



## CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** April 27, 2011  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date:** May 11, 2011  
**Phone:** (305) 622-8000 **Fax:** (305) 622-8001  
**Website:** [www.miamigardens-fl.gov](http://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 – April 13, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**  
F-1) Councilwoman Davis – Mother’s Day

- F-2) Dr. Danny O. Crew, City Manager – Employee Recognition (5 year service pin)
- F-3) Miami Gardens Young Progressive Adults Advisory Committee Report

**(G) PUBLIC COMMENTS**

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

None

**(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 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)**

**I-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.)**

**I-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)**

**I-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)**

**I-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)**

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

None

**(K) CONSENT AGENDA**

**K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL TO ESTABLISH A FEE SCHEDULE FOR SPECIAL EVENT PERMITS; 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 AUTHORIZING THE CITY MANAGER AND CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PUBLIC SAFETY CORPORATION, D/B/A CRY WOLF FALSE ALARM SOLUTIONS, INC., ATTACHED HERETO AS EXHIBIT "A" TO PROVIDE FALSE ALARM SERVICES TO THE CITY OF MIAMI GARDENS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE FEDERAL PROPERTY REGISTRATION CORP., IN ACCORDANCE WITH CITY OF JACKSONVILLE RFP #P-46-10, TO PROVIDE ELECTRONIC REGISTRATION SERVICES OF VACANT, ABANDONED AND FORECLOSED PROPERTIES IN THE CITY OF MIAMI GARDENS, 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-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL TO ESTABLISH AN ANNUAL FEE FOR THE REGISTRATION OF VACANT, ABANDONED AND FORECLOSED PROPERTIES IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FIFTY NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS AND 98/100 (\$159,740.98) TO SHI INTERNATIONAL CORP., THE STATE OF FLORIDA'S APPROVED VENDOR FOR MICROSOFT SOFTWARE LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES; 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 EXPEND SEVENTEEN THOUSAND DOLLARS (\$17,000.00) FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF THREE (3) HANDHELD CITATION PRODUCTION DEVICES; 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 TO ISSUE PURCHASE ORDERS TO JERRY'S CUSTOM LANDSCAPING, INC., ON AN AS NEEDED BASIS, NOT TO EXCEED THE ANNUAL ALLOCATED BUDGETED AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), FOR LOT CLEARING AND MOWING SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXTEND THAT CERTAIN EXISTING CONTRACT WITH AIP-US FOR AN ADDITIONAL ONE (1) YEAR TERM IN THE AMOUNT OF FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS (\$54,973.00), WITH AN AUTOMATIC RENEWAL FOR AN ADDITIONAL YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(L) RESOLUTION(S)**

None

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

M-1) City Manager's Report

M-2) Miami Gardens Police Department Monthly Report

**(N) REPORTS OF MAYOR AND COUNCIL MEMBERS**

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

**(P) ADJOURNMENT**

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

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

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



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
					x		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<i>(Enter #)</i>			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
<b>Sponsor Name</b>	Councilwoman Lisa Davis		<b>Department:</b>	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 I-1) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Amending 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.  
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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 13<sup>th</sup> DAY OF APRIL, 2011.

58 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
59 2011.

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61 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF  
62 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF  
63 \_\_\_\_\_, 2011.

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70 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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80 SPONSORED BY: COUNCILWOMAN LISA DAVIS

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83 Moved by: \_\_\_\_\_

84 Second by: \_\_\_\_\_

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86 **VOTE:** \_\_\_\_\_

Added language is underlined. Deleted language is stricken through.

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88	Mayor Shirley Gibson	<u>      </u> (Yes)	<u>      </u> (No)
89	Vice Mayor Aaron Campbell, Jr.	<u>      </u> (Yes)	<u>      </u> (No)
90	Councilman David Williams Jr	<u>      </u> (Yes)	<u>      </u> (No)
91	Councilwoman Lisa Davis	<u>      </u> (Yes)	<u>      </u> (No)
92	Councilman Oliver Gilbert, III	<u>      </u> (Yes)	<u>      </u> (No)
93	Councilwoman Sharon Pritchett	<u>      </u> (Yes)	<u>      </u> (No)
94	Councilwoman Felicia Robinson	<u>      </u> (Yes)	<u>      </u> (No)
95	Councilman Andre' Williams	<u>      </u> (Yes)	<u>      </u> (No)
96			

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						x	
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  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"/>				
<b>Sponsor Name</b>	Councilman David Williams Jr.		<b>Department:</b>	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 I-2) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Prohibiting the planting of certain  
Nuisance Trees and Plants**

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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2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, AMENDING SECTION 16-57 OF  
5 THE CITY OF MIAMI GARDENS CODE OF ORDINANCES TO  
6 INCLUDE A PROVISION THAT WILL PROHIBIT RESIDENTIAL  
7 PROPERTY OWNERS FROM PLANTING CERTAIN NUISANCE  
8 TREES AND PLANTS IN PUBLIC RIGHTS OF WAY (SWALE  
9 AREAS); PROVIDING FOR ADOPTION OF REPRESENTATIONS;  
10 REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A  
11 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN  
12 CODE; PROVIDING AN EFFECTIVE DATE  
13

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

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

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

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

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

28 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
29 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 \* \* \* \* \*

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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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53  
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.



