] consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan) following the Cash-Out Distribution.

**SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution Unless selected otherwise under subsection (e) below, a Participant may take a distribution of his/her entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

- (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
- Minimum distribution amount.** A Participant may not take a partial lump sum distribution of less than \$_____.
- (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.
- (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.
- (e) **Describe:** _____

[Note: Any distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 DISTRIBUTION OF SMALLER AMOUNTS

- (a) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the Plan.
- (b) The Participant has discretion to receive a distribution of smaller amounts as described in Section 8.06 of the Plan.

9-3 TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.

(a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the completion of _____ Breaks in Service.
- (5) Describe: _____

[Note: Any distribution event described in (5) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

(b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 may receive a lump sum distribution of his/her vested Account Balance within a reasonable period following:

- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) Describe: _____

[Note: Any distribution event described in (4) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-4 SPECIAL RULES.

(a) **Availability of Involuntary Cash-Out Distributions.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.06 of the Plan.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following terminated Participants.

- (1) **No Involuntary Cash-Out Distribution.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan.
- (2) **Lower Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:
 - (i) \$1,000
 - (ii) \$ _____ (must be less than \$5,000)

(b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.06 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000 (to the extent available under the Plan).

To override this default provision, check this subsection (b).

- Check this (b) to apply the Automatic Rollover provisions under Section 8.06 of the Plan to all Involuntary Cash-Out Distributions (including those below \$1,000).

(c) **Treatment of Rollover Contributions.** Unless elected otherwise under this (c), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and Section 8.04(a) of the Plan. To include Rollover Contributions for purposes of applying the Plan's distribution rules, check below.

- In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be included.

SECTION 10
UNFORESEEN EMERGENCY DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §10-1.

Deferral Match ER

- (a) No in-service distributions are permitted, except upon attainment of age 70 ½.
- (b) The occurrence of an Unforeseen Emergency.

10-2 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-2.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.
- (b) A Participant may take no more than _____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$_____ (may not exceed \$1,000).
- (d) If a distribution is permitted upon the occurrence of an Unforeseen Emergency in AA §10-1 above, a Participant may take such a distribution after termination of employment.
- (e) Describe: _____

10-3 **REQUIRED BEGINNING DATE – NON-5% OWNERS.** In applying the required minimum distribution rules under Section 9 of the Plan, the Required Beginning Date for non-5% owners is:

- (a) the later of attainment of age 70½ or termination of employment.
- (b) the date the Employee attains age 70½, even if the Employee is still employed with the Employer.

SECTION 11
MISCELLANEOUS PROVISIONS

11-1 **VALUATION DATES.** The Plan is valued annually, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral Match ER

- (a) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
- (b) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
- (c) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
- (d) **Describe:** _____

[Note: The Employer may elect operationally to perform interim valuations.]

11.2 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan: _____

**APPENDIX A
SPECIAL EFFECTIVE DATES**

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows: _____

- A-2 **Minimum age and service conditions.** The minimum age and service conditions Entry Date provisions specified in AA §4 are effective as follows: _____

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows: _____

- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows: _____

- A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows: _____

- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows: _____

- A-7 **Retirement age.** The retirement age provisions under AA §7 are effective as follows: _____

- A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows: _____

- A-11 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows: _____

- A-12 **Unforeseen Emergency and Required Minimum Distributions.** The provisions regarding Unforeseen Emergency distributions and Required Minimum Distributions under AA §10 are effective as follows: _____

- A-13 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows: _____

- A-14 **Special effective date provisions for merged plans.** If any retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, except as follows: _____

- A-15 **Other special effective dates:** _____

APPENDIX B
LOAN POLICY

- B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)
 (a) Yes.
 (b) No.
- B-2 **LOAN PROCEDURES.**
 (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
 (b) Loans will be provided under a separate written loan policy. *[If this (b) is checked, do not complete the remainder of this Appendix B.]*
- B-3 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-3.
 A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance. *[If this AA §B-3 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]*
- B-4 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.
 (a) A Participant may have 2 loans outstanding at any time.
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.
- B-5 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-5.
 (a) The prime interest rate
 (1) plus 1 percentage point(s).
 (b) Describe: _____
- B-6 **MINIMUM LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount, complete (a) or (b) below.
 (a) There is no minimum loan amount.
 (b) The minimum loan amount is \$.
- B-7 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete (a) or (b) below.
 (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.10(d)(1)(i) of the Plan.
 (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-8 **SOURCE OF LOAN.** The default loan policy under Section 13.09 of the Plan provides that Participant loans will be made first from Employer Contribution and Employer Matching Contributions Accounts and then from the Salary Deferral Account(s). To modify the default loan policy to modify the contribution sources from which a Participant loan is made, complete (a) or (b) below.
 (a) Participant loans will be made on a prorata basis from all contribution sources.
 (b) Participant loans will only be available from the following contribution sources: _____

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without reexecuting this Agreement by substituting an updated Appendix C with new elections.

C-1 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- (a) No
- (b) Yes

C-2 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.06 of the Plan apply?

- (a) No
- (b) Yes

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a new plan, effective January 1, 2011 [insert Effective Date of Plan].
- (b) The restatement of an existing plan, effective _____ [insert Effective Date of Plan].
 - (1) Name of Plan(s) being restated: _____
 - (2) The original effective date of the plan(s) being restated: _____
- (c) An amendment of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Identify the section(s) of the Adoption Agreement being amended: _____
 - (2) Effective Date(s) of such changes: _____
- (d) To identify a Successor Employer. Check this selection if a successor to the signatory Employer is continuing this Plan as a Successor Employer. Complete this Employer Signature Page and substitute a new page 1 under this Adoption Agreement to identify the Successor Employer. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Date of the amendment is: _____

[Note: It is recommended that the Employer consult with legal counsel before executing this Agreement.]

City of Miami Gardens
(Name of Employer)

Shirley Gibson Mayor
(Name of authorized representative) (Title)

(Signature) (Date)

TRUSTEE DECLARATION

Effective date of Declaration: January 1, 2011

Trustee Signature. By signing this Declaration, the Trustee agrees to the duties, responsibilities and liabilities imposed on the Trustee by the BPD and this Agreement.

Shirley Gibson
(Print name)

(Signature of authorized representative) (Date)

(Print name)

(Signature of authorized representative) (Date)

(Print name)

(Signature of authorized representative) (Date)

PARTICIPATING EMPLOYER ADOPTION PAGE

- Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section 16 of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the "Employer" in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]

PARTICIPATING EMPLOYER INFORMATION:

Name: _____
 Address: _____
 City, State, Zip Code: _____

EMPLOYER IDENTIFICATION NUMBER (EIN): _____

TYPE OF ENTITY: _____

EFFECTIVE DATE:

- New plan.** The Participating Employer is adopting this Plan as a new Plan effective _____
- Restated plan.** The Participating Employer is adopting this Plan as a restatement of _____ [insert name of Participating Employer's plan(s) being restated].
 - (a) This restatement is effective _____
 - (b) The original effective date of the plan(s) being restated is: _____

ALLOCATION OF CONTRIBUTIONS. Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

- Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer. [Note: The selection of this box may require additional testing of the Plan. See Section 16.04 of the Plan.]

MODIFICATIONS TO ADOPTION AGREEMENT. The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page., unless modified under this section.

- (a) **Special Effective Dates.** Check this (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to such Participating Employer.
- (b) **Modification of Adoption Agreement elections.** Page(s) _____ of the Agreement are being modified for this Participating Employer. The modified provisions are effective _____.
 [Note: Attach the modified pages as an addendum to this Participating Employer Adoption Page.]

SIGNATURE. By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provision of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer.

(Name of Participating Employer)

(Name of authorized representative) (Title)

(Signature) (Date)

GOVERNMENTAL 457(B) PLAN

INTERIM AMENDMENT

HEROES EARNINGS ASSISTANCE AND RELIEF TAX (HEART) ACT OF 2008, WORKER, RETIREE, AND
EMPLOYER RECOVERY ACT OF 2008 (WRERA) AND OTHER GUIDANCE

ARTICLE I
PURPOSE OF AMENDMENT

- 1.01 **Compliance with Plan Qualification Requirements.** This Interim Amendment and the elective provisions below are intended to qualify as a good-faith amendment of the above-referenced Plan to document the Plan's compliance with the requirements under the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008 and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).
- 1.02 **Application of Amendment.** This amendment supersedes any contrary provisions under the Plan.

ARTICLE II
REQUIREMENTS UNDER HEROES EARNINGS ASSISTANCE AND RELIEF TAX (HEART) ACT OF 2008

- 2.01 **Death Benefits under Qualified Military Service.** In the case of a Participant who dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed and then terminated employment on account of death. In addition, a Participant who dies while performing qualified military service will also be credited with service for vesting purposes under the Plan as though the Participant resumed and then terminated employment on account of death. This provision is effective with respect to deaths occurring on or after January 1, 2007.
- 2.02 **Benefit Accruals.** If elected under Section 4.01(a)(1) of the Elective Provisions section below, for benefit accrual purposes, the Plan will treat an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service (as defined in Code §414(u)) with respect to the Employer, as if the individual has resumed employment in accordance with the individual's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. This provision is effective with respect to deaths and disabilities occurring on or after January 1, 2007, unless a later date is elected under Section 5.01(a)(2).
- (a) This Section 2.02 shall apply only if all individuals performing qualified military service with respect to the Employer maintaining the plan who die or became disabled as a result of performing qualified military service prior to reemployment by the employer are credited with service and benefits on reasonably equivalent terms.
 - (b) The amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 2.02 shall be determined on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of:
 - (1) the 12-month period of service with the Employer immediately prior to qualified military service, or
 - (2) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.
- 2.03 **Differential Pay.** Effective for years beginning on or after January 1, 2009, in the case of an individual who receives Differential Pay from the Employer:
- (a) such individual will be treated as an Employee of the Employer making the payment, and
 - (b) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit based on Differential Pay. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation under Section 4.01(b) of the Elective Provisions section below.

For purposes of this Section 2.03, Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this Section 2.03, Uniformed Services are services as described in Code §3401(h)(2)(A).

Notwithstanding the provisions of this Section 2.03, an individual shall be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution. If an individual elects to receive a distribution by reason of this paragraph, the individual may not make employee contributions under the Plan during the 6-month period beginning on the date of the distribution.

ARTICLE III

REQUIREMENTS UNDER WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008 (WRERA)

3.01 Waiver of Required Minimum Distributions. For calendar year 2009, the Required Minimum Distribution rules under the Plan will not apply. In applying the Required Minimum Distribution provisions of the Plan for the 2009 Distribution Calendar Year,

- (a) the Required Beginning Date with respect to any individual shall be determined without regard to this subsection (a) for purposes of applying this paragraph for Distribution Calendar Years after 2009, and
- (b) required distributions to a beneficiary upon the death of the Participant shall be determined without regard to calendar year 2009.

A Participant or beneficiary who would have been required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year but for the enactment of Code §401(a)(9)(H) ("2009 RMD"), may elect whether or not to receive the 2009 RMD (or any portion of such distribution). A distribution of the 2009 RMD or a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years, will be treated as an Eligible Rollover Distribution. However, if all or any portion of a distribution during 2009 is treated as an Eligible Rollover Distribution but would not be so treated if the Required Minimum Distribution requirements under the Plan had applied during 2009, such distribution shall not be treated as an Eligible Rollover Distribution for purposes of Code §§401(a)(31), 402(f) or 3405(c). (See Notice 2009-82 for transitional rules that apply for purposes of applying the rollover rules to the distribution of 2009 RMDs.)

3.02 Non-Spousal Rollovers after December 31, 2009. Effective for Plan Years beginning after December 31, 2009, the Plan must permit a non-spouse beneficiary (as defined in Code §401(a)(9)(E)) to make a direct rollover of an **eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b)** that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). **A non-spouse rollover made after December 31, 2009 will be** subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under Code §402(f) or the mandatory withholding requirements under Code §3405(c).

ARTICLE IV
ELECTIVE PROVISIONS

This Section contains the elective provisions for implementing the interim amendments set forth in this amendment. The interim amendments and any elections under these elective provisions supersede any contrary provisions under the Plan or Adoption Agreement.

4.01 HEART Act Provisions

- (a) **Benefit Accruals.** The benefit accrual provisions under Section 2.02 of this amendment do not apply. To apply the benefit accrual provisions under Section 2.02, check the box below.
- (1) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 2.02 of this amendment. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (2) **Delayed effective date.** Unless elected otherwise under this subsection (2), the benefit accrual provisions apply for deaths or disabilities occurring on or after January 1, 2007.
- The benefit accrual provisions selected in subsection (1) apply for deaths or disabilities occurring on or after _____ (may not be earlier than January 1, 2007).
- (b) **Treatment of Differential Pay.** Section 2.03 of this amendment provides that if an individual performing service in the Uniformed Services receives Differential Pay from the Employer, such Differential Pay is treated as Total Compensation under the Plan. In addition, unless designated otherwise below, Differential Pay will be treated as Plan Compensation for purposes of applying the contribution provisions under the Plan. To exclude Differential Pay from Plan Compensation, check the box below.
- Definition of Plan Compensation.** Check this box if Differential Pay will be excluded from the definition of Plan Compensation. If this box is checked, no contribution under the Plan will be made with respect to Differential Pay.

- 4.02 Required Minimum Distribution.** For purposes of applying the Required Minimum Distribution rules for the 2009 Distribution Calendar Year, as described in Section 3.01 of this amendment, a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who is eligible to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year may elect whether or not to receive the 2009 Required Minimum Distribution (or any portion of such distribution). Unless elected otherwise under this Section 4.02, 2009 Required Minimum Distributions will not be made to Participants who are otherwise required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year, unless the Participant elects to receive such distribution.
- Automatic distribution.** If a Participant does not specifically elect to leave the 2009 Required Minimum Distribution in the Plan, such distribution will be made for the 2009 Distribution Calendar Year pursuant to Section 3.01 of this amendment.

ARTICLE V
APPLICATION OF AMENDMENT

The undersigned Employer adopts this Interim Amendment on behalf of the Plan. This amendment supersedes any contrary provisions under the Plan. This Interim Amendment applies to the signatory Employer and any other adopting employers of the Plan.

(Name of Employer)

(Name of Authorized Representative)

(Title)

(Signature)

(Date)

DATABASE FINANCIAL SERVICES, INC.

1004 Collier Center Way • Suite 100
Naples, Florida 34110

Toll Free 800-210-0263
Office 239-597-9990
Fax 239-597-3763

March 18, 2011

Renee C. Crichton
Assistant City Manager
City of Miami Gardens
1515 NW 167th Street
Miami FL, 33169

RE: 457 Deferred Compensation/Database Financial Services, Inc.

Dear Ms. Crichton,

Database Financial Services, Inc. is a full service company which has assisted in the retirement planning needs of municipal, state, county and federal employees since 1982. Our seminar provides information regarding the Florida Retirement System, FRS Investment Plan, 185 Plan, 175 Plan, D.R.O.P. Program and Deferred Compensation.

Database Financial Services, Inc. will provide Retirement Educational Seminars (see attached outline) for all City of Miami Gardens employees at no cost to the City or Employer. In addition, we will provide FRS Retirement Option Comparisons as well as individual consultations regarding short term and long term retirement objectives for employees that request this service (see attached card) at no cost. Furthermore, a participant's book will be provided for each employee enrolling in the 457 Deferred Compensation Plan offered through Ameritas Retirement Plans. The investment options will be reviewed in detail as well as each individual's risk tolerance in choosing the funds in the plan. Enrollment will be provided by Database Financial Services Registered Representatives.

Database Financial Services has been associated with the following organizations providing retirement educational seminars and financial products and services:

Florida Sheriff's Association ("FSA")
FBI National Academy Associates ("FBINAA")
Florida Counsel on Crime and Delinquency ("FCCD")
Fraternal Order of Police ("FOP")
Florida Department of Law Enforcement ("FDLE")
Florida Fire Chief's Association ("FFCA")
Florida Fire Marshals and Inspectors Association ("FFMIA")
Florida Associations of Special Districts ("FASD")
Florida Professional Firefighters Association ("FPF")
FBI National Academy Associates
National Black Police Association
National Organization of Hispanics in Criminal Justice
National Organization of Black Law Enforcement Executives
Major Florida Counties (i.e., Miami-Dade, Broward, Hillsborough,
Palm Beach, Duval, Orange, Manatee, Lee, Collier, etc.)

Through the joint efforts of Ameritas Retirement Plans and Database Financial Services we currently provide 457 Deferred Compensation services including Record Keeping, Administration, and Educational Support for the employees of:

- City of Boca Raton
- North River Fire Rescue
- Englewood Fire Department
- North Fort Myers Fire District
- West Manatee Fire Rescue
- Sanibel Fire & Rescue District
- Southern Manatee Fire & Rescue District
- Bonita Springs Fire Control & Rescue District

We appreciate your time and consideration to review the 457 Deferred Compensation Plan offered by Ameritas Retirement Plans and would welcome the opportunity to assist the employees of the City of Miami Gardens regarding this important phase in obtaining their future retirement goals.

Sincerely,

Robert Lovell
President
Database Financial Services, Inc.

Page 135 of 237
Retirement Education Seminar Information Card

Do you know how much retirement income you will have when you retire? Having a conservative and simply presented projection of your future retirement benefits can provide the key to a well-rounded financial strategy. Should there be dramatic changes in your income, you can request a new projection for your planning needs at any time.

PLEASE COMPLETE Seminar Date _____

Location _____ Retirement System _____

Name _____ Email _____

Home Phone _____ Cell Phone _____

Home Address _____

City _____ State _____ Zip _____

Work Address _____

Department _____ Work Phone _____

Credited Years of Service _____ Best Time to Call _____ AM _____ PM

Salary 2010 _____ 2009 _____ 2008 _____ 2007 _____ 2006 _____

Your Date of Birth _____ Your Sex Male _____ Female _____

Your Beneficiary's Name and Relation to you _____

Beneficiary's Date of Birth _____ Sex Male _____ Female _____

Are you currently enrolled in the DROP Program? Yes _____ No _____ Exit Date _____

If you are **not** currently enrolled in DROP, do you plan to enter in the future? Yes _____ No _____ When _____

Do you participate in the Deferred Compensation Program? Yes _____ No _____ How Long? _____

(Please Select): High Risk/Sworn Employee _____ or Administrative/Non Sworn Employee _____

Desired Retirement Age _____

Please contact me regarding:

Customized Retirement Planning Timeline	Yes	No
Asset Allocation Review	Yes	No
Will and Family Living Trust	Yes	No
Guaranteed Issue Life Insurance	Yes	No
457 Deferred Comp	Yes	No

In order to receive a prompt analysis of your retirement benefits, please complete this form and return to the presenter at the end of the seminar. Your computerized retirement projection will be mailed to the address listed above. Should you have an immediate need, please contact our office toll-free at 1-877-624-3767.

DATABASE FINANCIAL SERVICES, INC.

"Your Statewide DROP and Retirement Planning Specialists"

Phone (877) 624-DROP (239) 597-9990 Fax (239) 597-3763

Website www.databasefinancialservices.com Email customerservice@dfsincusa.com

DATABASE FINANCIAL SERVICES, INC.

1004 Collier Center Way • Suite 100
Naples, Florida 34110

Toll Free 800-210-0263
Office 239-597-9990
Fax 239-597-3763

Retirement Strategies for Public Employees in the 21st Century
"Since we cannot predict the future, we must plan for it"

**Our retirement strategies are specifically designed
for public employees and are provided AT NO COST**

Database Financial Services, Inc. is a full service company which has assisted in the retirement planning needs of municipal, state, county and federal employees since 1982. Our seminar provides information regarding the Florida Retirement System, FRS Investment Plan, 185 Plan, 175 Plan, D.R.O.P. Program and Deferred Compensation.

Topics of Discussion

- I. Setting Your Retirement Goals**
 - A. Sources of Income
 - B. Areas of Concern;
 - 1. Longevity
 - 2. Inflation
 - 3. Economic Change
 - C. Your Financial EKG
 - D. Retirement Budget

- II. Retirement Enhancement – Review of Pension Benefits**
 - A. The Pension Dilemma
 - B. Your Future Retirement Income
 - C. Exploring Your Retirement Options
 - D. Qualified Programs
 - E. Social Security
 - F. The DROP Program
 - G. The Investment Plan
 - H. Deferred Compensation 457

- III. The Only Thing Worse Than Dying Is Outliving Your Money!**
 - A. Planning Your Financial Future
 - B. Your Will or the Court's?
 - C. What is Probate?
 - D. Living Trusts
 - E. Financial Vehicles
 - F. Guarantee Issue Life Insurance

- IV. 457 Deferred Compensation**
 - A. Why 457?
 - B. Why DFS?

Our professional high risk affiliations in Florida are:

- Florida Association of Special Districts
- Florida Counsel on Crime and Delinquency
- Florida Department of Law Enforcement
- Florida Fire Chief's Association
- Florida Fire Marshals and Inspectors Association
- Florida Professional Firefighters
- Florida Sheriff's Association
- Fraternal Order of Police
- FBI National Academy Associates
- Major Florida Counties (Miami-Dade, Broward, Hillsborough, Duval, Leon, Orange, Manatee, Lee, Alachua, Collier and Palm Beach).

Additional Services Provided For Seminar Attendee:

- Individual pre-retirement consultations.
- Discounted Estate Planning Services provided by affiliated law firms
- Life Insurance review and quotes
- IRA rollover products for: DROP, FRS Investment Plan, 185 Plan, 175 Plan, and Deferred Comp

**Our retirement strategies are specifically designed
for public employees and are provided AT NO COST.**

To schedule training at your facility, please contact

Bob Lovell or Mitch Mann

at

1-877-624-DROP (3-7-6-7)

customerservice@dfsincusa.com

The UNIFI Retirement Advantage SeriesSM
SUMMARY OF BASIC PLAN INFORMATION
Full Service –Governmental 457(b) Plan

BASIC PLAN INFORMATION This form must be completed in its entirety.

I. ABOUT THE EMPLOYER

Legal Name of Employer : CITY OF MIAMI GARDENS

Address of Employer: 1515 NW 167 STREET - BLDG. 5-200

City MIAMI GARDENS State FLORIDA Zip 33169

Employer's Tax Identification Number: 113695944 Type of Business: MUNICIPAL GOVERNMENT

Employer's Phone: (305) 622-8000 Fax: (305) 622-8001 E-mail: _____

Employer's Fiscal Year: OCTOBER 1 to SEPTEMBER 30

Employer Type: (circle one) State Government Local Government Governmental Agency

Total number of employees 572 (a current census must be provided)

II. ABOUT THE PLAN

Legal Name of Plan: CITY OF MIAMI GARDENS

Plan Administrator (if other than the Employer): _____

Name of primary contact for the plan: TAREN KINGLEE

Primary contact email address: tkinglee@miamigardens-fl.gov

Position: Trustee Plan Administrator Other _____

Plan Year: _____ to _____

Plan type is: 457(b)

Plan Effective Date: JANUARY 1, 2011

Automatic Rollovers: We will use the Automatic Rollover Product from Acacia Federal Savings Bank.

If you will be using a different provider please list provider: _____

NOTE: Participant directed investments are permitted for all accounts unless directed otherwise in writing.

III. CONTRIBUTION INFORMATION:

Contributions to the Plan will be as follows (check all that apply)

Employee Salary Deferral [pre-tax]

Employer Matching

NEW PLAN INFORMATION: (Only complete if you are starting a brand new plan)

What is your target date for plan implementation? 30 DAYS AFTER COUNCIL APPROVAL

How much do you want the employer to contribute to the plan each year? 1, 2 OR 3% OF BI-WKLY BASE SALARY - 457(B)

EXISTING PLAN INFORMATION: (if applicable)

What type of plan do you currently have? ICMARC

How long has this plan been in place? 7 YEARS

How many employees are covered by this plan? 355 - 457b 23 - ROTH IRA

Are there any illiquid plan assets or any Guaranteed Investment Contracts (GIC), which have not matured? If yes, please specify. NO

IV. PAYROLL INFORMATION:

Company payroll is processed:

Weekly Bi-weekly Semi-monthly Monthly Other _____

Payroll Provider Information:

Payroll Company IN-HOUSE Contract # _____ (if applicable)

Contact Person: DENESE WILLIAMS

Address 1515 NW 167 STREET, BLDG 5-200

Phone # 305-622-8000 E-2770 Fax # 305-622-8001 E-mail dwilliams@miamigardens-fl.gov

V. PLAN ADMINISTRATION INFORMATION: (Please answer all questions.)

Do you currently maintain other qualified plans, including Section 125 cafeteria plans? Yes No

(A) If "Yes", was it established under union-negotiated agreements involving other employees Yes No

a. If (A) above is "No", answer the following:

- i. Name of Plan ICMARC
- ii. Type of Plan 457(B) & ROTH IRA
- iii. Rate of employer contribution, if fixed 1, 2 OR 3% OF BI-WKLY BASE SALARY - 457(B)
- iv. Benefit formula or monthly benefit SEE ABOVE
- v. Number of participants 355

Have you ever sponsored another qualified plan that is now terminated? Yes No

- (A) Name of plan _____
- (B) Type of plan _____
- (C) Date of termination _____
- (D) Date of last plan payout _____

Is any issue relating to this Plan or Trust currently pending before the IRS, Department of Labor, PBGC, or any Court? Yes No If "Yes", please explain under separate cover.

Has the plan ever encountered a compliance problem? Yes No

a. If "Yes", was it fully corrected? Yes No

If the plan encountered a compliance problem, was a government correction program used? Yes No N/A

a. If "Yes", please provide a copy of the Compliance Statement.

FIDUCIARY INVESTMENT SAFEGUARD SELECTED Yes No

VI. TAKEOVER PLAN/ASSET ALLOCATION INFORMATION

The information provided below will be used to customize a letter to your current provider and is critical to begin the asset transfer process. The contact information listed must be current in order to ensure accuracy. This letter will be sent to you via email from our conversion unit.

Does the current plan have any outstanding loans? Yes No

Will all outside assets be transferred to UNIFI Companies Retirement Plans? Yes No

Amount of takeover assets to be transferred _____

Expected date of transfer _____ (The exact date of liquidation will be determined during the installation process.)

Current Provider Contact Information

Current Record Keeper/TPA:

Contact: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Current Investment Provider:

If plan assets are with more than one provider, please provide the following information for all providers.

Contact: _____ Contract #: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Please note: The transfer files from your current provider should be set up in the attached preferred file format. UNIFI Companies Retirement Plans reserves the right to charge our hourly rate to manipulate (or re-format) your transfer data, in the event it will not comply with our requirements. Once a time and charges estimate has been established by your prior service provider and given to you in writing, you may decide whether to request UNIFI re-format your file, or have this completed by your prior service provider.

VI. Application and Agreement for Services Provided in Conjunction with The UNIFI Retirement Advantage SeriesSM

(This agreement is not effective until accepted in writing by UNIFI Companies Retirement Plans)

Plan Name CITY OF MIAMI GARDENS
Plan Number

Initial Plan Year period for which services are requested:
Month JANUARY Day 1 Year 2011 through Month DECEMBER Day 31 Year 2011

The Plan Sponsor, Plan Administrator and Plan Trustee(s) (hereinafter referred to collectively as "Plan Principals") hereby apply for the plan services indicated below to be furnished by UNIFI Companies Retirement Plans* (hereinafter referred to as "UNIFI") for the Plan identified above. Plan Principals are requesting "Full-Service" which includes document, record keeping and administration services.

The Employer certifies that:

- 1. The terms of the Plan and/or Trust provide the authority to purchase annuity contracts as an investment of the Plan and/or Trust. The signature of any one Trustee, under a trustee Plan, on an application for an annuity contract, or on a contract or other document, shall be sufficient evidence for UNIFI that any such application, contract or document is valid in accordance with the terms of the Plan and/or Trust.
2. UNIFI is not required to take or permit any action contrary to the provisions of its contract. The obligations of UNIFI shall be determined solely by the terms and provisions of its contract, and of any other agreements in writing entered into by UNIFI.
3. UNIFI may rely on any instrument executed by the Employer or by the contract holder as conclusive evidence of any of the matters with respect to which they may act, and UNIFI shall be fully protected in taking, permitting or omitting any action on the faith thereof and shall incur no liability or responsibility for so doing.
4. The Employer and/or Trustee will not receive compensation, directly or indirectly, from anyone dealing with the plan in connection with the purchase of The UNIFI Retirement Advantage SeriesSM.
5. The Employer shall notify UNIFI in writing of any changes in Trustees or Plan Administrator as soon as practical. Said notification shall be by form provided by UNIFI.
6. The Plan or Trust is qualified under Section 457(b) of the Internal Revenue Code, as amended.
7. Until notice of any amendment or termination of the Plan or Trust, or change in Trustees or Plan Administrator has been received by UNIFI at its Home Office, UNIFI shall be fully protected in assuming that the Plan and Trust have not been amended or terminated and in dealing with any party acting as Trustee or Plan Administrator according to the latest information received by UNIFI at its Home Office.
8. The Employer acknowledges receipt of the attached Representative's Commission Disclosure. The Employer further acknowledges said material has been read and understood as attached.

*UNIFI Companies Retirement Plans is an affiliation of Ameritas Life Insurance Corp. and The Union Central Life Insurance Company's retirement plans division. These companies offer the retirement plans products and services of the UNIFI Companies. For more information about UNIFI Companies, visit UNIFIcompanies.com. Each UNIFI company is solely responsible for its own financial condition and contractual obligations.

Description of Services

UNIFI Record keeping Services:

- *Provide timely application of financial transactions when received in good order;
- *Offer 24-hour account information and investment changes by phone and Internet;
- *Provide fund valuation on a daily basis;
- *Provide standard quarterly participant reports and plan account statement;
- *Provide a quarterly newsletter to plan sponsors and participants;
- *As directed by sponsor, disburse plan assets and provide associated 1099 information;
- *Allocate transferred assets as soon as instructions received in good order (Allocated contracts);

UNIFI Retirement Plan Services:

UNIFI Retirement Plan Services assists legal counsel designated by the Plan Sponsor in each of the following:

- *Providing a plan document;
- *Amending and updating the plan and related documents as necessary.
- *Document fees vary with the type of document selected. Amendment fees are \$150/hr with a 1 1/2 hour minimum.
- *Monitor participant 457(b) limits for each tax year.
- *Determine 457(b) three-year catch-up eligibility.

Plan Sponsor Responsibilities:

- *Overall plan operation;
- *Select a plan design that best meets the organization's objectives. Choose plan's investment options;
- *Assure participant enrollment information is provided to UNIFI before funds are deposited to the contract;
- *Administer the plan in accordance with the requirements of Section 457(b) and the tax rules;
- *Communicate plan to employees and answer employee questions;
- *Make plan contributions consistent with UNIFI specification;
- *Review and reconcile payroll contribution information with contract investment reports;
- *Provide UNIFI with new enrollee and contribution change information to facilitate re-enrollments;
- *Authorize plan disbursements and ensure accuracy of information provided.

The recordkeeping fee outlined on the ERISA Disclosure should be:

- Billed to the Plan Sponsor; or
- Surrendered from Participants' Accounts

(If the neither box is checked above, the fee will be surrendered from Participants' Accounts prior to the generation of an invoice.)

Fee Schedule

Fees are subject to change with written notice to you. Any changes to the current fee schedule will be communicated in advance of the Plan Year via the Administrative Schedule of fees.

Plan Installation Services

\$500 for new plans; \$950 for takeover plans, due before installation services commence.

The hourly rate for Retirement Plan services is \$150 with a 2 hour minimum.

Fees were to be eliminated

NOTE: If reports must be corrected because of inaccurate or incomplete data given to UNIFI, an additional fee will be charged, in an amount determined by UNIFI.

Individual Participant Record keeping

The fee for this service is charged under The UNIFI Retirement Advantage SeriesSM Group Annuity Policy. Additionally, there is a fee per distribution or loan processed, due at the time the withdrawal or loan is requested.

Annual loan maintenance fees may also apply.

\$35 Distribution Fee

\$75 QDRO Calculation

\$50 Loan Initiation Fee

\$24 Annual Loan Maintenance Fee

ADDITIONAL SERVICES AVAILABLE AT SPECIAL COSTS

Additional Nonstandard Service Rates – UNIFI Companies Retirement Plans may provide additional services as requested by the Plan for an additional charge based on our current schedule of fees.