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

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93 SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

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96 Moved by: \_\_\_\_\_

97 Second by: \_\_\_\_\_

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99 **VOTE:** \_\_\_\_\_

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

102 Vice Mayor Aaron Campbell, Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

103 Councilman David Williams Jr \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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

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

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

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

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

109

Added language is underlined. Deleted language is stricken through.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
							x
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Streamline and automate processes</b>			
	X						
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	<b>Building and Code Compliance</b>			

### 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 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.

**ITEM I-3) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Registration of Abandoned Properties**

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 \_\_\_\_

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

Underlined word are added and stricken words are deleted

1 creditor's rights, interests or obligations under the mortgage agreement. For  
2 purposes of this article only, the term mortgagee does not apply to  
3 governmental entities.  
4

5 g) *Owner* means every person, entity, or service company, who alone or  
6 severally with others:  
7

8 (1) Has the legal or equitable title to any dwelling, dwelling unit, mobile  
9 dwelling unit, building, structure, or parcel of land, vacant or otherwise,  
10 including a mobile home park; or  
11

12 (2) Has care, charge, or control of any dwelling, dwelling unit, mobile dwelling  
13 unit, building, structure, or parcel of land, vacant or otherwise, including a  
14 mobile home park, in any capacity including, but not limited to, agent,  
15 executor, executrix, administrator, trustee, or guardian of the estate of the  
16 holder of legal title; or  
17

18 (3) Is a mortgagee in possession of any such property; or  
19

20 (4) Is an agent, trustee, or other person appointed by the courts and vested  
21 with possession or control of any such property; or  
22

23 (5) Is a person who operates a rooming house.  
24

25 h) *Property* means any real property, or portion thereof, located in the city,  
26 including buildings or structures situated on the property. For the purposes of  
27 this article only, property does not include commercial property or property  
28 owned or subject to the control of the city or any other governmental bodies.  
29

30 i) *Property management company* means a property manager, property  
31 *maintenance company or similar entity or individual responsible for the*  
32 *maintenance of abandoned real property.*  
33

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

35 Section 5. Public Nuisance.  
36

37 All abandoned real property is hereby declared a public nuisance, the abatement  
38 of which pursuant to the city's police power is hereby declared necessary for the  
39 health, welfare and safety of the residents of the City of Miami Gardens.  
40

41 Section 56. Requirements; Registration Of Abandoned Real Property:

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

Underlined word are added and stricken words are deleted

- 1 a) ~~The registration shall state the property address; the owner's name,~~  
2 ~~mailing address, and telephone number; and email address.~~  
3
- 4 b) ~~All property registrations are valid for one calendar year, and there shall~~  
5 ~~be no registration fee.~~  
6
- 7 c) ~~Once a property is no longer abandoned, the owner must provide proof of~~  
8 ~~sale or written notice and proof of occupancy to the city.~~  
9
- 10 d) ~~Owners who have registered a property under this Ordinance must report~~  
11 ~~any change of information contained in the registration within ten (10)~~  
12 ~~days of the change.~~  
13
- 14 k) ~~Upon registration, abandoned properties must be posted with a decal to be~~  
15 ~~provided by the City.~~  
16
- 17 a) Any property owner who owns vacant or abandoned real property located  
18 within the city, shall perform an inspection of the property, and within ten (10)  
19 days of the inspection, shall register the property with the city manager, or  
20 his/her designee, on forms provided by the City. A registration is required for  
21 each vacant property.  
22
- 23 b) Any mortgagee who holds a mortgage on real property located within the City  
24 shall, upon default by the mortgagor and prior to the issuance of a notice of  
25 default, perform an inspection of the property that is the security for the  
26 mortgage. If the property is found to be vacant or shows evidence of  
27 vacancy, it shall be deemed abandoned real property and the mortgagee  
28 shall, within ten (10) days of the inspection, register the property with the city  
29 manager, or his/her designee, on forms provided by the City. A registration is  
30 required for each vacant property.  
31
- 32 c) If the property is occupied but the mortgage on the property remains in  
33 default, the property shall be inspected by the mortgagee or his designee  
34 monthly until (1) the mortgagor or other party remedies the default, or (2) it is  
35 found to vacant or shows evidence of vacancy at which time it is deemed  
36 abandoned, and the mortgagee shall, within ten (10) days of that inspection,  
37 register the property with the city manager, or his/her designee, on forms  
38 provided by the City.  
39
- 40 d) Registration pursuant to this section shall contain the name of the property  
41 owner(s) or mortgagee, the direct mailing address of the property owner(s) or  
42 mortgagee, a direct contact name and telephone number of property owner(s)  
43 or mortgagee, a facsimile number and email address for property owner (s) or

Underlined word are added and stricken words are deleted

1 mortgagee, and the name and twenty-four (24) hour contact phone number of  
2 the property management company responsible for the security and  
3 maintenance of the property.

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

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

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

17  
18 h) Once a property is no longer vacant, the owner or mortgagee must provide  
19 proof of sale or written notice and proof of occupancy to the city.  
20

21 Section 7. Maintenance and Security Requirements

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

27  
28 b) Properties subject to this section shall be maintained and secured in accordance  
29 with the City's property maintenance standards found in Chapter 16 – Article III,  
30 Building Regulations, and Chapter 28 – Article VI of the Land Development  
31 Code. The owner of a vacant property shall take such steps and perform such  
32 acts as may be required of him/her from time to time to ensure that the vacant  
33 property and its adjoining yard remain safe and secure and do not present a  
34 hazard to the adjoining property or the public. Owners will be responsible for  
35 maintaining their properties so that they do not become an unoccupied hazard.  
36

37 Section 68. Registration Fee.

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

39 Section 9. Additional Authority

40 Underlined word are added and stricken words are deleted

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 2005-13-51 regulations,  
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 13<sup>TH</sup> DAY OF APRIL, 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.

11

12

13

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

14

15

16

17 **ATTEST:**

18

19

20

21

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

22

23

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

24

25

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

26

27

28

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

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>				x
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Streamline and automate processes</b>			
		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"/>				
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	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 I-4) ORDINANCE  
SECOND READING/PUBLIC HEARING  
False Alarm Fees**

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 <sup>TH</sup>	\$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 \_\_\_\_\_

1  
2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, REPEALING ARTICLE II OF  
5 CHAPTER 10 RELATING TO ALARM SYSTEMS; ENACTING  
6 NEW PROVISIONS RELATING TO ALARM SYSTEMS;  
7 PROVIDING FOR DEFINITIONS; PROVIDING FOR  
8 REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING  
9 FOR FEES AND FINES; PROVIDING FOR PENALTIES;  
10 PROVIDING FOR ADOPTION OF REPRESENTATIONS;  
11 REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A  
12 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN  
13 CODE; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

1  
2 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
3 OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

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

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

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

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

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

17 Section 3. Definitions.

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

- 20  
21 a. Agreement means a contract with a billing/collection contractor to  
22 provide false alarm billing and collection services.  
23  
24 b. Alarm business means any business which engages in the activity of  
25 altering, installing, leasing, maintaining, repairing, replacing, selling,

Underlined word are added and stricken words are deleted

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

3  
4 c. Alarm signal means an audible sound and/or silent transmission of a  
5 signal or a message as the result of the activation of an alarm system.

6  
7 d. Alarm system means an audible sound or a transmission of a signal or  
8 a message, as the result of the activation of an alarm system.

9  
10 e. Alarm user means any person on whose premises an alarm system is  
11 maintained within the city and is properly registered with the city or its  
12 billing/collection contractor as defined below.

13  
14 f. Audible alarm means an alarm system, which generates an audible  
15 sound when it is activated.

16  
17 g. Burglar alarm system means any mechanical or electrical device sold  
18 or installed, which is designed for the detection of an unauthorized  
19 entry into a building, structure, facility, or enclosed area, or for alerting  
20 others of the commission of an unlawful act within a building, structure,  
21 facility or enclosed area, and which transmits a signal or message  
22 when activated. Excluded from the definition of "burglar alarm system"  
23 are devices, which are not designated to generate, directly or  
24 indirectly, a police response to the protected building, structure, facility  
25 or enclosed area; audible alarms installed in motorized conveyances;  
26 auxiliary devices installed by telephone companies to protect  
27 telephone systems from damage or disruption of service; or alarm  
28 systems.

29  
30 h. Contractor means any person authorized by the city to act for it in the  
31 alarm permit process by providing billing and collection services.

32  
33 i. Enforcement officer means the police chief or any person serving  
34 under the direction of the police chief who responds to alarm incidents  
35 within the City.

36  
37 j. False alarm means the activation of an alarm system through  
38 mechanical failure, malfunction, improper installation, or the negligence  
39 of the alarm user or his or her agents and employees, or the  
40 negligence of any alarm business associated with the maintaining,  
41 leasing, or generating responses to such alarm system. Such  
42 terminology does not include alarms caused by hurricanes, tornadoes,  
43 lightning or other similarly violent conditions, which are identified and  
44 determined by the enforcement officer of the City to be beyond the  
45 control of the user.

- 1           k. Medical alert/panic alarm system means any mechanical or electrical  
2           device, which is principally designed or used to generate a police  
3           response because of a perceived medical or criminal emergency by  
4           the alarm user. Excluded from the definition of a "medical alert/panic  
5           alarm system" is any mechanical or electrical device, which is  
6           principally designed or used to generate only a medical (i.e., private  
7           ambulance or public emergency medical service) response, with no  
8           police response, to a perceived medical emergency.  
9
- 10          l. Notice unless otherwise specified, means written notice, given either  
11          by first class mail, or by personal or electronic delivery upon the  
12          addressee, or by posting at last known address or location of the alarm  
13          registration. There is hereby created a presumption of receipt of the  
14          notice within three (3) days of posting. The notice required by this  
15          section is not that which shall be required for a notice of violation  
16          issued for a code enforcement hearing before a special master.  
17
- 18          m. Police-response commercial alarm permit means a permit intended to  
19          be used for a business, office, retail, or other commercial use.  
20
- 21          n. Police-response residential alarm permit means a permit intended to  
22          be used for single family residences, multifamily residences, houses of  
23          worship, public schools and other publicly owned buildings, or other  
24          noncommercial uses.  
25
- 26          o. Telephone alarm device means any device which, when activated,  
27          automatically transmits by telephone line a recorded alarm message or  
28          electronic mechanical alarm signal to any telephone instrument  
29          installed at the office of the enforcement officer.  
30
- 31          p. Unregistered Alarm User means any person on whose premises an  
32          alarm system is maintained within the city and who does not have a  
33          valid alarm permit issued by the city or its billing/collection contractor  
34          as described in Section 4.  
35

36          Section 4. Registration.  
37

38          (a) Required permit registration. Before placing an alarm system into operation,  
39          every alarm user shall obtain from the City or its billing/collection contractor an  
40          alarm user permit the registration of which shall be completed for each alarm  
41          system to be operated by such alarm user within the City.  
42

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

Underlined word are added and stricken words are deleted

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

4  
5 (a) Police-response commercial alarm registration is for business,  
6 office, retail, and other commercial uses; such commercial permits  
7 shall be renewed on an annual basis and the alarm user shall  
8 certify that the registration information is current.

9  
10  
11 (b) Police-response residential alarm registration is for single-family  
12 residences, multifamily residences, houses of worship, public  
13 schools and other publicly owned buildings, and other  
14 noncommercial uses; such residential permits shall be renewed on  
15 an annual basis.

16  
17  
18 2) Subject to paragraph C below, the City or the billing/collection  
19 contractor shall issue or renew the police-response alarm permit only after  
20 receiving the completed application and payment of the applicable fee  
21 ("registration").