GENERAL PROVISIONS

- Nature of Agreement** – In consideration of the application from the Plan Principals for plan services and agreement to pay the fees shown in the Disclosure of Contract Provisions, Fee Schedule and/or the fees shown in the Other Services and Fees provisions, UNIFI agrees to provide the plan services listed in the description of services. UNIFI's agreement to provide services shall be limited to the services listed. Services are provided subject to all terms and conditions of this Agreement. **This Agreement shall not take effect until accepted in writing by UNIFI Companies Retirement Plans at its Home Office, and upon receipt by UNIFI of the initial fees.**
- Payment Fees** – Record keeping fees will be billed after year-end. Document, Administrative & Other Fees will be billed in advance of service.
- Plan Documents: Notice of Changes** – As part of the application of this Agreement, the Plan Principals have furnished copies of all documents to UNIFI. UNIFI has approved the Agreement on the basis of the plan documents furnished. The Plan Principals agree to furnish to UNIFI copies of any and all amendments to or versions of the plan document and to notify UNIFI of any other circumstances or events involving the plan which may bear on the services to be provided under this Agreement. UNIFI may refuse to provide additional services under this Agreement or may modify the Fee Schedule without advance notice to the Plan Principals as the result of a change in the plan or adverse circumstances or events affecting the plan.
- Services Requiring Information from Plan Participants** – Information or data from the Plan Principals, which UNIFI needs to perform services under this Agreement, must be furnished to UNIFI within the period of time stated in the request for data. UNIFI agrees to request only data reasonably necessary in performing the services and to allow reasonable time for timely furnishing of information and data by the Plan Principals.
- Liability for Other Service Providers** – UNIFI shall not be liable for the acts, omissions errors of other services provided to the plan, both prior to and coincident with the application of this Agreement. In the event UNIFI discovers an error or omission of another provider, UNIFI will notify Plan Principals within a reasonable time. Any corrections necessary will be charged at the applicable hourly rate.
- Liability for Information Furnished and Services Performed** – The Plan Principals shall be responsible for the accuracy and completeness of all information furnished to UNIFI on the basis of which services and reports are to be provided. UNIFI shall be entitled to rely fully on all information received. UNIFI reserves the right to reject information or data, which, in its sole discretion, is not considered suitable for processing. UNIFI shall have no liability for improperly prepared reports based upon inaccurate or incomplete information or data.

- 7. Filing/Form Responsibilities. Filing of all plan documents and forms shall be the responsibility of the Plan Principals in conjunction with their own legal counsel** – UNIFI shall assist the Plan Principals, at their request, by providing any available information or instructions known to UNIFI which might better enable the Plan Principals to complete and file a particular form. UNIFI shall not undertake to make any filings on behalf of the Plan Principals.
- 8. Purpose of Agreement: Relationship of Parties** – The services furnished under this Agreement are intended to assist the Plan Principals in the administration of the Plan. The Plan Principals have been urged to consult with their own legal counsel concerning the administration of the Plan and the services to be provided by UNIFI. **None of the provisions of this Agreement nor anything done in performance of this Agreement shall make UNIFI a party to the Plan or Plan fiduciary.** Administration of the Plan shall at all times remain within the exclusive control of the Plan Principals and any other designated Plan fiduciaries.
- 9. Confidentiality of Information** – UNIFI agrees that all information furnished by the Plan Principals shall be held and maintained on a confidential basis and shall not be disclosed or divulged to third parties without the Plan Principal’s consent unless required by law or regulation. Information disclosed to Plan Participants and Beneficiaries will be in accordance with the services requested by the Plan Principals.
- 10. Entire Contract** – This document contains the entire Agreement between the parties except as otherwise provided for in this Agreement. Any modification or amendments shall be in writing. No statements or representations not expressly made herein shall be binding on any party.
- 11. Agents** – No Soliciting Agent of UNIFI is authorized to modify or amend this Agreement or to sign forms or certifications on behalf of UNIFI. UNIFI assumes no liability for retirement plan services provided by its agents outside the scope of this Agreement.
- 12. Termination** – The Plan Principals and UNIFI each reserve the right to terminate this Agreement at any time by written notice. UNIFI shall give sixty (60) days advance written notice of termination. Notwithstanding the previous sentence to the contrary, UNIFI reserves the right to terminate this Agreement immediately upon written notice to the Plan Principals if any fees due under this Agreement are not paid within 30 days of billing. The Plan Principals are under no obligation to request continued services for any period of time, nor under any obligation to request Plan termination services.
- 13. Changes in Fees** – UNIFI Companies Retirement Plans reserves the right to change the Fee Schedule prospectively at any time by notifying the Plan Principals in writing at the time it is requesting the annual updated employee data.
- 14. It is understood that this Agreement is separate from** and not affected by any insurance or annuity policy issued by UNIFI.
- 15. It is agreed that any controversy or claim** arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The expense of the arbitrators and of the arbitration shall be divided equally between the Plan Sponsor and UNIFI. Any such arbitration shall take place in the Home Office, unless the Plan Sponsor and UNIFI mutually agree upon some other location.

16. By signing below, you agree to all of the terms of this service agreement. In addition, by signing below, you certify and consent to the information provided in this Summary of Basic Plan Information.

DATE _____

PLAN SPONSOR _____

By _____
(Signature)
DANNY O. CREW

Title CITY MANAGER

PLAN ADMINISTRATOR TAREN KINGLEE, HUMAN RESOURCES DIR.
(If other than Plan Sponsor)

305-622-8000 OR 305-622-8030

Phone # _____

Employer ID Number 113695944

Is at least one of the trustees named below a citizen of the United States? Yes No

TRUSTEE(S): Please **print and have** all trustee(s) applicable to this plan sign below.

Name _____
(please print)

(Signature)

Name _____
(please print)

(Signature)

Name _____
(please print)

(Signature)

Accepted by UNIFI Companies Retirement Plans

By: _____

Title: _____

Date: _____



Retirement Plans
Products and Services Offered by
Ameritas Life and Union Central Life

457 DEFERRED COMPENSATION PLAN ADOPTION

The undersigned, being all of the directors of _____, a governmental entity, by this instrument at a meeting of Governing Officials, hereby consent to the following resolutions.

WHEREAS, the _____ desires to establish a governmental 457(b) Deferred Compensation Plan known as the _____ (“Plan”);

WHEREAS, Congress in recent years has enacted numerous laws affecting the Plan, the latest of which is the Economic Growth and Tax Relief Reconciliation Act of 2001 (known as “EGTRRA”);

WHEREAS, the Internal Revenue Service has issued guidance, including final Code §457 regulations regarding EGTRRA amendments for 457 plans with which this plan document complies; and

WHEREAS, the government entity, following consideration of the various EGTRRA required and optional provisions, desires to adopt the Plan to maintain an eligible 457 plan.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES, IT IS:

RESOLVED, that the _____ adopts the Plan for EGTRRA and the final Code §457 regulations by adopting the attached Eligible 457 Prototype Plan Adoption Agreement; and it is further

RESOLVED, that the Plan is effective as of _____, _____.

RESOLVED, that _____ is directed on behalf of the government entity to timely: (i) execute the adoption of the Plan; (ii) execute any other Plan related agreement, form or document; and (iii) take any other action that [he/she] deems necessary or appropriate in connection with the adoption of the Plan and to maintain the Plan’s eligible 457 plan status.

Dated this _____ day of _____, _____.

Governing Officials:

Contract # _____

PLAN DOCUMENT CHECKLIST FOR GOVERNMENTAL 457(b) PLANS

Employer name, address, phone, EIN, and plan name will be taken from the Sold Case paperwork. Please double check to make sure these items are correct.

Note: Start-up plans require a completely executed Governing Officials Resolution, including company and all other applicable names. A sample may be obtained from UNIFI Retirement Plan Services.

Who is to be contacted with questions regarding this checklist/plan - internal wholesaler, agent (provide contact info), or RD?

Please check one of the following:

- New Plan** – If selected, please review/complete the remainder of the checklist, starting with question 1.
- Takeover Plan** –Please note that in order to prepare a document, the current signed Adoption Agreement and Basic Plan Document must be provided. The new provisions will be compared with those of the current document to ensure there are no cutbacks in benefit.

Does the Plan Sponsor wish to mirror the current provisions?

- Yes – Go directly to signature page (skip all other pages)
- No – Please continue filling out the checklist

EMPLOYEE. The following are Excluded Employees and are not eligible to participate in the Plan:

- (a) **No exclusions.**
- (b) **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than ⁴⁰_____ hours per week.
- (c) **Hourly-paid Employees.**
- (d) **Leased Employees.** The Plan excludes Leased Employees.

COMPENSATION. Subject to the following elections, Compensation for purposes of allocation of Salary Reduction Contributions means W-2 wages (including Elective Contributions). Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows.

- (a) **No modifications.** The Plan makes no modifications to the definition.
- (b) **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
- (c) **Elective Contributions.** The Plan excludes a Participant’s Elective Contributions.
- (d) **Bonuses.** The Plan excludes bonuses.
- (e) **Overtime.** The Plan excludes overtime.

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan (*Choose one of (a) or (b). Choose (c) as applicable*):

- (a) **Plan designation.** When the Participant attains age ⁶²_____.
- (b) **Participant designation.** When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____ (no later than 70½).
- (c) **Police/firefighters.** (*Choose one of (1) or (2)*):
 - (1) **Plan designation.** When the Participant attains age ⁶²_____.
 - (2) **Participant designation.** When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____ (no later than 70½).

ELIGIBILITY.

Eligibility Conditions. To become a Participant in the Plan, an Employee must satisfy the following eligibility condition(s):

- (a) **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the Employer.
- (b) **Age.** Attainment of age _____.
- (c) **Service.** Service requirement (*Choose one of (1) or (2)*):
 - (1) **Year of Service.** One year of Continuous Service.
 - (2) **Month(s) of Service.** _____ months of Continuous Service.

Plan Entry Date. “Plan Entry Date” means the Effective Date:

- (e) **Monthly.** The first day of the month coinciding with or next following the Employee’s satisfaction of the Plan’s eligibility conditions.
- (f) **Annual.** The first day of the Plan Year coinciding with or next following the Employee’s satisfaction of the Plan’s eligibility conditions.
- (g) **Date of hire.** The Employee’s employment commencement date with the Employer.

LIMITS ON SALARY REDUCTION CONTRIBUTIONS. A Participant’s Salary Reduction Contributions are subject to the following limitation(s) in addition to those imposed by the Code (*Choose (a) or choose one or more of (b) through (d) as applicable*):

- (a) **No limitations.**
- (b) **Maximum deferral amount:** _____.
- (c) **Minimum deferral amount:** _____.
- (d) (*Specify*) _____.

[Note: Any limitation the Employer elects in (b) through (d) will apply on a payroll basis unless the Employer otherwise specifies.]

Age 50 Catch-up Contributions. The Plan (*Choose one of (e) or (f)*):

- (e) **Permits.** Permits Participants to make age 50 catch-up contributions.
- (f) **Does not permit.** Does not permit Participants to make age 50 catch-up contributions.

Sick, Vacation and Back Pay. The Plan:

- (g) **Permits.** Permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- (h) **Does not permit.** Does not permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

12/10/10



Application Allocated Separate Accounts Group Annuity Contract

Ameritas Life Insurance Corp. P. O. Box 81889 Lincoln, NE 68501-1889

APPLICANT

The Trustee(s) of the Plan hereby apply (ies) for an Allocated Separate Accounts Group Annuity Contract No.:

PLAN INFORMATION

Name of Employer / Plan Sponsor: City of Miami Gardens

Legal Name of Plan:

Employer's Tax Identification Number (EIN): 113695944

FUND SELECTION - Please select the funds you wish to make available to your plan. If your plan intends to participate in the Fiduciary Investment Safeguard, you must select: (1) at least one investment alternative from the following fund asset classes: Capital Preservation; Investment Grade Bond; Domestic Large Capitalization (large cap); Domestic Mid Capitalization (mid cap); Domestic Small Capitalization (small cap); International or World Stock (excluding Emerging Markets/Small Cap International funds); AND (2) a Qualified Default Investment Alternative that satisfies Labor Regulation Section 2550.404c-5(e).

Capital Preservation

- Stable Value/Guaranteed
Guaranteed Investment Account*
Stable Fixed Investment Account1
Money Market
Calvert Cash Reserves Institutional Prime*

Investment Grade Bond

- American Century Government Bond
American Century Inflation Protection Bond
Calvert Income, A
Calvert Long Term Income
Calvert Short Duration Income*
Calvert Short-Term Government*
Calvert VP Barclays Capital Aggregate Bond Index
Calvert VP Inflation Protected Plus
Payden GNMA
PIMCO Total Return

High Yield/Multisector Bond

- Calvert High Yield Bond
Fidelity Advisor Strategic Income
Payden/Kravitz Cash Balance Plan (Cash Balance Plans Only)
PIMCO High Yield

Domestic Large Cap

- Large Growth
Alger Capital Appreciation
Alger Large Cap Growth
American Century Growth
American Funds Growth Fund of America

Domestic Large Cap - Continued

- Large Growth - Continued
Ameritas Growth Account
Calvert Large Cap Growth
Calvert Social Index
Calvert Social Investment Equity
Invesco Multi-Sector
Fidelity Advisor New Insights
Marsico Focus
T. Rowe Price Blue Chip Growth

Large Blend

- American Funds Fundamental Investors
Calvert VP S&P 500 Index
Fidelity VIP Contrafund
FMI Large Cap
Neuberger Berman Guardian
Oppenheimer Main Street/VA

Large Value

- American Century Equity Income
American Century Value
Calvert Large Cap Value
MFS Value
T. Rowe Price Equity Income

Domestic Mid Cap

- Mid Growth
American Century Heritage
Invesco Van Kampen Mid Cap Growth
Ivy Mid Cap Growth
Morgan Stanley IF Trust Mid Cap Growth

Domestic Mid Cap - Continued

- Mid Blend
Calvert VP S&P MidCap 400 Index
FMI Common Stock
Neuberger Berman Regency

Mid Value

- American Century Mid Cap Value
Perkins Mid Cap Value
RidgeWorth Mid-Cap Value Equity

Domestic Small Cap

- Small Growth
Baron Small Cap
Wasatch Small Cap Growth

Small Blend

- Calvert Small Cap Value
Calvert VP Russell 2000 Small Cap Index
DWS Dreman Small Cap Value
Fidelity Advisor Small Cap
Neuberger Berman Genesis
Royce Pennsylvania Mutual
Royce Total Return
Third Avenue Small Cap Value
Wasatch Small Cap Value

Small Value

- American Century Small Cap Value
Perkins Small Cap Value

The accumulation values provided by the contract applied for, when based on the investment experience of a separate account, are variable and are not guaranteed as to fixed dollar amount.

1If your plan selects the Stable Fixed Investment Account, your plan may NOT select a competing fund, denoted by the * above.

Ameritas Life Insurance Corp.
P. O. Box 81889
Lincoln, NE 68501-1889

FUND SELECTION (Continued)

International or World Stock

- **Large Cap International**
- American Funds® International Growth and IncomeSM
- Calvert VP EAFE International Index
- Invesco International Growth
- MFS International Value
- MFS Research International
- Thornburg International Value, R4
- **World Stock**
- American Funds® SMALLCAP World®
- FTVIPT Templeton Growth Securities
- Oppenheimer Global Securities/VA
- Third Avenue Value

Real Estate

- Morgan Stanley IF US Real Estate

World Bond

- FTVIPT Templeton Global Bond Securities

Emerging Markets/Small Cap International

- Invesco Developing Markets
- Morgan Stanley IF Emerging Markets
- Third Avenue International Value

Technology

- Seligman Communications & Information
- Waddell & Reed Advisors Science and Technology

Utilities

- MFS Utilities

Healthcare

- DWS Health Care

Natural Resources

- Calvert VP Natural Resources
- Van Eck Global Hard Assets

Qualified Default Investment Alternative

- **Balanced**
- American Funds® Capital Income Builder®
- American Funds® Income Fund of America®
- Calvert VP Balanced Index
- Ivy Asset Strategy
- T. Rowe Price Capital Appreciation

• **Target Date**

- American Century LIVINGSTRONG Income
- American Century LIVINGSTRONG 2015
- American Century LIVINGSTRONG 2025
- American Century LIVINGSTRONG 2035
- American Century LIVINGSTRONG 2045
- T. Rowe Price Retirement Income
- T. Rowe Price Retirement 2010
- T. Rowe Price Retirement 2020
- T. Rowe Price Retirement 2030
- T. Rowe Price Retirement 2040
- T. Rowe Price Retirement 2050

• **Lifestyle**

- Calvert Conservative Allocation
- Calvert Moderate Allocation
- Calvert Aggressive Allocation
- Calvert VP Lifestyle Conservative
- Calvert VP Lifestyle Moderate
- Calvert VP Lifestyle Aggressive

DEFAULT FUND: The PARTICIPANT DEFAULT FUND will be the [T. Rowe Price Capital Appreciation – Advisor Class] unless otherwise specified in writing, regardless if it is chosen as an investment option. (Please note that the participants will have access to this fund as an investment option). The Participant Default Fund will be used if contributions are received without investment instruction for a participant. The PLAN DEFAULT FUND will be the [Calvert Cash Reserves] and will be used in the case of a plan transferring from another provider prior to the receipt of any allocation information. Note that the default funds are subject to market fluctuation, as well as any applicable contract charges. As a result, losses are possible in the default funds. If utilizing a corporate unallocated account, please list the dollar amount or percentage along with fund selection.

FRAUD NOTICE: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or any application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

This application is being made a part of the said contract, and attaches all the terms and conditions thereto.

Trustee Signature(s)

Soliciting Agent Signature

Trustee Printed Signature

Date

Date

You must positively identify the Trustees with a government-issued picture form of identification (I.D.). Examples of acceptable forms are: Driver's License, Passport, Military I.D, or Green card.

Also obtain a copy of the government-issued I.D. and submit it with this application. If you are unable to make a copy, the following information must be provided.

_____	_____	_____
Form of Identification	I.D. # / State	Expiration Date
_____	_____	_____
Agent Signature	Agent Printed Signature	Agent's FL License No.

REPLACEMENT INFORMATION:

1. Client Statement:

Will any life insurance presently in force with this or any other company be replaced if this group annuity application is issued?
Yes ___ No ___ (If "Yes", please give details below.)

Company: _____ Policy Number: _____

Amount: _____ Date: _____

2. Agent's Statement:

a) To the best of your knowledge, does the contract applied for involve replacement, in whole or in part of any existing life insurance?
Yes ___ No ___ (If "Yes", please give details below.)

Company: _____ Policy Number: _____



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	<i>General Fund</i>		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Danny O Crew, City Manager		Department:	Building and Code Compliance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL REGARDING TOWING FEES IN ACCORDANCE WITH EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

The City's Revenue Manual establishes fees for City services including licensing and permitting. The City adopted the latest version of the Revenue Manual for Fiscal Year 2010-2011 on September 22, 2010.

In conjunction with the adoption of the proposed amendment of Article IV (Towing), the fees associated with the towing section were also examined for sufficiency. Presently, an annual permit is required to be obtained by the owner or operator of the towing company and to remit a payment in the amount of \$500.00 (five hundred dollars) to obtain the permit. Staff determined that the fees associated with the Towing Ordinance needed to be reexamined to be in line with the changes proposed to this section of the

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Towing Fees**

Code under a previous item. The costs associated with administering and managing the program are reflected in Exhibit "A", Proposed Amendment to Miami Gardens Revenue Manual.

In addition, any new applications submitted to the City between the months of June and December will be charged a prorated application fee. The prorated application fee is 50% of the \$500.00 application fee, which amounts to \$250.00.

The adoption of these proposed fees would compel the towing companies to submit timely renewal payments for the annual towing permit as well as ensure the City recoup its operating costs.

Proposed Action:

Staff recommends the adoption to amend the the City's Revenue Manual in order to establish the new permit fees for towing companies conducting business in Miami Gardens, as set forth in Exhibit "A".

Attachment:

- Exhibit "A", Proposed Amendment to Miami Gardens Revenue Manual

EXHIBIT "A"
PROPOSED AMENDMENT TO MIAMI GARDENS REVENUE MANUAL
TOWING FEES

Proposed additions are reflected in **bold italicized and underlined text** with ~~strikeout text~~ for deletions.

Annual Towing Permit Application Fee	\$500.00
<u>Renewal Fee</u>	<u>\$350.00</u>
<u>Late Renewal Fee</u>	<u>\$650.00</u>
<u>Permit Decal (up to 10 decals)</u>	<u>No additional charge</u>
<u>Permit Decal (11 or more decals)</u>	<u>\$2.50/each</u>

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY’S REVENUE MANUAL REGARDING TOWING FEES IN ACCORDANCE WITH EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Revenue Manual establishes fees for City services including licensing and permitting, and

WHEREAS, the latest version of the Revenue Manual for Fiscal Year 2010-2011 was adopted by the City Council in its budget process on September 22, 2010, and

WHEREAS, City staff is recommending that the towing fees that were previously adopted in Resolution #2008-33-720 be amended in the Revenue Manual in accordance with staff recommendations,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby amends the City’s Revenue Manual as it relates to towing permit fees in accordance with Exhibit “A” attached hereto.

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

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

Moved by: _____

VOTE: _____

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
			(Enter X in box)			X	
Funding Source:	N/A		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
			Enhance Organizational	<input type="checkbox"/>			
			Bus. & Economic Dev	<input type="checkbox"/>			
			Public Safety	<input type="checkbox"/>			
			Quality of Education	<input type="checkbox"/>			
			Qual. of Life & City Image	<input checked="" type="checkbox"/>			
			Communcation	<input type="checkbox"/>			
Sponsor Name	Councilwoman Lisa Davis		Department:	Mayor and City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPOINTING DAHLIA W. LOCKHART TO THE BOARD OF DIRECTORS OF THE FRIENDS OF MIAMI GARDENS, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Summary:

On November 10, 2009, the City Council authorized the formation of a non-profit entity to seek grant opportunities, and to establish partnerships for the implementation of educational and cultural programs within the City of Miami Gardens. On February 9, 2010, the Friends of Miami Gardens, Inc. was incorporated for this purpose. Pursuant to the Articles of Incorporation, the Mayor and City Council are to jointly appoint individuals to the initial Board of Directors. Councilwoman Lisa Davis recommends that the City Council appoint Dahlia W. Lockhart to the Board of Directors of the Friends of Miami Gardens, Inc.

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Councilwoman Davis appointment to
Friends of Miami Gardens Inc.**

Proposed Action:

Councilwoman Lisa Davis recommends that the City Council adopt the attached Resolution.

Attachment:

None.

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPOINTING DAHLIA W. LOCKHART TO THE BOARD OF DIRECTORS OF THE FRIENDS OF MIAMI GARDENS, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 10, 2009, the City Council authorized the formation of a non-profit entity to seek grant opportunities, and to establish partnerships for the implementation of educational and cultural programs within the City of Miami Gardens, and

WHEREAS, as a result, the Friends of Miami Gardens, Inc. was incorporated as a 501(c)(3) entity on February 9, 2010, and

WHEREAS, pursuant to the Articles of Incorporation, the Mayor and City Council are to jointly appoint individuals to the initial Board of Directors, and

WHEREAS, Councilwoman Lisa Davis recommends that the City Council appoint Dahlia W. Lockhart to the Board of Directors of the Friends of Miami Gardens, Inc.,

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

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

Section 2: APPOINTMENT: The City Council of the City of Miami Gardens hereby appoints Dahlia W. Lockhart to the Board of Directors of the Friends of Miami, Gardens, Inc.

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

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

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34 SHIRLEY GIBSON, MAYOR
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39 **ATTEST:**

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43 RONETTA TAYLOR, MMC, CITY CLERK
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46 REVIEWED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
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49 SPONSORED BY: COUNCILWOMAN LISA DAVIS
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51 MOVED BY: _____
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53 **VOTE:** _____
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55 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
56 Vice Mayor Aaron Campbell Jr.	_____ (Yes)	_____ (No)
57 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
58 Councilman Oliver Gilbert III	_____ (Yes)	_____ (No)
59 Councilman David Williams Jr.	_____ (Yes)	_____ (No)
60 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
61 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

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

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

1. Position sought: Friends of the City of Miami Gardens
2. Name: Dahlia W. Lockhart
(Please print)
3. Home Address: 3091 Thames Way, Miramar, Fl. 33025
4. Business Address: 190 N.E. 3rd Street, Miami, Fl. 33132
5. Employer (if self please state): Switchboard of Miami
 - a. Job Title: Director of Senior Services
 - b. Nature of business: Social services
6. Home Phone No. 954-740-3760 Business Phone No. 305-358-1640
Fax No. 305-377-2269
7. E-mail Address: dlockhart@switchboardmiami.org
8. Education Background:
 - a. High School Miami Central High School
Name of School _____ Dates of Attendance 1968-1970
 - b. Vocational School
Name of School _____ Dates of Attendance _____
 - c. College Florida International University
Name of College _____ Dates of attendance 1976-1978
Degree obtained if any Bachelor of Business Administration

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

9. Community Service (attach additional sheets if necessary):
Work With Agencies to provide Senior Citizens
different Social services.
Over 30 years experience in working in the
Community.
10. Please state your qualifications for position sought (attach additional sheets if necessary):
I Worked in Various Communities throughout
the Miami Dade County area. I am
Committed to assist all residents from
birth to the end of life to feel valued in
their community.

Page 164 of 237

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

The agency I currently work with might ask for funding from the city to provide services to the residents of the City of Miami Gardens.

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

13. Are you employed by the Mayor or any of the Council members in their private capacities?

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

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

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

Is this business a vendor with the City Yes ___ No

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

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

Is this business a vendor with the City Yes ___ No

17. Ethnic Origin:

White Non-Hispanic ___ African American Hispanic American ___ Other ___

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

Second choice

Third choice

Fourth choice

Fifth choice

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

Signature Rahela M. Lockhart
Applicant

Date 1/14/11

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

Page 165 of 237

Dahlia W. Lockhart

3091 THAMES WAY • MIRAMAR, FLORIDA, 33025 •
PHONE CELL:(954)740-3760,HOME:(954)438-8866
E-MAIL:DLOCKHART@SWITCHBOARMIAMI.ORG

EDUCATION

1971-1973 Miami Dade Community College North Campus Miami,Florida
Associates of Arts Degree in Accounting

1974 - 1976 Florida International University Miami, Florida
Bachelors in Business Administration
Minor: Public Administration

PROFESSIONAL EXPERIENCE

2010 to Present

Switchboard of Miami

Director of Senior Services

- Supervise four Reassurance Specialist/Case Managers
- Manage an active case load of 1000 Seniors
- Represent the agency and the program in the community, by serving on different boards, and committees

2007 -2010

Project Coordinator

Seniors Never Alone Program

- Supervise four Reassurance Specialists/Case Managers
- Manage a 1000 plus client caseload
- Represent the agency, program in the community by serving on various Boards and Committees.

2005-2006 Switchboard of Miami

Parent Coordinator

- Create and Facilitate Parenting Workshops in the inner city of Miami, Fl. for Project REAL.
- Teach Parenting Skills, Abstinence Prevention Skills and Like Skills
- Serve on different Boards and Committees within the community to offer the resources of Switchboard of Miami and to recruit parents for the Parenting Workshops.

Page 166 of 237

2004 – 2005 Miami Dade College Pre-School Lab North Campus

Administrative Assistant

- Supervised twenty-one staff members in the day-to-day operations of the Pre-School Lab.
- Supervised the day-to-day operations within the Pre-school Lab.
- Prepared the bi-weekly payrolls for Teachers and Work-study students
- Taught parenting classes for the parents of students attending the Pre-school Lab.

2001-2003 Make a Difference Center Westview Terrace Apts Miami, Fl.

Project Coordinator

- New facility designed to provide Social Services for over 1000 residents.
- Created and developed an after-school program for youth ages 6 to 17 yrs. for the multi-ethnic residents of the complex.
- Created a Library of 500 books from the residents and the community for the Center.
- Supervised and maintained a ten unit computer lab for the residents at the Center.
- Recruited and trained over twenty-five volunteers to work within the center.
- Provided Summer Programs for the youth at the complex for the residents at the center.
- Provided free lunches and other social services to the residents as needed.

Opa-locka Community Development Corporation Opa-locka, Fl.

Executive Administrative Assistant

- General Clerical Duties
- Assistant to the Vice President
- Handled and typed all correspondence regarding the development of projects at the OLCDC for the VP.
- Created and maintained electronic and Manual files for the office.
- Scheduled and set-up the Board of Directors & sub-committee Meetings at the OLCDC.
- Took and transcribed the minutes for distribution to the members.
- Worked on special projects for the OLCDC as needed.

1994-1997 City of Opa-locka

Opa-locka, Florida

Page 167 of 237

Director of Summer Youth Programs

- Wrote the grant and received the funding for the Summer Youth Employment Program for three years which employed 300 ethnic youth within the city of Opa-locka.
- Worked out of the City Manager's office in other Administrative positions until laid off at the end of the grant.

1989-1994 City of Opa-locka

Opa-locka, Florida

Director of Safe Neighborhoods Youth Programs

- A community grant aimed at improving the quality of life through In-school & after-school programs for youth.
- The program served over 200 African-American & Hispanic families.
- Held the position for five years until funding was depleted.

1990-1994 Informed Families of Dade County

Director of the Inner City Youth Program

- A four-year federally funded program aimed at increasing the reading levels of youth within the elementary schools of the inner city of Miami.

1978-1990 Switchboard of Miami

Director of Community Education

- Created and developed workshops for youth, parents and families in a multi-ethnic setting throughout Dade County on subjects of Substance Abuse Prevention, Parenting Skills and Life Skills.
- Worked in the National & State Campaigns for the Red Ribbon Counsel to prevent Substance Abuse in Communities.

1976-1978 City of Miami

Supervisor Citizen's Response Center

- Supervised and trained ten Multi-ethnic Information and Referral Specialists for the City of Miami

1974-1976 City of Miami Internship program

Intern

- Internship program for City of Miami Residents that gave work experience in different departments while seeking a degree.

Page 168 of 237

COMMUNITY ACTIVITIES

Volunteer at Hadley Park to work with the seniors and youth

AARP Member – Local & National

Certificate of Accreditation for the National Association of Information and Referral Services(AIRS)

REFERENCES

Available upon request

Page 169 of 237



Switchboard
Answering the Call
since 1968

Switchboard of Miami

To:	Ronetta Talyor	From:	Dahlia W. Lockhart
Fax:	305-622-8001	Pages:	6 <i>7 including TOP Page</i>
Phone:	305-622-8003	Date:	1-14-11
Re:	Application for the Friend of Miami Gardens	cc:	

Urgent
 For Review
 Please Comment
 Please Reply

Comments:

As per the request of Councilwoman Davis.

[This message and any files transmitted with it by the City of Miami are confidential. If you have received this message in error, please call the City of Miami at (305) 375-3000.]



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	General Fund- Events & Media		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA			
	X						
Sponsor Name	Mayor Shirley Gibson		Department:	Events & Media			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A 2012 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AND TO RETAIN CONSULTANTS, AS MAY BE NECESSARY AND APPROPRIATE, FOR THE PRODUCTION OF THE SEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2012; PROVIDING FOR A WAIVER OF BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City is looking forward to celebrating the Seventh Annual *Jazz in the Gardens* event in March 2012 at Sun Life Stadium. This music festival is not just a concert; it is a high-class event that has put Miami Gardens on the map as a thriving City and destination, showcasing its people, cultures, and businesses. This year approximately 31,000 people attended this two-day weekend event.

**ITEM K-4) CONSENT AGENDA
RESOLUTION
2012 Jazz in the Gardens**

The Jazz in the Gardens music festival has become one of the premiere spring events in the southeastern region of the United States. Based on the overwhelming response received in past years, *Jazz in the Gardens* has strategically positioned itself as a national event, rapidly gaining increased recognition and visibility. To capitalize on this momentum, staff would like to begin planning for the 2012 event immediately after the completion of the 2011 event. This is critical in order to properly solicit sponsors nationally while capitalizing on the energy generated by the 2011 event. In addition, generally speaking, national sponsors require one year timeframe to properly vet and review events of this magnitude. That entails having a clear understanding of the sponsorship levels and financial commitments to properly engage as a sponsor. This will also allow us to foster better relationships with current and new partners, vendors, and key stakeholders.

It is staff's goal to have a production contract executed by April 30, 2011. Selected contractor would be responsible for coordinating all the necessary services (stage, light, sound, talent, printing, etc) on the City's behalf. We anticipate that performing artists, advertising, marketing and expenditures in several areas will exceed the City Manager's authority as prescribed under the City's Purchasing Ordinance. If staff is required to bring each of these matters back to Council for approval, we would have difficulty negotiating the various agreements for these services in a timely manner. As such, we request authorization to allow the City Manager to exceed his purchasing authority, as it relates to the expenditures for the 2012 *Jazz in the Gardens* event.