22  
23 3) The alarm user applying for any alarm permit registration required in  
24 this section shall state on an application to be provided or made available  
25 online by the city or billing/collection contractor, his/her name; the address  
26 of the residence or the business or businesses in or on which the alarm  
27 system has been or will be installed; his/her telephone number; his/her  
28 address, if different than the premises serviced by the alarm system; the  
29 name, address, and telephone number of the lessor of the system if  
30 leased; whether the system was installed by the alarm user and, if not  
31 installed by the alarm user, the State of Florida certificate of competency  
32 number of the business installing the alarm system. In the event that an  
33 alarm business is going to install, maintain, repair, replace, service, lease,  
34 respond, monitor, or sell the alarm system to the alarm user, the  
35 application will require the name and address of the alarm business to be  
36 disclosed. The applicant shall give the name and telephone number of at  
37 least two (2) persons who can be reached at any time, day or night, and is  
38 authorized to respond to an alarm signal and who may enter the premises  
39 in which the alarm system is installed. The application shall also provide  
40 the city with the specific authority to enter the premises wherein the alarm  
41 system is installed whenever responding to such alarm and, further, shall  
42 contain an appropriate hold harmless and indemnity provision for any  
43 property damage deemed reasonably necessary by the city in order to  
44 respond adequately to such alarm.

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

3  
4 a) That the alarm system has the capacity to prevent false alarms by the  
5 use of a backup owner supply; and

6 b) That the alarm system annunciator (for a burglar alarm system and  
7 medical alert/panic alarm system only) has the capacity to  
8 automatically silence within fifteen (15) minutes for noncommercial  
9 permitted systems and thirty (30) minutes for commercial permitted  
10 systems after activation, and such alarm system will not sound again  
11 unless a new criminal act or emergency triggers the alarm or causes  
12 the same to be activated.

13  
14 5) Alarm permits issued by the City cannot be assigned or transferred, and  
15 are issued and effective only for the alarm system and alarm user  
16 identified in the alarm system registration and permit.

17  
18 6) Every alarm user permitted under this section is required to provide the  
19 city or its billing/collection contractor with any changes in the information  
20 required to be submitted on the permit application when such changes  
21 occur.

22  
23 (c) Alarm permit issuance.

24  
25 (1) Single-family residence. An alarm permit for a single-family residence  
26 may be issued upon satisfactory completion of the application required  
27 above.

28  
29 (2) Buildings or structures other than single-family residences. In addition  
30 to satisfactory completion of the application required above, an alarm  
31 permit for a location which is not a single-family residence location may be  
32 issued only upon the applicant submitting evidence acceptable to the City  
33 of certification by an alarm business or other competent person that the  
34 alarm system meets the minimum standards as set forth in this article.  
35 Furthermore, all alarm system installations must comply with the Florida  
36 Building Code.

37  
38 (3) Notwithstanding subsections (1) and (2) above, no permit shall be  
39 issued if the application for that permit discloses use of an alarm business,  
40 which has an outstanding fine because of a violation of this Ordinance.

41  
42  
43 (d) Notice by Alarm Businesses. This Section does not require that an alarm  
44 business obtain a permit under this section when it leases or provides service to  
45 an alarm system user. If an alarm business, however, uses an alarm system to  
46 protect its own premises, it shall obtain a permit for such system as required in

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

7  
8 e) *Registration fees.* All alarm permit registration fees are to be set by  
9 separate resolution, approved by the City Council.

10  
11 Section 5. *Alarm system-operating standards and authorized disconnection.*

12  
13 1) Audible burglar alarm systems and audible medical alert/panic alarm  
14 systems shall be modified to include a timer to prevent the alarm from  
15 ringing from the time the premises are entered by an authorized person  
16 until the system is shut off.

17  
18 2) The alarm system annunciator (for police-response burglar and medical  
19 alert/panic alarm systems only) must automatically silence within fifteen  
20 (15) minutes for noncommercial permitted systems and thirty (30) minutes  
21 for permitted registered commercial systems after activation, and such  
22 alarm systems shall not sound again unless a new criminal act or  
23 emergency triggers the alarm or causes the same to be activated.

24  
25  
26 Section 6. *Presumed false alarms.*

27  
28 a) There is a presumption of a false alarm created under the following  
29 circumstances:

- 30  
31 1) *When an alarm signal is investigated by any enforcement officer*  
32 *and there is no sign of an unauthorized attempted entry or crime*  
33 *in progress evident to the officer, or*  
34 2) *There is no sign of a medical emergency.*

35  
36 b) For the first presumed false alarm, the City or its billing/collection  
37 contractor shall give notice to the residential or commercial alarm user of the  
38 conditions and requirements of this section. Such notice shall advise the  
39 registered alarm user that the alarm system has had a presumed false alarm and  
40 that the third false alarm in any twelve-month period for an alarm user will result  
41 in the imposition of a fine as outlined in the False Alarm Fee Schedule, outlined  
42 in Section 10. For unregistered alarm users the notice shall advise the  
43 unregistered alarm user that the alarm system has had a presumed false alarm  
44 and is subject to the fine as outlined in the False Alarm Fee Schedule.  
45 Additionally, and upon said second occurrence, each unregistered alarm user

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

3  
4  
5  
6 Section 7. Alarm user violations.

7  
8 An alarm user shall violate this section when any of the following occurs:

9  
10 (1) The alarm user or designated agent has failed to respond to the  
11 premises within a one-hour period following the activation of the  
12 alarm system when notified to do so by the enforcement officer.

13  
14 (2) The alarm user has falsified any information contained in the  
15 alarm user permit registration application.

16  
17 (3) The alarm user has failed to immediately inform the city or the  
18 billing/collection contractor of any and all changes in the information  
19 required in the alarm user permit registration application.

20  
21 (4) The alarm user operates an alarm system without an  
22 appropriate building permit or alarm system permit registration as  
23 required.

24  
25 (5) The alarm user has not paid when due any fee, fine or penalty  
26 imposed herein for alarm system permit registration or false alarms.  
27 In the event a code enforcement special master or a court of  
28 competent jurisdiction determines that a false alarm was clearly the  
29 fault of an alarm business, such finding shall preclude a finding that  
30 the alarm user violated this section for such false alarm.