Proposed Action:

We recommended that City Council authorizes the City Manager to negotiate and execute contracts as may be necessary and appropriate for the production of the Seventh Annual *Jazz in the Gardens* in March 2012; allowing a waiver of bid procedures, for purchases made in connection with the event, and authorizes the City Manger to exceed his purchasing authority, as may be necessary.

Attachment:

None.

RESOLUTION No. 2011-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A 2012 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AND TO RETAIN CONSULTANTS, AS MAY BE NECESSARY AND APPROPRIATE, FOR THE PRODUCTION OF THE SEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2012; PROVIDING FOR A WAIVER OF BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

18 WHEREAS, the City of Miami Gardens will celebrate its Seventh Annual Jazz in the
19 Gardens event in March 2012, and

20 WHEREAS, Jazz in the Gardens has become a premier Spring event in the
21 Southeast region of the United States, and

22 WHEREAS, it has brought national attention to the City of Miami Gardens, and

23 WHEREAS, to capitalize on this momentum, City staff desires to begin planning for
24 the 2012 event immediately after the conclusion of the 2011 event, and

25 WHEREAS, as in previous years, City staff is requesting that the City Council
26 provide any and all necessary authority to the City Manager to commence preparing for
27 the Seventh Annual Jazz in the Gardens event,

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 authorizes the City Manager to negotiate and execute all contracts and to retain
35 consultants, as may be necessary and appropriate, for the production of the Seventh
36 Annual Jazz in the Gardens event; authorizes a waiver of bid procedures for purchases
37 made in connection with the event; and authorizes the City Manager to exceed his
38 purchasing authority as may be necessary for the event.

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

62 MOVED BY: _____

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65 **VOTE:** _____

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

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

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

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

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

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

73 Councilman David Williams, Jr. _____ (Yes) _____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:	General Fund- Events & Media		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	RFP#10-11-011 – Jazz in the Gardens Venture			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	City Manager's Office			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A CONTRACT WITH AEG LIVE SE, LLC, TO PROVIDE SERVICES RELATED TO THE CITY'S ANNUAL JAZZ IN THE GARDENS EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens has engaged the services of Concertz Event Management and Saunders Entertainment Group over the past five years to produce the annual Jazz in the Gardens music festival on behalf of the City. Over the past few years the City has expressed a desire to expand and explore new opportunities with respect to the production of the event. In fact, the City has been approached with a few unsolicited proposals for the production and/or ownership of the Jazz in the Gardens Brand, all of which were ultimately, non viable partnerships. On July 28, 2010, Council instructed staff to issue a formal bid solicitation for the production of Jazz in the Gardens.

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Contract with AEG Live SE, LLC**

Current Situation

Per council direction, staff prepared specifications to solicit for a qualified firm to collaborate with the City to produce the Jazz in the Gardens event. A broadcast notice was sent on December 3, 2010 to 116 vendors. Eleven proposal packages were requested. The proposals were opened on January 21, 2011. One proposal was received and publicity read. The proposal was received from AEG Live SE, LLC, located in West Palm Beach, FL. A copy of the proposal document and submittal is available at the Assistant to the Mayor and Council's office for review.

A committee meeting was held to discuss the evaluation process. The Committee discussed questions for the references submitted by the company, an oral presentation date and items the firm should address in their presentation. References were all very favorable.

The oral presentation was held on March 1, 2011. The Committee was impressed by AEG Live's presentation and upon conclusion; the committee met and agreed to recommend award to AEG Live SE, LLC, to produce the Jazz in the Gardens events.

AEG Events Similar in Size or Scope of Jazz in the Gardens:

- SunFest, West Palm Beach, FL
- New Orleans Jazz & Heritage Festival, New Orleans, LA
- Jacksonville Jazz Festival, Jacksonville, FL
- DeLuna Fest, Pensacola, FL

Benefits to this Deal:

- Taking advantage of economies of scale when it comes to procuring production equipment and services (i.e. sound and lighting, instrumental rentals, etc.);
- AEG Live produces numerous events across the country they have the ability to navigate desired artists to Jazz in the Gardens as part of tours versus having an artist assembly their band just to play our event (which costs the city more money);
- Commitment to retaining subcontractors with historical knowledge of the Jazz in the Gardens music festival;
- Ability to tap into national sponsors by way of AEG Lives' corporate sponsorship division.

Proposed Action:

That City Council approve the attached resolution authorizing the City Manager and City Attorney to negotiate and execute a contract with AEG Live SE, LLC to provide services related to the Jazz in the Gardens events in accordance with the budgeted amount.

Attachment:

None.

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A CONTRACT WITH AEG LIVE SE, LLC, TO PROVIDE SERVICES RELATED TO THE CITY'S ANNUAL JAZZ IN THE GARDENS EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has held an annual Jazz in the Gardens event for the past six (6) years, and

WHEREAS, in recent years, the City has been approached with various unsolicited proposals for production and ownership of the Jazz in the Gardens brand, none of which have proved viable, and

WHEREAS, on July 28, 2010, the City Council instructed staff to issue a formal solicitation for the production of Jazz in the Gardens, and

WHEREAS, per City Council's direction, City staff prepared specifications to solicit qualified firms to collaborate with the City to produce the Jazz in the Gardens event, and

WHEREAS, broadcast notice was sent out on December 3, 2010, and proposals were opened on January 21, 2011, and

WHEREAS, only one (1) proposal was received and publicly read, and

WHEREAS, prior to receiving the solicitations, an evaluation committee was formed in an effort to evaluate the expected proposals, and

WHEREAS, although only one (1) proposal was submitted, the committee met to discuss the proposal and to evaluate the company's ability to produce the Jazz in the Gardens event, and

WHEREAS, an oral presentation was made on March 1, 2011, and

30 WHEREAS, based upon AEG Live SE, LLC's history with events like Jazz in the
31 Gardens and its reputation in the industry, it is being recommended that City Council
32 authorize the City Manager and City Attorney to negotiate and execute an agreement
33 with AEG Live SE, LLC to produce the Jazz in the Gardens event,

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

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

39 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
40 hereby authorizes the City Manager and City Attorney to negotiate and execute an
41 agreement with AEG Live SE, LLC to provide services related to the City's Annual Jazz
42 in the Gardens event.

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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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, Jr.	_____ (Yes)	_____ (No)
Councilman David Williams Jr.	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Parks and Recreation		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> 2. Improve City infrastructure 2.5 Increase Citywide tree Canopy (planting trees)			
	X						
Sponsor Name	Danny O. Crew, City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00); AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The loss of tree canopy from past storms has created a negative ecological and aesthetic impact in the City of Miami Gardens. To address this concern, staff recommends applying for the 2011 Urban and Community Forestry Grant Program.

**ITEM K-6) CONSENT AGENDA
RESOLUTION
Florida Dept. of Agriculture
and Consumer Services Grant**

The Urban and Community Forestry (U&CF) Program addresses the stewardship needs of natural resources where 80 percent of the nation's population lives, works, and plays. In the City of Miami Gardens, the quality of life is closely connected with land conversion associated with development, hence there is a strong economic case for conserving and restoring tree cover and green open space to help guide growth and improve the livability of community neighborhoods.

Part of the U&CF grant application requires Council to support a resolution authorizing the City Manager to apply for the grant and to enter into a Maintenance Memorandum of Agreement with the Florida Department of Agriculture and Consumer Services. Staff will apply for \$16,000 in grant funds to support the city's urban tree canopy program.

The grant requires a dollar-for-dollar match from the City in the event the grant is awarded.

Proposed Action:

That City Council approve this resolution to give the City Manager the authorization to apply for 2011 Urban and Community Forestry Grant; allow the City Manager to enter into agreement with the Florida Department of Agriculture and Consumer Services upon receiving the grant award; and appropriate the required matching funds.

Attachment:

None.

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00); AUTHORIZING A MATCH OF FUNDS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the quality of life and the City of Miami Gardens residents is closely connected with land conservation and development, and

WHEREAS, conserving and restoring tree cover and green open space will help guide growth and improve the livability of the City's neighborhood, and

WHEREAS, City staff recommends that the City apply for the 2011 Urban and Community Forestry Grant administered through the Florida Department of Agriculture and Consumer Services, and

WHEREAS, the Grant requires a 100% match which will come from the City's fiscal year 2012 stormwater fund,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to apply for a grant with the Florida Department of Agriculture and Consumer Services and to take any and all steps necessary to accept Grant Funds in the amount of Sixteen Thousand Dollars (\$16,000.00), and a match of

32 funds in the same amount. The City Council further authorizes the City Manager to
33 enter into an agreement for this purpose.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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Moved by: _____

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VOTE: _____

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

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
		X			X		
Funding Source:	Florida Department of Transportation		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Enhance overall quality of life: -Improve Infra-structure			
Sponsor Name	Danny O. Crew, City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION IMPROVEMENTS ON N.W. 207TH STREET, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Florida Department of Transportation (FDOT) District #6, is developing the design for a project on NW 27 Avenue to create two northbound and southbound left turn lanes at the NW 207 Street Intersection. Since NW 207 Street is a city-owned street a Memorandum of Agreement is necessary for FDOT to do implement the proposed project.

The design for this proposed project calls for a single eastbound through lane be provided by changing the other existing through lanes into an exclusive right turn only lane. The concrete divider on NW 207

**ITEM K-7) CONSENT AGENDA
RESOLUTION
Agreement w/ FDOT**

Street will be reduced east and west of NW 27 Avenue. This project will also widen NW 207 Street from NW 28 Court to NW 25 Avenue to improve merging conditions. On the south and north side of NW 207 Street the road will be widened.

The project also includes: repaving of NW 207 Street from NW 28 Avenue to NW 25 Avenue; installing drainage along NW 207 Street from NW 28 Court to NW 25 Avenue; reconstructing pedestrian ramps; adding traffic signal heads for the proposed northbound and southbound dual left turn lanes, and replacing existing traffic signal heads with LED signal heads; and installing new signs and pavement markings.

Construction is anticipated to start in December 2011 and last about 120 days. The estimated cost to FDOT is \$600,000. Notifications will go out to the residents within 300 feet of the project limits. The possible impacts in the area will be temporary sidewalk closures and temporary lane closures during non-rush hours. Road closures and detours are not expected during construction of this project.

Proposed Action:

It is recommended that City Council authorize the City Manager to take any and all steps necessary to fully execute the Memorandum of Agreement with the FDOT regarding the off-FDOT system construction improvements on NW 207 Street.

Attachment:

Attachment A - Memorandum of Agreement

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION IMPROVEMENTS ON N.W. 207TH STREET, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislature has mandated that the Florida Department of Transportation ("FDOT") complete various roadway improvement projects, and

WHEREAS, roadway improvements on N.W. 207th Street have been included in the mandate, and

WHEREAS, since N.W. 207th Street is owned by the City of Miami Gardens, the execution of a Memorandum of Agreement is necessary for FDOT to begin the proposed project,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizing the City Manager and City Clerk to execute and attest, respectively, that certain Memorandum of Agreement with the Florida Department of Transportation for construction improvements on N.W. 207th Street, a copy of which is attached hereto as Exhibit "A".

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

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

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

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SHIRLEY GIBSON, MAYOR

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46 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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Moved by: _____

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VOTE: _____

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Mayor Shirley Gibson _____ (Yes) _____ (No)

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Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

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Councilman David Williams Jr. _____ (Yes) _____ (No)

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Councilwoman Lisa Davis _____ (Yes) _____ (No)

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

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Councilwoman Felicia Robinson _____ (Yes) _____ (No)

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

**MEMORANDUM OF AGREEMENT
REGARDING
OFF-SYSTEM CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS**

**Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida
("CITY")**

This Agreement is made and entered into as of _____, 2011, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department"), and CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida (the "City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the State of Florida Legislature has approved the Department's Work Program and mandated the Department to complete the various projects included in the Department's Work Program; and

WHEREAS, included in the Department Work Program is Project Number FM 425213-1-52-01 on S.R. 817/N.W. 27th Avenue from south of N.W. 207th Street to N.W. 208th Terrace, located in Miami-Dade County, Florida, which includes the improvement of roads not on the State Highway System; and

WHEREAS, the Parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the project, including the design, construction, construction inspection, utilities, permits, easements, and other tasks associated with those improvements that are on roads not on the State Highway System.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

2. The Parties agree that the Department intends to undertake and complete project number FM 425213-1-52-01 on S.R. 817/N.W. 27th Avenue from south of N.W. 207th Street to N.W. 208th Terrace (the “Project”), depicted in Exhibit A, attached herein. The Project shall include improvements on N.W. 207th Street, a road not on the State Highway System (the “Local Roadway Improvements”) also depicted in Exhibit A, and all activities associated with, or arising out of construction of the Local Roadway Improvements. The City agrees to cooperate with and support the Department’s work efforts in these regards. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department’s guidelines, standards, and procedures. The Department shall have final decision authority with respect to all aspects of design and construction of the Local Roadway Improvements.
3. The Parties acknowledge and agree that the City has reviewed the Project Design Plans which the Department submitted via email to the City, and that the City submitted its comments regarding the Project Design Plans via email to the Department. The Parties further agree that the Department has addressed all of the City’s comments regarding the Project Design Plans, which the City submitted via email (hereinafter the “Review Process”). The Parties agree that the plans attached hereto as Exhibit A are the product of the Review Process, and the City authorizes the Department of Public Works to issue a permit (the “Permit”) to the Department’s Contractor, authorizing the Department to construct the Local Roadway Improvements in accordance with Exhibit A. By issuing the Permit, the City agrees that the Department may proceed to construct the Project in accordance with the Schedule of Work included in Exhibit A. The City acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will provide law enforcement officers as required by the Department’s Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The City agrees that the Permit will not impose any conditions other than those included in this Agreement, and the terms of this Agreement supersede any conflicting terms in the Permit. Additionally, the City waives any permit fees that may apply to issuance of the Permit.

Major modifications of the permitted plans (Exhibit A) that concern the Local Roadway Improvements must be submitted to the City for review using the Review Process. A Major Modification is any modification that materially alters the kind or nature of the work

depicted in the permitted plans (Exhibit A), or that alters the integrity or maintainability of the Local Roadway Improvements or its components. Subsequent to the City's review of the Major Modification(s) through the Review Process, the City will update the Permit to reflect the submitted changes in accordance with the terms of this Agreement.

4. The City acknowledges that it has reviewed the attached Project Utility Relocation Schedule and Utility Work Agreements (Composite Exhibit B) and agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the City's right-of-way.
5. The City acknowledges that the Department is utilizing Federal funds to construct the Project, and as a result thereof, the City agrees to perpetually maintain the Local Roadway Improvements. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but are not limited to, roadway surfaces, shoulders, roadside structures, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements, except to the extent that the maintenance has been delegated to or is under the jurisdiction of another entity.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the City's right-of-way and the improvements and structures located within City's right-of-way, are and will remain under the ownership of the City, and the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to the Project.
7. The Department shall require its construction Contractor to maintain, at all times during the construction, regular Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of

\$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may be required by the Department for construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the Department as additional insured on the afore-stated policies, and to name the City as additional insured on the afore-stated policies with regards to activities performed within the City's right-of-way. The Department shall also require its Contractor to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

8. The Department shall notify the City at least 48 hours before beginning construction within the City's right-of-way. Such notification may be provided verbally or via email, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.

The Department agrees that the City may, at reasonable times during the construction of the Local Roadway Improvements and with regards to the Project limits located within City right-of-way, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant to the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the City, the Department shall coordinate with its Contractor to provide access to the City for performance of said inspections.

9. During construction, maintenance of the Local Roadway Improvements shall be the responsibility of the Department and its Contractor. Upon completion of construction, the Department will invite the City on the Final Inspection of the Local Roadway Improvements and will incorporate valid City concerns that are within the scope of the contract into the final Project punch list to be corrected by the contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM). The City's presence at the Final Inspection, however, is not mandatory, and the Department shall conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its Contractor, whether or not the City attends the Final Inspection.

Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the City. As of the date of the Notice of Final Acceptance, the City shall be immediately responsible for the maintenance of the Local Roadway Improvements. Notwithstanding the issuance of the Notice of Final Acceptance, the City may notify the Department Project Manager of deficiencies in the Local Roadway Improvements that may be covered by the warranty provisions in the Contract between the Department and its Contractor. The Department shall enforce the warranty if the remedial action is required by the warranty provisions, as determined by the Department. Additionally, the Department shall have the right to assure completion of any punch list by the Contractor.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the City final as-built plans for the Local Roadway Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the City's right-of-way used to construct the Local Roadway Improvements and shall remove the Department's property, machinery, and equipment from said portions of the City's right-of-way. Furthermore, the Department shall restore those portions of the City right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

10. This Agreement shall become effective as of the date both Parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of Notice of Final Acceptance.

Prior to commencement of construction, the Department may, in its sole discretion, terminate this agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall provide formal notice of termination to the City, as set forth in paragraph 20 of this Agreement.

11. In the event that any election, referendum, approval or permit, notice or other proceeding, or authorization is required to carry out the Project, the City agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.

12. The Parties acknowledge and agree that the Project shall be constructed using Federal funds and that all costs incurred must be in conformity with applicable Federal and State laws, regulations, and policies and procedures.
13. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.
14. In the event that this Agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

15. The Department is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
17. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.

- 18. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this agreement.
- 19. In accordance with Executive Order No. 11-02 all Department Vendor/Contractors shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.
- 20. All notices required pursuant to the terms hereof, shall be in writing and shall be sufficient if sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the City:

O. Tom Ruiz, CGC, CFM Public Works Director
 1050 NW 163 Drive
 Miami Gardens, Fl 33169
 305-622-8048 Office
 305-622-8032 Fax

To the Department:

Director of Transportation Operations
 State of Florida, Department of Transportation
 1000 N.W. 111th Avenue,
 Miami, Florida 33172

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF MIAMI GARDENS

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

FM # 425213-1-52-01
Page 8 of 8

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title: Director of Transportation Operations

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

Department Legal Review:

By:

City Attorney



City of Miami Gardens Agenda Memo

City Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution x	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	N/A			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL REGARDING PLANNING AND ZONING FEES IN ACCORDANCE WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City's Revenue Manual establishes fees for City services including Building, Planning and Zoning fees. The City adopted the latest version of the Revenue Manual for FY 2010-2011 on September 22, 2010. On March 2, 2011 the Council amended discounts for landscape-related zoning and building fees to extend the first year discount for another year. The landscape-related discounts are incentives for early compliance with the new code.

Current Situation

The Development Services Fund, for which the Planning and Zoning Department represents 9%, was established as an enterprise fund with the overall goal of revenues paying for services provided, similar to the Stormwater

**ITEM K-8) CONSENT AGENDA
RESOLUTION
Amending the Revenue Manual**

Revise Revenue Manual for Planning and Zoning Fees

enterprise funds. However, due to the ever fluctuating permit revenue, the Development Services Fund has had to receive a subsidy from the General Fund for the past several years. The proposed revenue for the Planning & Zoning Department for FY 2011 was \$285,000. As of March 22, 2011, the department has realized \$162,121 (57%) of the budgeted amount.

In an effort to bring the Development Services Fund in line with the goal of being self-sufficient, Staff is proposing a revision of the Planning and Zoning Department's fees as reflected in Exhibit "A". The basis of existing fees has primarily been driven by comparisons with other local governments. The basis of the proposed fee revisions regards more closely reflecting the resources utilized by Planning and Zoning as well as Building Services, City Clerk, City Attorney, Public Works – Administration, and City Management, to review and process applications. Some highlights of the proposed fee revisions are as follows:

1. Impacts to residential property owners who typically request single family related setback variances, administrative variances, tree removal and similar home-related applications are on average less than 15% overall or unchanged (depending on the specific application).
2. Impacts to commercial and other nonresidential or multiple family related applications, especially public hearings, rezoning, subdivisions, site plan and other similar reviews average increases of 100 – 200%.
3. Discounts for Signs and Landscape related permits are not changed due to the City's policy to continue to encourage and otherwise incentivize compliance with these regulations.
4. No changes are proposed for commercial vehicle parking fees due to the recent implementation of this program.

Proposed Action:

City Staff recommends Council approval of a resolution to revise Planning and Zoning fees as set forth in Exhibit "A".

Attachments:

- Exhibit "A", Recommended Amendments to Revenue Manual

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL REGARDING PLANNING AND ZONING FEES IN ACCORDANCE WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Revenue Manual establishes fees for City services, including Building and Planning and Zoning fees, and

WHEREAS, on September 22, 2010, the City adopted the latest version of the Revenue Manual for Fiscal Year 2010-2011, and

WHEREAS, the City's Planning and Zoning Department receives approximately 9% of its funding from the Development Services Fund, and

WHEREAS, due to ever fluctuating revenue, the Development Fund has had to receive subsidies from the General Fund over the past several years, and

WHEREAS, in an effort to make the Development Services Fund more self sufficient, City staff recommends revising the Planning and Zoning Department's fees as reflected in Exhibit "A",

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby amends the City's Revenue Manual regarding Planning and Zoning fees in accordance with Exhibit "A", attached hereto.

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

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

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SHIRLEY GIBSON, MAYOR

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39 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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51 Moved by: _____

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53 **VOTE:** _____

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

56 Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

57 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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Page 200 of 237

Exhibit "A" - Planning and Zoning Fee Revisions			
Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
Zfee	Standard Letters including but not limited to Zoning Verification, Plat letters, and other similar verification letters.	\$ 100.00	\$288.00
Zfee	Group Home Inspection	\$ 100.00	\$288.00
Zspec	Special Letter/Research Request Base Fee including Alcoholic Beverage Approval Form, Concurrency Letters, and similar requests and research	\$200.00	\$288.00
z000	Special Request Additional Fees: Hourly salary by employee, plus expenses, plus a multiplier of 3.0 to cover availability such as building	Varies	Varies
Zgrphm	Group Home/Community Residential Home Letter	\$230.00	\$384.00
zgh01 thru 04	Request for Group Home Extension/Renewal of Approval	\$230.00	\$230.00
PUBLIC HEARING, ADMINISTRATIVE VARIANCE OR WAIVER, APPLICATION FEES			
PUBLIC HEARING FEES APPLICABLE TO:	SINGLE FAMILY, DUPLEX AND TOWNHOUSE:		
z983	PH Non-Use Variance Public Hearings for Single Family Residential/One Lot Residential	\$1,600.00	\$1,600.00
z984	PH Non-Use Variance Resulting from Violation for Single Family Residential/One Lot Residential	\$1,900.00	\$1,900.00
Z999	Mailed Notice for Single-Family/ One Lot Residential Non-Use Variance	\$250.00	\$250.00
z220	Administrative Variances or Waivers; Dimensional requirements - Single family, duplex, townhouse.	\$700.00	\$700.00
PUBLIC HEARING FEES APPLICABLE TO:	MULTIPLE FAMILY RESIDENTIAL, OFFICE, COMMERCIAL, INDUSTRIAL AND OTHER NON-RESIDENTIAL USES		
Z100	Basic Fee for Processing Public Hearings for Multiple Family Residential and other Non-Residential Uses	\$1,100.00	\$2,304.00
Z101	Basic Processing Fee for Public Hearing with Violation for Multiple Family Residential and other Non-Residential Uses:	\$2,200.00	\$4,608.00
Z104	Zone Change from any zone to Single Family or Duplex	\$1,500.00	\$2,848.00
Z114	Zone Change to Multiple Family or Office Zoning	\$4,000.00	\$8,768.00
Z134	Zone Change to Commercial/Business Zoning	\$4,000.00	\$13,152.00

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Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
Z144	Zone Change to Industrial Zoning	\$4,000.00	\$13,152.00
Z124	Zone Change to Planning Development	\$5,000.00	\$15,797.00
z974	Special Exception Use- Residential	\$2,500.00	\$5,536.00
Z974NR	Special Exception Use- Nonresidential / Commercial / Industrial	\$4,000.00	\$15,072.00
z116	Public Hearing - Revisions to Plans	\$900.00	\$2,826.50
z117	Public Hearing - Revision to Plans if submitted 30 days or less prior to hearing	\$1,200.00	\$5,511.50
z975	Modify/Delete Condition or Stipulation	\$1,500	\$4,160.00
z977	Site Plan Review (SPR) for Residential Development (Not applicable to One Lot Single Family Dwelling, Duplex or Townhouse)	\$1,500	\$3,210.50
Z978	a. SPR Resident Property Size -Per 10 Acres Or Portion Thereof	\$733.00	\$1,152.00
Z979	b. SPR Residential - # Of Units - Per 15 Units Or Portion Thereof	\$367.00	\$768.00
Z980	Basic Fee for Public Hearing for Commercial /Industrial /Nonresidential	\$2,200.00	\$4,565.00
z981	a. PH Commercial/Industrial/Nonresidential Property Size - Per 10 acres or portion thereof	\$900.00	\$1,536.00
z982	b. PH Commercial/Industrial/Nonresidential Size of Building - Per 5,000 sq. ft. or portion thereof.	\$300.00	\$768.00
z985	Public Hearings For Private Schools, ACLF, Nursing Homes, Convalescent Homes and Places of Public Assembly	\$3,000.00	\$5,760.00
z986	Result of Violation for Public Hearings For Private Schools, ACLF, Nursing Homes, Convalescent Homes and Places of Public Assembly	\$3,670.00	\$8,224.00
z999	Mailed Notice Requiring Radius of Five Hundred (500) Feet	\$2,700.00	\$2,700.00
Z2999	Mailed Notice Requiring Radius of One Half (½) Mile	\$4,200.00	\$4,200.00
	Revision of Legal Description - Public Hearing Applications	\$600.00	\$2,464.00
ZPHDEF	Public hearing application that is deferred or remanded: Cost of advertisement plus \$300	300	\$667.00
ADMINISTRATIVE VARIANCES OR WAIVERS			
z223	AV - Variances or Waivers; multi-family, non-residential	\$1,500.00	\$3,072.00
z224	AV - all other requests	\$500.00	\$1,536.00
z 221	AV - If Result of Violation	Double Fee	Double Fee
z202	AV - Appeal of an AV Decision	\$800.00	\$1,920.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
VESTED RIGHTS AND CERTIFICATE OF NON CONFORMITY			
zvest1	Vested Rights Determination - Residential Uses (Single Family or Duplex Lot, Townhouse)	\$1,500.00	\$1,500.00
zvest2	Vested Rights Determination - Nonresidential/Mixed Use/Multifamily/Residential Subdivision	\$2,200.00	\$4,224.00
znon1	Certificate of Non-Conformity - Residential Uses (Single Family or Duplex Lot, Townhouse)	\$1,500.00	\$1,500.00
znon2	Certificate of Non-Conformity - Nonresidential/Mixed Uses/Multifamily/Residential Subdivisions	\$2,200.00	\$4,224.00
SUBSTANTIAL COMPLIANCE/MODIFICATION			
z410	Substantial Compliance. - Residential Fee (Single Family or Duplex Lot, Townhouse)	\$1,500.00	\$1,500.00
z411	Substantial Compliance - Commercial / Industrial / Office / Nonresidential/Multifamily/Residential Subdivision	\$2,200.00	\$3,840.00
z412	Substantial Compliance Plan Revisions	\$900.00	\$1,152.00
z500	Appeals of Substantial compliance determination to the City Council	\$1,100.00	\$2,304.00
Z501	Additional fee for Site Plan Modifications	\$1,100.00	\$2,304.00
Z505	Administrative Modification	\$1,500.00	\$2,304.00
SITE PLAN REVIEW			
z703	Basic Fee for Multiple Unit Residential Site Plan Review (Does not apply to single family residence, duplex or townhouse)	\$1,500.00	\$1,920.00
z704	a. SPR Residential Property Size - Per 10 acres or portion thereof	\$733.00	\$768.00
z705	b. SPR Residential # of units - Per 15 units or portion thereof.	\$400.00	\$768.00
z706	c. SPR Revision to Residential Plans	\$900.00	\$1,920.00
z707	SPR Commercial/Industrial/Nonresidential Basic Fee	\$2,200.00	\$3,840.00
z708	SPR Commercial/Industrial/Nonresidential Property Size - Per 10 acres or portion thereof	\$900.00	\$1,536.00
z709	SPR Commercial/Industrial/Nonresidential Size of Building - Per 5,000 sq. ft. or portion thereof.	\$300.00	\$384.00
z711	SPR Projects Plan Revisions - Commercial/Industrial/Nonresidential	\$900.00	\$1,536.00
z800	SPR-Lake Excavation Basic Fee	\$1,100.00	\$1,920.00
z801	SPR-Lake Excavation Size of Property - Per 10 acres or portion thereof of water surface area.	\$300.00	\$768.00
z987	Lake Excavation Hearing	\$1,000.00	\$2,304.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
z988	Violation-Lake Excavation	\$2,000.00	\$3,840.00
z989	Lake Excavation-Site Plan Review	\$1,100.00	\$1,920.00
z990	Lake Excavation - Size Of Lake - Per 10 Acres Or Portion Thereof Of	\$500.00	\$768.00
z510	SPR Lake Excavation Plan or Revisions	\$800.00	\$1,152.00
LANDSCAPE AND TREES			
ZLSP01	Landscape Plan Approval - Single Family and Duplex, townhouse residential	\$50.00	\$50.00
ZLSP04	Landscape Plan Approval - Commercial, Industrial, Other Nonresidential, Multi-Family, Residential Subdivision	\$1,000.00	\$3,413.00
ZLSP06	Landscape Plan Revision	\$200.00	\$384.00
ZTSFD	Tree Removal Permit - Single Family Residential when DERM permit required	\$50.00	\$50.00
ZTSFBI	Tree Removal, Single Family Residential - Before Inspection: \$63 appl. + \$35* insp. = \$98	\$98.00	\$98.00
ZTSFAI	Tree Removal, Single Family Residential - After Inspection: \$35* appl. + \$12/tree up to a max of \$320	Varies	Varies
ZTMFBI	Tree Removal, Multi-family Residential - Before Inspection: \$80 appl. + \$35* insp. = \$115	Varies	Varies
ZTMFAI	Tree Removal, Multi-family Residential - After Inspection: \$35 appl. + \$12/tree up to a max of \$395/(acre)(canopy)	Varies	Varies
ZTOBI	Tree Removal, Business / Commercial /Industrial /Nonresidential - Before inspection: \$105 appl. + \$35* insp. = \$140	Varies	Varies
ZTOAI	Tree Removal, Business / Commercial /Industrial /Nonresidential - After inspection \$35*insp. + \$12//tree up to max of \$395/(acre)(canopy)	Varies	Varies
ZROWBI	Swale / Right-of-Way (By Public Works Department) - Before Inspection \$28 appl. + \$35* insp. = \$63	\$63.00	\$63.00
ZROWAI	Swale / Right-of-Way (By Public Works Department) - After Inspection: \$35 insp. + \$6/tree up to max of \$265/(acre)(canopy)	Varies	Varies
ZTRIF	Tree Removal Inspection Fees are based on removal of less than 20 trees. The fee may be raised as follows: 20-100 trees: \$65; 100-200 trees: \$130; More than 200 trees: \$265	Varies	Varies
ZTTFPT	Tree Trust Fund per tree, Minimum of \$200.00	\$200.00	\$400.00
ZTFEST	(Or) the estimated cost of the tree(s), if greater than \$200: varies based on tree cost.	Varies	Varies
LANDSCAPE PLANS AND INSTALLATION AMORTIZED PER LANDSCAPE REGULATIONS			