31  
32 (6) The alarm system does not meet the operating standards  
33 established in Section 5 of this Ordinance.

34  
35 (7) The alarm user installs, maintains, operates or uses any  
36 telephone alarm device regulated or programmed to make  
37 connection with any telephone installed in any facility of any law  
38 enforcement office. Telephone alarm devices are permitted when  
39 not connected directly to such enforcement offices, but they are  
40 subject to all other provisions of this section.

41  
42 Section 8. Alarm business violations.

43  
44 a) Alarm businesses that lease an alarm system and are responsible for  
45 the maintenance of the system and alarm businesses responsible for  
46 generating appropriate responses to an alarm system shall also be

1 responsible to ensure that false alarms do not occur. False alarm  
2 responses create an unnecessary risk of injury to persons and property  
3 and an unnecessary expenditure of police resources. If more than  
4 three false alarms occurs in any twelve-month period, then, in addition  
5 to imposing a fine on the alarm user, the enforcement officer may also  
6 cite any responsible alarm business, which failed to ensure that false  
7 alarms did not occur.  
8

9 b) Each false alarm in excess of three per twelve-month period shall be  
10 deemed a violation of this Ordinance by an alarm business.  
11  
12

13  
14 Section 9. City Contracting Authority. The City may adopt a contract or enter  
15 into an agreement to oversee false alarm billing and collection services.  
16

17  
18 Section 10. Fines for violations.  
19

20 a) The following fines for violations are hereby established.  
21  
22

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

23  
24 b) In addition, to any fine, each violator may be subject to imprisonment  
25 for a term not exceeding 60 days, or both such fine and imprisonment  
26 in the discretion of the Court. Each violation shall be considered a  
27 separate offense.  
28

29 Section 11. Enforcement.  
30  
31

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

3  
4 b) Evidence of Violation - In the event there is evidence of operation of an  
5 alarm system without a permit or evidence of a false alarm as required by  
6 this Ordinance, a violation of this section shall be presumed, and the  
7 enforcement officer need not present any additional evidence for the code  
8 enforcement special master or court to conclude by competent substantial  
9 evidence that a violation of the article occurred. In the event the evidence of  
10 unauthorized alarm operation or activation of a false alarm is determined by  
11 something other than an alarm signal, the enforcement officer shall cite such  
12 facts giving rise to the violation, and request the alleged violator to prove that  
13 the alarm system was disconnected at the time of the violation. Absent proof  
14 of disconnection by the requested date, a violation of the article shall be  
15 presumed and the enforcement officer need not present any additional  
16 evidence of unauthorized alarm operation for the special master or court to  
17 find by competent substantial evidence that a violation has occurred.  
18

19  
20 Section 3. CONFLICT: All ordinances or Code provisions in conflict herewith  
21 are hereby repealed.

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

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

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

3 PASSED ON FIRST READING ON THE 13<sup>TH</sup> DAY OF APRIL, 2011.

4 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

5

6 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
7 GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF  
8 \_\_\_\_\_, 2011.

9

10

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

11

12

13

14

15 **ATTEST:**

16

17

18

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

19

20

21 Prepared by SONJA KNIGHTON DICKENS, ESQ.

22 City Attorney

23

1 SPONSORED BY: Danny Crew, City Manager

2

3

4 Moved by: \_\_\_\_\_

5 Second by: \_\_\_\_\_

6

7 **VOTE:** \_\_\_\_\_

8

9	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
10	Vice Mayor Aaron Campbell Jr.	_____ (Yes)	_____ (No)
11	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
12	Councilman Oliver Gilbert III	_____ (Yes)	_____ (No)
13	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
14	Councilman Andre' Williams	_____ (Yes)	_____ (No)
15	Councilman David Williams Jr	_____ (Yes)	_____ (No)

16

17

18



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X				x	
			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Streamline and automate processes</b>			
		X					
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	<b>Building and Code Compliance</b>			

**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 EVENTS REGULATIONS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMITS; PROVIDING FOR FEES; PROVIDING FOR DURATION AND REMOVAL; PROVIDING FOR PENALTIES; PROVIDING FOR PENALTIES; PROVIDING FOR 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 I-5) ORDINANCE  
SECOND READING/PUBLIC HEARING  
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.~~

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

11           ~~a.~~

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

28           ~~b.~~

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

36           ~~(d)~~

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

41           ~~(e)~~

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

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

2 (a)

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

6 (b)

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

10 (c)

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

13 (d)

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

24 (e)

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

29  
30 **Sec. 20-122116. - Construction permits.**

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

37  
38 (b) Each application and permit for closure shall accurately describe the part  
39 or parts of the street, alley, sidewalk or other public way to be closed, the  
40 period of such closure by the time and date of beginning and end thereof,  
41 and the purpose therefore. A copy of each such permit shall be promptly

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

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

5  
6 (1) All conditions excepted from the permit requirements in this  
7 division, subject to the limits described in subsections (c)(2) and  
8 (c)(3) of this section;

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

20 (3) For all proposed work on collectors, minor arterials and principal  
21 arterials, as defined by the director in the functionally classified  
22 street system, which is for less than four hours duration; provided,  
23 however, that the county traffic division shall be notified 24 hours in  
24 advance of the commencement of the work, and further provided  
25 that all traffic lanes shall be open from 6:00 a.m. to 9:30 a.m. and  
26 4:00 p.m. to 6:00 p.m. or as directed by the county traffic division,  
27 and appropriate traffic control devices for the maintenance of  
28 vehicular and pedestrian traffic in accordance with city, state and  
29 federal guidelines shall be required; and further provided that  
30 persons performing work assume all responsibility and liability for  
31 any and all damages, death or injuries resulting in any way from  
32 such work; and the performance of any work without a permit shall  
33 be deemed assumption of such responsibility and liability.  
34

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

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

39 (b) ~~This requirement shall not apply to:~~

40 (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)**

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

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

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

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

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

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

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

21 **~~Secs. 20-430~~117 through 156. - Reserved.**

22  
23 SECTION 4. REPEAL: Article II of Chapter 4 (Events and Entertainment) is  
24 hereby repealed.