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Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
Discount for all landscape related planning and building fees per the following percentages:			
	Applications made between March 1, 2011 and March 1, 2012	80%	80%
	Applications made between March 2, 2012 and April 6, 2012	60%	60%
	Applications made between April 7, 2012 and April 6, 2013	40%	40%
	Applications made between April 7, 2013 and April 6, 2014	20%	20%
	Applications made between April 7, 2014 and April 6, 2015	10%	10%
	Applications made after April 7, 2015	No discount	No discount
INSPECTIONS, GENERAL AND EXTRA			
	Unless otherwise provided, each inspection by the Planning and Zoning Department shall include but not be limited to the following fee:		
ZEXINS	Extra inspection, wrong address given, corrections not made or completed at time specified, failure to provide access to property, inspection card not clearly visible: \$90.00	\$90.00	\$192.00
ZINSOV	Inspections for expedited service or requiring overtime, per hour, minimum 2 hours	\$100.00	\$192.00
	Nonrefundable Application Fee for Selected Permits such as: Temporary Signs, Tree Removal, Group Homes/CRH	\$25.00	\$96.00
CHARGES FOR CONSULTING SERVICES			
	Per City Ordinance 2003-13, charges incurred by the City for consultants that may be necessary for any zoning application, site plan review, plat/subdivision review or inspection, construction project, site inspection, including but not limited to engineering, architectural, planning, legal, technical, environmental or other similar or related professional services shall be paid by the applicant in addition to any other application fees or charges. Applicant shall the City up front for the estimated cost of such consultant or professional services.	Varies by scope of services	Varies by scope of services
SIGNS			
zsgn01	Sign Plan Single Use	\$250.00	\$250.00
zsgn02	Modification Sign Plan Single Use	\$100.00	\$100.00
zsgn03	Multi-Use / Multi-Tenant (less than 200 ft frontage)	\$500.00	\$500.00
zsgn04	Multi-Use / Multi-Tenant (greater than 200 ft frontage)	\$750.00	\$750.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
zsgn05	Modification of Sign Plan (Multi-Use)	\$250.00	\$250.00
zsgn06	Administrative Variance for Sign Plan	\$750.00	\$750.00
zsgn07	Entrance Feature Sign	\$750.00	\$750.00
zsgn08	Window Sign Permit (per tenant)	\$50.00	\$50.00
Temporary Signs Requiring a Permit			
zsgn09	Construction - Typical	\$50.00	\$50.00
zsgn10	Temporary Construction Fence Sign	\$150.00	\$150.00
zsgn11	Real Estate (Non-Residential)	\$50.00	\$50.00
zsgn12	Miscellaneous (to be applied by Director)	\$150.00	\$150.00
zsgn13	Fees Resulting from Violation	Double Permit Fee	Double Permit Fee
zsgn19	Banner Sign	\$50.00	\$50.00
zsgn20	Costume/Mascot/Figurine Signs	\$50.00	\$50.00
zsgn21	Balloon or Spotlight search light sign	\$100.00	\$100.00
National Event Signs on Private Property			
zsgn14	1. Minimum fee for signs 40 sq. ft. or less	\$1,000.00	\$1,000.00
zsgn15	2. Minimum fee for signs greater than 40 sq. ft.	\$4,000.00	\$4,000.00
zsgn16	3. Per Square Foot above minimum fee	\$10.00	\$10.00
National Event Signs on Public and/or Public Rights-of-Way			
Existing	1. Minimum fee	\$250.00	\$250.00
Existing	2. Per Square Foot above minimum fee	\$10.00	\$10.00
Sign Variances			
z997	Non-Use Variance - Signs	\$1,800.00	\$1,800.00
Part of Z997	Non-Use Variance - Signs, Additional Fee Per Sign	\$250.00	\$250.00
z998	Result Of Violation - Non-Use Variances-Signs	\$3,000.00	\$3,000.00
SIGNS AMORTIZED PER SIGN REGULATIONS			
Discount for all building and planning fees per the following percentages:			
	Applications made between February 13, 2010 and February 12, 2011	40%	40%
	Applications made between February 13, 2011 and February 12, 2012	20%	20%
	Applications made between February 13, 2012 and February 12, 2013	10%	10%
	Applications made after February 13, 2013	No discount	No discount
COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP)			
	1. Future Land Use Plan Map Amendment By Gross Acres		
	Up to 5.0	\$12,000.00	\$12,000.00
	5.1 - 10.0	\$22,000.00	\$22,000.00
zlup01	10.1 - 20.0	\$43,000.00	\$43,000.00
	20.1 - 40.0	\$65,000.00	\$65,000.00
	40.1 - 80.0	\$86,000.00	\$86,000.00
	80.1 - and above	\$103,000.00	\$103,000.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
z lup02	2. Other Revision of the Future Land Use Plan (FLUP) Text: Each issue-proposal (per paragraph)	\$18,000.00	\$18,000.00
z lup03	3. Environmental/Historical or other CDMP Map: Each issue/item including associated text	\$18,000.00	\$18,000.00
z lup04	4. Covenant revisions and other changes amending land uses relating to specific land parcels	\$18,000.00	\$18,000.00
z lup05	Transportation Element	\$18,000.00	\$18,000.00
z lup09	Capital Improvements Elements (CIE) - Each proposed project line item	\$18,000.00	\$18,000.00
z lup10	Capital Improvements Elements (CIE) - Urban Infill or Concurrency Exception Area Maps	\$52,000.00	\$52,000.00
z lup11	1. All Elements - Each Level of Service (LOS) Standard - addressing goal, objective, policy, or map	\$52,000.00	\$52,000.00
z lup12	2. All Elements - Each Non LOS Standard - addressing goal, objective or policy	\$20,000.00	\$20,000.00
z lup13	3. All Elements - Each monitoring measures item	\$11,000.00	\$11,000.00
z lup14	4. All Elements - Each other text change proposal item (up to 5 sentences)	\$18,000.00	\$18,000.00
z lup15	5. All Elements - Each other map change proposal or item	\$18,000.00	\$18,000.00
z lup16	6. All Elements - One or more non-Land Use Plan Map amendment proposals	\$35,000.00	\$35,000.00
DEVELOPMENT REVIEW COMMITTEE (DRC) AND OTHER FEES			
Zcdd	Community Development District Fee	\$15,000.00	\$15,000.00
mp29	DRC - Pre-application Conference Review Fee	\$500.00	\$2,197.00
z _____	Administrative release, modification, revision of condition of development order approval	\$1,000.00	\$1,696.00
ze030	Development Order	\$5,000.00	\$10,581.00
Ze030	DRI - Development of Regional Impact Development Order or Related Review	\$12,000.00	\$25,908.00
	Other/Miscellaneous - Minor	\$100.00	\$384.00
	Other/Miscellaneous - Major	\$500.00	\$2,304.00
PLATTING AND SUBDIVISION			
zplt02	Tentative Plat Application Base Fee	\$2,082.00	\$4,474.50
zplt03	Surveyor Review Fee	\$1,000.00	\$1,920.00
zplt04	Additional fee for each site over 6 sites/lots/tracts	\$10.90	\$76.80
zplt05	Resubmission of Tentative Plat	\$725.04	\$1,920.00
zplt06	Resubmission of Tentative Plat with New Owner, no other revision	\$468.00	\$1,536.00
zplt07	Resubmission of Tentative Plat due to non- compliance	\$1,000.00	\$1,920.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
zplt08	Request for Extension of Tentative Plat: Prior to Expiration	\$1,055.76	\$1,920.00
zplt09	Request for Extension of Tentative Plat: After Expiration	\$2,047.92	\$3,840.00
zplt10	Waiver of Plat Application Base Fee	\$2,082.00	\$2,688.00
zplt11	Waiver of Plat Revision to change parcels at owner's request (same or new owner)	\$546.00	\$768.00
zplt12	Waiver of Plat change of owner, no other revisions	\$468.00	\$768.00
zplt13	Resubmission of Waiver of Plat due to non-compliance with staff/DRC recommendations	\$1,000.00	\$1,152.00
zplt14	Waiver of subdivision code requirements, additional fee for review of Tentative Plat or Waiver of Plat which includes a request to waive subdivision	\$468.00	\$768.00
zplt15	Waiver of subdivision code requirements, additional fee for request to waive underground requirements	\$156.00	\$384.00
zplt16	Waiver of subdivision, fee for correspondence answering inquiries	\$117.00	\$384.00
zplt17	Final Plat Base Fee, ten sites/tracts/lots or less	\$2,000.00	\$3,840.00
zplt18	Final Plat for more than ten sites/tracts/lots: Base Fee Plus \$150 per site in excess of 10 sites/tracts/lots	\$150.00	\$150.00
zplt19	Road Vacation, Dedication or Easement by Resolution	\$1,500.00	\$3,456.00
zplt20	Bonding: initial submittal and review of Agreement/Letter of Credit	\$200.00	\$1,786.50
zplt21	Bonding: review of corrected bonding documentation	\$50.00	\$645.25
zplt22	Bonding: processing the reduction or release of bond amount	\$100.00	\$1,402.50
COMMERCIAL VEHICLE PARKING			
ZBCVAFb	Nonrefundable Building Department Application Fee for Commercial Vehicle Applications	\$10.00	Delete: P&Z does intake.
ZCVP01	Commercial Vehicle Parking Permit for Single Family, Duplex, Townhouse, Apartment per vehicle, up to 2	\$25.00	\$25.00
Part of ZCVP01	Annual Renewal of Commercial Vehicle Parking Permit for Single Family, Duplex, Townhouse, Apartment per vehicle, up to 2	\$25.00	\$25.00
Part of ZCVP01	Commercial Vehicle Parking Permit for Industrially Zoned Properties	\$250.00	\$250.00

Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
Part of ZCVP01	Annual Renewal of Commercial Vehicle Parking Permit for Industrially Zoned Properties	\$250.00	\$250.00
Planning and Zoning Fees for Building Permit Review			
BDZREV	PLAN REVISIONS: A fee of \$51.50 per hour for a minimum of one (1) hour will be applied for revisions.	\$51.50	\$51.50
IDENTIFIED IN EACH FEE DEFINITION	Up-Front Processing Fee: 30% of zoning permit fee	30 % of zoning permit fee	30 % of zoning permit fee
BDZEXP	Expedite Building Plan Review		
BDZEXP	Residential: \$220.80 (first four hours)	\$220.80	\$220.80
BDZEXP	Residential: \$ 55.20 (each additional hour)	\$55.20	\$55.20
BDZEXP	Commercial: \$470.40 (first four hours)	\$470.40	\$470.40
BDZEXP	Commercial: \$117.60 (each additional hour)	\$117.60	\$117.60
ze70	Renewal of expired or abandoned plans in review shall be 50% of the original fee.	50% of original fee	50% of original fee
ze70	Minimum Fee for Building Permit shall be applicable to all items in this section except as otherwise specified. (With the exception of fees associated with windows, trusses, doors, skylights and all required shop drawings which are already included in the basic building permit fee, this minimum fee does not apply to add-on building permit fees issued as supplementary to current outstanding permits for the same job.)	\$25.00	\$25.00
BDZRES	NEW BUILDINGS AND/OR ADDITIONS - RESIDENTIAL		
BDZRES	0 - 300 S/F	\$30.00	\$30.00
BDZRES	301 - 650 S/F	\$60.00	\$60.00
BDZRES	651 - above (per sq. ft.)	\$0.10	\$0.10
BDZRES	Shade Houses (per sq. ft.)	\$0.01	\$0.01
BDZRES	Alterations or repairs to Single Family Residence or Duplex per \$1.00 of estimated cost or fractional part	\$0.014	\$0.014
BDZSHE	Sheds - Prefabricated utility shed with slab: (max 100 sq. ft. of floor area)	\$25.00	\$25.00
BDZCOM	New Construction: All others not single family residence. Other than as specified herein: (Water Towers, Pylons, Bulk Storage-Tank Foundations, Unusual Limited-use buildings, marquees, and similar construction) For each \$1,000 of estimated cost or fractional part	\$2.64	\$2.64

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Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
BDZCOM	Alterations and Repairs to Building: All others not single family residence. Paving/Restriping/ Resurfacing/ Seal Coating, and other Structures For each \$100 of estimated cost or fractional part	\$0.39	\$0.39
BDZTEN	Tents (per tent)	\$70.00	\$70.00
BDZTRA	Mobile Homes - Temporary Buildings - Trailers: Each installation	\$70.00	\$70.00
BDZNEW	Structures of unusual size or nature as arenas, stadiums and water and sewer plants the fee shall be based on ½ of 1% of the estimated construction cost	\$0.005	\$0.005
BDZMOV	Moving Buildings: For each 100 sq. ft. or fractional pa	\$2.94	\$2.94
BDSL	Slabs (each installation)	\$51.50	\$51.50
BDZFEN	Fences (Chain link/Wood) 0 - 500 linear ft	\$51.50	\$51.50
BDZFEN	Fences (Chain Link/Wood) Each additional 500 linear ft.	\$51.50	\$51.50
BDZMAS	Masonry Wall - Ornamental Iron (each linear ft)	\$0.35	\$0.35
BDZPOO	Swimming Pools, Spas, and Hot Tubs (each installation or repair)	\$51.50	\$51.50
BDZTEN	Temporary Platforms and Temporary Bleachers to be used for public assembly (each installation)	\$51.50	\$51.50
BDZAWN	Screen Enclosure, Awnings & Canopies (each installation)	\$51.50	\$51.50
BDZSIG	Sign Permit Fees		
BDZSIG	Per sign	\$51.50	\$51.50
BDZSIG	Signs-non-illuminated painted wall signs and balloons (per sign)	\$51.50	\$51.50
BDZSIG	Illuminated signs under electrical permits (per sign)	\$51.50	\$51.50
BDZSIG	Annual Renewal of Class C signs on or before October 1st of each year (per sign)	\$51.50	\$51.50
ZR44	Satellite Dish: All trades each	\$51.50	\$51.50

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Code Abbrev. - not adopted	Fee Description	Existing Fee	Proposed Fee
ZIPBD	Zoning Improvement Permit (ZIP) - pools (above ground over 24" deep, agricultural/farm building, canopy carports, screen enclosure, awnings, chickee huts, fences, masonry walls - ornamental iron fence, decorative garden-type water, parking lot refurbishing - resurfacing, re-striping or seal coating, and paving and drainage of existing parking lots, portable mini-storage unit, donation bins, recycling bins, mobile medical and professional units, anchoring, mooring, docking or storage of a houseboat, painted wall sign, balloon sign, stick on fabric letters	\$51.50	\$51.50



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		X	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:			Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input checked="" type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Councilman David Williams Jr.		Department:	Mayor & Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CREATING A CITY OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR ELEMENTARY-AGED STUDENTS RESIDING IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

A significant amount of published journals and articles reflect the widening gap that exists between the U.S. and other countries in the arena of science and engineering as it pertains to students in grades K-12. Moreover, it is well understood that by the time students in the U.S. reach high school, their interest in science and engineering is greatly diminished as a consequence of a lack of exposure and lack of resources. The lack of exposure to these fields is exponentially profound in predominantly minority communities like the City of Miami Gardens.

Current Situation

**ITEM K-9) CONSENT AGENDA
RESOLUTION
Creating the Miami Gardens
Science and Engineering Fair**

In an effort to cultivate increased exposure and interest in the fields of science and engineering, the attached resolution proposes that the City of Miami Gardens launch a Science and Engineering Fair to be carried out in partnership with all of the public elementary schools within the City's limits. The Fair would take place at an agreed upon time during the academic school year at the various schools, culminating in an exposition to be held at a site yet to be determined. Monetary awards would be provided to the 1st, 2nd, and 3rd place winners, along with a monetary award for the elementary school with the highest level of participation.

The sponsor of this resolution has identified private funding sources that will be used to provide the awards to both students and the winning school. The winners of the Science and Engineering Fair would be determined by a committee comprised of science and engineering professionals, along with select members of the academic community.

The proposed resolution seeks to cultivate an interest in these fields and to begin to groom the next generation of research scientists, and engineers.

Proposed Action:

That the City Council adopts the attached Resolution.

Attachment:

None

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CREATING A CITY OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR ELEMENTARY-AGED STUDENTS RESIDING IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in an effort to cultivate increased exposure and interest in the field of science and engineering, Councilman David Williams Jr. proposes to sponsor a City of Miami Gardens Science and Engineering Fair for elementary-aged students living within the City of Miami Gardens, and

WHEREAS, a fair of this nature would be significant to the students residing in the City of Miami Gardens in light of the evidence that exist, that there is a widening gap between the United States and other countries in the area of science and engineering, and

WHEREAS, it is important to expose elementary-aged students to science and engineering, and

WHEREAS, Councilman David Williams Jr. proposes that the science fair will take place between November and December at the various schools and will culminate in an exposition to be held at a site to be determined, and

WHEREAS, monetary prizes will be provided to the first, second and third place winners along with a monetary award for the school with the highest level of participation, and

WHEREAS, Councilman David Williams Jr. has identified private funding sources to provide awards to the students and the winning school,

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

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

34 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
35 hereby creates a City of Miami Gardens Science and Engineering Fair for elementary-
36 aged students residing in the City of Miami Gardens.

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

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

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

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Moved by: _____

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VOTE: _____

63

64	Mayor Shirley Gibson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
65	Vice Mayor Aaron Campbell, Jr.	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
66	Councilman David Williams Jr.	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
67	Councilwoman Lisa Davis	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
68	Councilman Oliver Gilbert, III	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
69	Councilwoman Felicia Robinson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
70	Councilman Andre' Williams	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		X	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	ITB#08-09-035			
(Enter X in box)	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	N/A			
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Parks and Recreation			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE YMCA TO OPERATE THE SUMMER CAMP AND AFTER SCHOOL PROGRAMS AT DESIGNATED CITY PARKS FOR THE 2011 FISCAL YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City’s Parks and Recreation Department provides a series of recreational programming for youth ages 5-15 as part of the services offered to City residents. One particular program is Summer Camp. The Parks’ Summer Camp programming runs from June thru August. The City has run Summer Camp programming for the past 6 years and currently serves an average of 500 of youth. The City’s Summer Camp programming includes activities such as field trips, special guests, swimming, tutoring, lunch & snacks.

**ITEM K-10) CONSENT AGENDA
RESOLUTION
Agreement with the YMCA**

The per child fee to participate in Summer Camp is \$45 per week, plus a \$10 registration fee. However as with other programs, this one runs at a deficit. The projected net expense to the City for the current fiscal year is \$251,693.

Current Situation

Staff has discussed with Council the significant budget shortfall which the City is currently facing. This condition has caused an intensive analysis of current services offered and identification of alternative methods to either generate increased revenue or reduce expenses. As indicated above, the Summer Camp program runs a deficit of approximately \$250,000 annually.

To address this deficit condition, City Staff met with representatives of the YMCA (Young Men's Christian Association) to discuss their operating the Summer Camp programming on behalf of the City. The YMCA would be responsible for the entire program, simply utilizing the City's park facilities out of which to operate and service the participants. Below is a comparison of services and program fees between the City and the YMCA.

Program Information	City Parks & Rec.	YMCA
<i># of camp sites</i>	10	minimum of 9 (City would run grant funded teen camp-Bennet Lifter)
<i># of children</i>	505	500 at a minimum (based on building capacity and demand)
<i>Length of Program</i>	9 Weeks	10 Weeks
<i>Weekly fee per participant</i>	\$45 + \$10 registration fee	\$110 (sliding fee scale based on need) + \$20 registration fee
<i>Accept Child Development Services Subsidy program?</i>	Yes	Yes
<i>Fee includes</i>	lunch, snack, 14 field trips, 9 swimming trips, teachers, special guests	lunch, an average of 10 field trips including swimming (some with an additional fee), special guests
<i>Net expense to the City</i>	(\$251,693.00)	0
<i>Staffing</i>	hiring of 48 summer personnel	refer summer personnel to YMCA for application process
<i>Registration start date</i>	11-Apr	Pending Council & YMCA Board approval- late April
<i>Registration Site</i>	Parks & Rec Admin Office, Betty T. Ferguson Recreational Complex	YMCA site or at camp facility

The proposed resolution would authorize the City Manager to enter into an agreement with the YMCA to operate Summer Camp programming on designated City Parks. This agreement would be at no cost to the City, but will instead yield a net savings of \$251,693 for the current fiscal year.

It should be noted that City Staff is in discussions with the YMCA staff about the possibility of operating the After School Programming at designated City Parks as well. Therefore, this resolution also seeks Council approval to authorize the City Manager to execute the necessary agreement with the YMCA for their operation of the City's After School Programming. .

Proposed Action:

That the City Council approve the resolution and authorize the City Manager to execute an agreement with the YMCA to operate the Summer Camp Program and After School Program at designated City Parks for the 2011 Fiscal Year.

Attachment:

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER AND CITY ATTORNEY TO NEGOTIATE AND
6 EXECUTE AN AGREEMENT WITH THE YMCA TO OPERATE
7 THE SUMMER CAMP AND AFTER SCHOOL PROGRAMS AT
8 DESIGNATED CITY PARKS FOR THE 2011 FISCAL YEAR;
9 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
10 PROVIDING AN EFFECTIVE DATE.

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12 WHEREAS, a summer camp program is one of several recreational programs
13 offered through the City's Parks and Recreational Department, and

14 WHEREAS, the City operates the summer camp program at a significant loss,
15 and

16 WHEREAS, to address the deficit, City staff recommends allowing the YMCA to
17 operate the summer camp program at various City parks on behalf of the City, and

18 WHEREAS, City staff also recommends allowing the YMCA to operate the after
19 school program at designated City parks, and

20 WHEREAS, the YMCA will be responsible for all programming, and will simply
21 utilize the City's facilities for operational purposes, and

22 WHEREAS, the agreement with the YMCA will be at no cost to the City,

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

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

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
29 hereby authorizes the City Manager and the City Attorney to negotiate and execute an

30 Agreement with the YMCA to operate the summer camp and after school programs at
31 designated City parks for the 2011 fiscal year.

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

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

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SHIRLEY GIBSON, MAYOR

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43 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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55 Moved by: _____

56

57 **VOTE:** _____

58

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

60 Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

61 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		
Funding Source:	General Service Fleet Mgmt		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	Stae of Florida Contract # 863-000-10-1			
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	N/A			
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Fleet Management			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, ON AN AS NEEDED BASIS, TO THE STATE OF FLORIDA'S AUTHORIZED DISTRIBUTORS FOR THE GOODYEAR TIRE AND RUBBER COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

On 7/01/09, the State of Florida sought competitive bids for the purchase of tires and awarded a contract to Goodyear Tire & Rubber Company's tire distributors throughout the State. The City of Miami Gardens has accessed this contract for its new tire needs since its initial award.

**ITEM K-11) CONSENT AGENDA
RESOLUTION
P.O. for Tire Services**

The City will use multiple distributors within the South Florida area to meet its Fleet's tire replacement needs. Tiresoles of Broward Inc., as well as Fleet Tire Truck and Auto Center, are two of the authorized tire distributors in the South Florida Area, and are used to meet replacement tire needs for the City's Fleet.

Current Situation

Tire Kingdom, located at 19850 NW 27th Ave, Miami Gardens, FL 33056, was able to secure participation in the State's contract as a Goodyear tire distributor subsequent to the State's bidding process. The City, in its efforts to increase participation from its local vendors will also acquire the services of Tire Kingdom. This vendor will be used for tire replacements deemed necessary during routine vehicle inspections by the Fleet Department. Tire Soles of Broward will be used to replace tires as a result of a road service calls (flat tires), while Fleet Tire and Truck will be utilized to replace tires that are worn during preventative maintenance inspections.

Proposed Action:

That the City Council authorize the City Manager to issue purchase orders to Tiresoles of Broward, Inc., Fleet Tire Truck and Auto Center, and Tire Kingdom, for the purchase of replacement tires, on an as needed basis, in accordance with the State of Florida contract, in the amount totaling \$150,000.00 annually, through the contracts expiration date of 2/29/12.

Attachment:

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER TO ISSUE PURCHASE ORDERS, ON AN AS
6 NEEDED BASIS, TO THE STATE OF FLORIDA'S AUTHORIZED
7 DISTRIBUTORS FOR THE GOODYEAR TIRE AND RUBBER
8 COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED
9 FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING FOR
10 THE ADOPTION OF REPRESENTATIONS; PROVIDING AN
11 EFFECTIVE DATE.

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13 WHEREAS, pursuant to State of Florida Contract No. 863-000-10-1 various
14 distributors for The Goodyear Tire and Rubber Company ("Goodyear") were awarded
15 contracts to provide tire services, and

16 WHEREAS, in accordance with Section 2-757(b)(2) of the City's Code of
17 Ordinances, the City is authorized to purchase commodities or services from State of
18 Florida approved vendors, and

19 WHEREAS, City staff recommends utilizing the services of Tiresoles of Broward,
20 Inc. and Fleet Tire Truck and Auto Center, two authorized Goodyear vendors in the
21 South Florida area, and

22 WHEREAS, in addition, Tire Kingdom located in the City of Miami Gardens, was
23 added as an approved Goodyear distributor subsequent to the State's bidding process,
24 and

25 WHEREAS, in an effort to include participation from local vendors, City staff also
26 recommends engaging Tire Kingdom for such services, and

27 WHEREAS, the City will utilize the services of the approved distributors until the
28 State of Florida's contract expires on February 29, 2012, and the services will be funded
29 through the Fleet Management Fund,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
36 hereby authorizes the City Manager to issue purchase orders, on an as needed basis,
37 to the State of Florida's authorized distributors for The Goodyear Tire and Rubber
38 Company in an amount not to exceed One Hundred Fifty Thousand Dollars
39 (\$150,000.00).

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

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

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46 SHIRLEY GIBSON, MAYOR
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50 **ATTEST:**

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55 RONETTA TAYLOR, MMC, CITY CLERK

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57 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
58

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

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Moved by: _____

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64 **VOTE:** _____

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66

Mayor Shirley Gibson _____ (Yes) _____ (No)

67	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
68	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
69	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
70	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
71	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
72	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:	General Fund		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
(Enter X in box)	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/>	N/A			
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Fleet Management			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO FLEET TIRE TRUCK AND AUTO CENTER, INC., ON AN AS-NEEDED BASIS, NOT TO EXCEED THE AMOUNT OF ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) FOR FLEET MAINTENANCE AND REMEDIAL REPAIRS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

In an effort to provide preventative maintenance and remedial repairs to the City’s fleet vehicles, Council approved the award these services to Fleet Tire Truck and Auto Center, located in Hollywood, FL. Council approved an amount not to exceed the allocated budget of \$136,000.00 per fiscal year. The contract was awarded on June 24, 2009 and was renewed for an additional year in June 2010.

**ITEM K-12) CONSENT AGENDA
RESOLUTION
P.O. to Fleet Tire Truck and Auto Center, Inc.**

Current Situation

Due to the aging of existing Fleet and expiration of both new vehicle warranties and extended warranties, the amount of preventative maintenance and remedial repairs was expected to increase this year. Consequently, the total budget for Fleet repairs and maintenance reflects this anticipated expenditure. The proposed resolution authorizes the City Manager to execute a purchase order with Fleet Tire and Truck Auto Center for the above mentioned services for \$160,000.00.

Proposed Action:

That the City Council approve and authorize the City Manager to issue purchase orders for these services in an amount not to exceed \$160,000.

Attachment:

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER TO ISSUE PURCHASE ORDERS TO FLEET TIRE
6 TRUCK AND AUTO CENTER, INC., ON AN AS-NEEDED BASIS,
7 NOT TO EXCEED THE AMOUNT OF ONE HUNDRED SIXTY
8 THOUSAND DOLLARS (\$160,000.00) FOR FLEET
9 MAINTENANCE AND REMEDIAL REPAIRS; PROVIDING FOR
10 THE ADOPTION OF REPRESENTATIONS; PROVIDING AN
11 EFFECTIVE DATE.

12
13 WHEREAS, on June 24, 2009, the City Council awarded ITB No. 08-09-035 to
14 Fleet Tire Truck and Auto Center, Inc. for preventive fleet maintenance services, and

15 WHEREAS, the current Agreement for fleet maintenance services authorizes a
16 two (2) year renewal period, and

17 WHEREAS, the amount of One Hundred Sixty Thousand Dollars (\$160,000.00)
18 is within the total amount budgeted for fleet maintenance in the fiscal year 2010-2011,

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

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

24 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
25 hereby authorizes the City Manager to issue purchase orders to Fleet Tire Truck and
26 Auto Center, Inc., on an as needed basis, not to exceed the amount of One Hundred
27 Sixty Thousand Dollars (\$160,000.00) for fleet maintenance and remedial repairs.

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

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

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SHIRLEY GIBSON, MAYOR

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39 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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51 Moved by: _____

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53 **VOTE:** _____

54

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

56 Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

57 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: In an effort to reduce crimes including the distribution of drugs and the solicitation of prostitution,			
	X						
Sponsor Name	Vice Mayor Aaron Campbell, Jr.		Department:	Mayor and City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CREATING "NO PARKING/TOW ZONES" IN THE SWALE AREAS OF RESIDENTIAL PROPERTIES LOCATED DIRECTLY ADJACENT TO CITY PARK AND RECREATIONAL FACILITIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City has received ongoing complaints from residents who reside directly adjacent to City parks and recreational facilities, relating to damage to improvements in the swale areas caused by persons visiting these parks and recreational facilities. Although the City owns these swale areas, property owners whose properties immediately abut swale areas are required to maintain them.

**ITEM K-13) CONSENT AGENDA
RESOLUTION
Creating a No Parking/Tow Zone**

[Type text]

It is becoming more difficult for these residents to maintain the swale areas when persons who are visiting City parks and recreational facilities continue to park their vehicles in these areas.

In an effort to curb this concern, Vice Mayor Aaron Campbell, Jr. is recommending that the City Council create "No Parking/Tow Zones" in the swale areas of residential properties directly adjacent to City park and recreational facilities.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA CREATING “NO PARKING/TOW
5 ZONES” IN THE SWALE AREAS OF RESIDENTIAL
6 PROPERTIES LOCATED DIRECTLY ADJACENT TO CITY PARK
7 AND RECREATIONAL FACILITIES; PROVIDING FOR
8 DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR THE
9 ADOPTION OF REPRESENTATIONS; PROVIDING AN
10 EFFECTIVE DATE.

11
12 WHEREAS, The City has received ongoing complaints from residents who reside
13 directly adjacent to City parks and recreational facilities, relating to damage to
14 improvements in the swale areas caused by persons visiting these parks and
15 recreational facilities, and

16 WHEREAS, although the swale areas of the City are owned by the City, property
17 owners whose properties immediately abut the swale areas are required to maintain the
18 same, and

19 WHEREAS, it is becoming more difficult for these residents to maintain the swale
20 areas when patrons visiting City parks and recreational facilities to park their vehicles in
21 these swale areas, and

22 WHEREAS, in an effort to curb this problem, Vice Mayor Aaron Campbell, Jr. is
23 recommending that the City Council create “No Parking/Tow Zones” in the swale areas
24 of residential properties directly adjacent to City park and recreational facilities,

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

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

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby creates "No Parking/Tow Zones" in the swale areas of residential properties
32 directly adjacent to City park and recreational facilities. The City Manager is hereby
33 directed to take any all steps necessary to create the "No Parking/Tow Zones."

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: VICE MAYOR AARON CAMPBELL, JR.

Moved by: _____

VOTE: _____

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	April 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
		X			X		
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Police Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUMS OF UNDERSTANDING FOR OPERATIONS AT THE CITY OF MIAMI GARDENS POLICE DEPARTMENT, THAT HAVE NO FINANCIAL IMPACT TO THE CITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

In order for the Miami Gardens Police Department to effectively operate and conduct investigations, it is necessary that Memorandums of Understanding (MOU) be enacted with various law enforcement agencies and service providers such as the Florida Department of Law Enforcement, insurance companies and other governmental agencies. The City Council has previously authorized the City Manager to execute MOUs related to Mutual Aide with other law enforcement agencies and at this time it is requested that the City Manager be authorized to execute operational MOUs that have no financial

**ITEM K-14) CONSENT AGENDA
RESOLUTION
Signing MGPD MOUs w/ no fiscal impact**

impact to the City. By granting this request the Department will ensure that these agreements are submitted in a timely manner thus increasing its effectiveness.

Proposed Action:

That the City Council authorize the City Manager to execute Memorandums of Understanding for operational purposes that have no financial impact.

Attachment:

None

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO
5 EXECUTE MEMORANDUMS OF UNDERSTANDING FOR
6 OPERATIONS AT THE CITY OF MIAMI GARDENS POLICE
7 DEPARTMENT, THAT HAVE NO FINANCIAL IMPACT TO THE CITY;
8 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
9 PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, in order for the City of Miami Gardens Police Department to conduct
12 investigations and operate effectively, it is necessary to execute Memorandums of
13 Understanding (“MOU”), and

14 WHEREAS, City staff is requesting that the City Council authorize the City
15 Manager to execute MOUs for operations at the City of Miami Gardens Police
16 Department, that have no financial impact to the City, and

17 WHEREAS, the City Council previously authorized the City Manager to execute
18 MOUs relating to mutual aid with other law enforcement agencies, and

19 WHEREAS, granting this request will ensure that MOUs are executed in a timely
20 manner thereby increasing effectiveness,

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

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

26 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
27 hereby authorizes the City Manager to execute Memorandums of Understanding for
28 operations at the City of Miami Gardens Police Department, that have no financial
29 impact to the City.

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

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

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ATTEST:

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SHIRLEY GIBSON, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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

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51

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

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53

Moved by: _____

54

55

VOTE: _____

56

57

Mayor Shirley Gibson _____ (Yes) _____ (No)

58

Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

59

Councilman David Williams Jr. _____ (Yes) _____ (No)

60

Councilwoman Lisa Davis _____ (Yes) _____ (No)

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

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Councilwoman Felicia Robinson _____ (Yes) _____ (No)

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

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