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

27  
28 **Article I. Special Event Regulations**

29  
30 **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.

1  
2 21) Such other information as the city may deem necessary in order to provide for  
3 traffic-control, street and property maintenance and the protection of the public  
4 health, safety and welfare.

5  
6 22) The city may grant permission to the sponsor of an event in a public right-of-way  
7 to charge an admission fee for attendance at the event. Consideration and  
8 granting of such permission shall be based upon the location and duration of the  
9 event, its impact upon traffic circulation, provisions for emergency access and  
10 crowd safety and control, the frequency of event at the location, and other  
11 appropriate factors.

12  
13 23) Certify that the information provided on the application is true and factual.  
14

15 **Section 4-22. Posting of Permit.**

16  
17 All permits required by this Article shall be posted in a conspicuous location at the site  
18 on which the special event or activity will occur. Upon the request of any police officer or  
19 code compliance officer of the city, the owner, lessee of the property or other  
20 representative of the special event shall produce such permit for inspection.

21 **Section 4-23. Designated Person Required.**

22  
23 A. The person designated in the permit application required in this section as being  
24 the person in charge of the event or activity for which the permit is sought must  
25 remain at the location of the event or activity during the entire time stated in the  
26 permit for which the event or activity is authorized.

27  
28 B. Surrender of permit upon demand. It shall be unlawful and a violation of this  
29 section for the person designated in the permit application as being in charge of  
30 the event for which a permit is sought to fail or refuse to surrender the permit, on  
31 demand, to any state, county, or municipal police officer.

32 **Section 4-24. Administrative Procedures.**

33  
34 The city manager is hereby authorized to promulgate reasonable rules and procedures  
35 for application for, issuance and revocation of such permits. These rules and  
36 procedures shall serve to implement the intent and purpose of this article so that  
37 necessary and beneficial activities may occur while providing for protection of the  
38 public.

39  
40  
41  
42 **Section 4-25. Criteria for Issuance; Bond.**  
43

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

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

8 2.

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

16 (4)

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

21  
22  
23 C. Duty of permit holders; correction of deficiencies.

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

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

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

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

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

1  
2 D. Parade or public assembly permit required; exception.

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

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

8  
9 E. Standards for issuance; notice to city officials.

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

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

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

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

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

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

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

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

36  
37 G. Costs for parade services.

38 (1) Each person obtaining a permit shall be responsible for all costs for  
39 services provided by the city and county required in support of any parade.  
40 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 specify  
38 the date and time during which the activity authorized by the permit may be  
39 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..

1  
2 (c) Broadcast Permit application information. The application for a permit under this  
3 section shall contain the following information:

4  
5 (1) The name, date of birth, address and telephone number of the person  
6 who will be in charge of the activity for which a permit is requested.

7 (2) The name of the person, firm, partnership or corporation seeking the  
8 permit.

9 (3) The exact date and times for which the permit is sought.

10 (4) The exact location of the event for which a permit is requested.

11  
12 (d) Filing application for permit. Applications for a permit required under this section  
13 must be submitted to the department of building and code compliance at least  
14 fifteen (15) days prior to the date of the event for which the permit is requested.

15 All applications will be routed to the police department for approval. The police  
16 department is authorized to deny a request for a broadcast permit for  
17 applications filed less than fifteen (15) days prior the event or activity except as  
18 follows: the police chief may consider an application for a broadcast permit filed  
19 less than fifteen (15) days before the special event upon good cause showing  
20 and payment of two times the non-refundable permit fee.

21  
22 (e) Procedures for administering permits. The police chief is hereby authorized and  
23 directed to promulgate reasonable rules and procedures for the application,  
24 issuance and revocation of such permits.

25  
26 (f) Criteria for permit issuance;. Issuance of the permit required under this section  
27 shall be based on a determination by the police department that the event for  
28 which a permit is requested does not constitute a threat to public safety;  
29 constitute a danger or impediment to the normal flow of traffic; or constitute a  
30 potential disturbance of the peace and quiet of persons outside the premises  
31 where the event is located.

32  
33 (g) Review of permit denial or revocation: Any person dissatisfied or aggrieved with  
34 the decision of the chief of the police department with reference to denial of  
35 his/her application for such permit or the revocation of such permit may, within  
36 ten (10) days after such denial or revocation, appeal to and appear before the  
37 city manager or his/her designee; and, upon the affirmance or approval of the  
38 action taken by the chief of the po999lice department, such action shall be final  
39 and subject to judicial review by writ of certiorari in accordance with the state  
40 rules of appellate procedure. In the event the city manager or his/her designee,  
41 upon the original review, determines that the applicant is entitled to such permit,  
42 then in that event the chief of the police department shall immediately issue  
43 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

1 (l) Permittee(s) shall be required to complete an application and to pay a five  
2 hundred (\$500.00) dollar non-refundable application fee and a one thousand  
3 (\$1,000.00) dollar deposit to the city. This deposit shall be refunded to the  
4 permittee(s) upon expiration of the permit in event permittee(s) have complied  
5 with all of the rules and regulations relating to the issuance of the permit. In the  
6 event the permittee(s) do not comply with all of the rules and regulations, the city  
7 retain the deposit.

8  
9 (m) Permittee(s) with outstanding code enforcement violations shall not be eligible for  
10 a permit.  
11

12 **Section 4-45. Penalties.**  
13

14 Persons engaged in a special event without a permit, or are otherwise found to be in  
15 violation of this Article, shall be subject to payment of the requisite permit fee and to and  
16 enforcement by city police or code enforcement officers, through the issuance of  
17 immediate cease and desist orders, the violation of which may subject the offender to  
18 the following immediate fines, imprisonment, or both fine and imprisonment in the  
19 discretion of the county court: for the first offense a fine of \$1,000.00; for the second  
20 offense a fine of \$3,000.00; and for the third offense and subsequent offenses a fine of  
21 \$5,000.00 or by imprisonment not to exceed sixty (60) days. For repeat offenders, the  
22 city manager may decline to issue permits to such person or entity for one year, or such  
23 other period as the manager deems appropriate.  
24

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

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

32 SECTION 8. INCLUSION IN THE CODE: It is the intention of the City  
33 Council of the City of Miami Gardens that the provisions of this Ordinance shall become  
34 and be made a part of the Code of Ordinances of the City of Miami Gardens and that the  
35 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  
8 PASSED ON FIRST READING ON THE 13<sup>TH</sup> DAY OF APRIL, 2011.

9  
10 PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011

11  
12  
13 \_\_\_\_\_  
14 SHIRLEY GIBSON, MAYOR

15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 RONETTA TAYLOR, MMC, CITY CLERK

20  
21 Prepared by SONJA K. DICKENS ESQ.  
22 City Attorney

23  
24  
25 SPONSORED BY: Danny O. Crew, City Manager

26  
27 MOVED BY:

28  
29 **VOTE:**

30  
31 Mayor Shirley Gibson \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
32 Vice Mayor Aaron Campbell \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
33 Councilwoman Lisa C. Davis \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
34 Councilman Oliver Gilbert, III \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
35 Councilwoman Felicia Robinson \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
36 Councilman André Williams \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
37 Councilman David Williams Jr. \_\_\_\_\_(Yes) \_\_\_\_\_(No)

38  
39  
40



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 \_\_\_\_\_

<b>Event Categories:</b> (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"/> Parade
<input type="checkbox"/> Other (specify) _____	

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

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)	X			
<b>Fiscal Impact:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> (Enter X in box)	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	<b>Building and Code Compliance</b>		<b>Advertising Requirement:</b> (Enter X in box)	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A			
		X					
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	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 TO ESTABLISH A FEE SCHEDULE FOR SPECIAL EVENT PERMITS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In conjunction with the proposed ordinance for the special event permit requirement, the adoption of a fee schedule for the administration and enforcement of the program is recommended, as follows:

**Special event permit fee ( More than 30 Days prior to event)**

Small activity/event (less than 300 people)	\$150.00
Large activity/event (greater than 300 people)	\$300.00

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
Fee Schedule for Special Event Permits**

**Special event permit fee ( Less than 30 Days prior to event)**

Small activity/event (less than 300 people)	\$300.00
Large activity/event (greater than 300 people)	\$600.00

**Special event permit fee (Broadcast, block party, and tent sales)**

Broadcast permit approval only – Residential	\$ 10.00
Broadcast permit approval only – Residential (less than 15 days)	\$ 20.00
Broadcast permit approval only – Commercial	\$ 25.00
Broadcast permit approval only – Commercial (less than 15 days)	\$ 50.00
Block party permit	\$ 50.00
Retail tent sale (includes Christmas trees and fireworks)	\$250.00

**Special event permit fee for non-profit corporations**

Non-profit corporation – Small activity/event	\$100.00
Non-profit corporation – Small activity/event (less than 15 days)	\$200.00
Non-profit corporation – Large activity/event	\$200.00
Non-profit corporation – Large activity/event (less than 15 days)	\$400.00

The adoption of these proposed fees would ensure the City recoup its operating costs and the special events are properly organized and managed.

**Proposed Action:**

It is recommended that Council adoption the attached schedule of fees for special event permit process.

**Attachment:**

None

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL TO ESTABLISH A FEE SCHEDULE FOR SPECIAL EVENT PERMITS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has recently adopted a Special Events Ordinance, and

WHEREAS, it is necessary to amend the City's revenue manual to establish fees related to the issuance of special event permits,

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: ESTABLISHMENT OF FEES: The City Council of the City of Miami Gardens hereby amends the City's Revenue Manual to establish a fee schedule for special event permits. Fees for special event permits shall be charged at the following rate:

**More than 30 Days prior to event**

Small activity/event (less than 300 people)	\$150.00
Large activity/event (greater than 300 people)	\$300.00

**Less than 30 Days prior to event**

Small activity/event (less than 300 people)	\$300.00
Large activity/event (greater than 300 people)	\$600.00

**Broadcast, block party, and tent sales**

Broadcast permit approval only – Residential	\$ 10.00
Broadcast permit approval only – Residential (less than 15 days prior to event)	\$ 20.00
Broadcast permit approval only – Commercial	\$ 25.00
Broadcast permit approval only – Commercial (less than 15 days prior to event)	\$ 50.00

Block party permit \$ 50.00  
Retail tent sale (includes Christmas trees and fireworks) \$250.00

**Special event permit fees for non-profit corporations**

Small activity/event \$100.00  
Small activity/event (less than 15 days prior to event) \$200.00  
Large activity/event \$200.00  
Large activity/event (less than 15 days prior to event) \$400.00

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

24 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
25 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

<b>Council Meeting Date:</b>	<b>April 27, 2011</b>		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>		
			<i>(Enter X in box)</i>	X				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X		<i>(Enter X in box)</i>					
			<b>Public Hearing:</b>		<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
			<i>(Enter X in box)</i>					
<b>Funding Source:</b>	<i>(Enter Fund &amp; Dept)</i>		<b>Advertising Requirement:</b>		<b>Yes</b>		<b>No</b>	
			<i>(Enter X in box)</i>				X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>		<i>(Enter #)</i>			
	X							
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Objective/Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X						
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		N/A			
<b>Sponsor Name</b>	<b>Danny Crew, City Manager</b>		<b>Department:</b>		<b>Police Department</b>			

**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 AGREEMENT WITH PUBLIC SAFETY CORPORATION, D/B/A CRY WOLF FALSE ALARM SOLUTIONS, INC., ATTACHED HERETO AS EXHIBIT "A" TO PROVIDE FALSE ALARM SERVICES TO THE CITY OF MIAMI GARDENS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; 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 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

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
Agreement w/ Cry Wolf False  
Alarm Solutions, Inc.**

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 new alarm ordinance being proposed includes language allowing a third party contractor to administer the False Alarm program. With the present 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.

The City has contacted Public Safety Corporation/Cry Wolf False Alarm Solutions (Cry Wolf), a private contractor that can administer the City's False Alarm Program to the City at no cost under a revenue sharing program. Cry Wolf currently provides services to the Town of Davie who competitively bid and awarded the contract on January 7, 2011. Under the proposed contract the City will receive 62% of all revenue up to \$50,000 in fines collected, 74% of all revenue collected between \$50,001 and \$99,999 and receive 82% of all revenue for fines collected in excess of \$100,000 per calendar year.

Cry Wolf will administer the program, register alarms and conduct annual renewal registration. Their program interfaces seamlessly with the Police Department's Computer Aided Dispatch System (CAD) to provide downloaded information for billing. Cry Wolf is the sole partner with SunGard OSSI Public Safety Solutions, which provides all of the law enforcement modules to the Police Department.

**Proposed Action:**

That the City Council authorize the City Manager to execute a contract with Public Safety Corporation/Cry Wolf False Alarm Solutions, located in Waldorf, MD, in accordance with the Town of Davie contract.

**Attachment:**

Attachment A – Contract

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

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE  
5 CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT  
6 CERTAIN AGREEMENT WITH PUBLIC SAFETY CORPORATION, D/B/A  
7 CRY WOLF FALSE ALARM SOLUTIONS, INC., ATTACHED HERETO  
8 AS EXHIBIT "A" TO PROVIDE FALSE ALARM SERVICES TO THE CITY  
9 OF MIAMI GARDENS; PROVIDING FOR INSTRUCTIONS TO THE  
10 CITY CLERK; PROVIDING FOR THE ADOPTION OF  
11 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.  
12

13 WHEREAS, the City of Miami Gardens Police Department is charged with  
14 responding to alarm calls, and

15 WHEREAS, in 2010, the Police Department responded to over 3100 false alarms  
16 which placed a significant burden on police resources, and

17 WHEREAS, in an effort to reduce the amount of patrol time dedicated to these  
18 false alarms, the City Manager is proposing that the City enter into an agreement with a  
19 third party contractor to administer the City's false alarm program, and

20 WHEREAS, the Town of Davie competitively bid and awarded a contract to  
21 Public Safety Corporation, d/b/a Cry Wolf False Alarm Solutions, Inc. ("Cry Wolf") to  
22 provide false alarm services, and

23 WHEREAS, City Manager is recommending that the City of Miami Gardens rely  
24 upon that agreement between Cry Wolf and the Town of Davie, and

25 WHEREAS, under the proposed contract, the City would receive sixty-two  
26 percent (62%) of all revenues up to \$50,000.00 in fines collected; seventy-four percent  
27 (74%) of all revenue collected between \$50,001.00 and \$99,000.00; and receive up to  
28 eighty-two (82%) of all revenue for fines collected in excess of \$100,000.00 per  
29 calendar year, and

30 WHEREAS, in accordance with the agreement, Cry Wolf would administer the  
31 program, register alarms and conduct annual renewal registration,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
38 hereby authorizes the City Manager and City Clerk, to execute, respectively, that certain  
39 Agreement with Public Safety Corporation, d/b/a Cry Wolf False Alarm Solutions, Inc.,  
40 attached hereto as Exhibit "A" to provide false alarm services to the City of Miami  
41 Gardens.

42 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
43 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)  
44 to be maintained by the City, and one (1) to be delivered to Public Safety Corporation,  
45 d/b/a Cry Wolf False Alarm Solutions, Inc.

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

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

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

**ATTEST:**

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

64  
65  
66 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

67  
68  
69 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

70  
71 Moved by: \_\_\_\_\_

72  
73 **VOTE:** \_\_\_\_\_

74			
75	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
76	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
77	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
78	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
79	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
80	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
81	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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**AGREEMENT WITH AOT PUBLIC SAFETY CORPORATION**

THIS AGREEMENT between the City of Miami Gardens ("CITY") and AOT Public Safety Corporation d/b/a Public Safety Corporation or CryWolf False Alarm Solutions ("CONTRACTOR"), is executed in conjunction with, and by reference incorporates that certain Agreement dated January 5, 2011 between the Town of Davie and CONTRACTOR, as herein amended and attached hereto as Exhibit "A" ("Agreement").

**WITNESSETH**

WHEREAS, on July 8, 2010, the TOWN OF DAVIE, FLORIDA ("Town") advertised a Request for Proposals (RFP) relating to the Town's desire to hire a firm to provide false alarm billing collection services in accordance with its Alarm Ordinance, by virtue of a Request for Proposals entitled "Police Department False Alarm Billing Collection Services, RFP # B-10-108," and

WHEREAS, on July 29, 2010, the CONTRACTOR provided a Proposal in response to the Town's RFP, attached to the Town of Davie Contract as Exhibit "B", and by this reference made a part hereof, and

WHEREAS, the Town's Selection Committee met on July 31, 2010, and selected the CONTRACTOR as the most responsive CONTRACTOR to the Town's RFP and on August 17, 2010, the TOWN approved the selection of the CONTRACTOR to provide the TOWN the false alarm billing and collection services described in Exhibit "B" to the Davie Contract, and

WHEREAS, the CONTRACTOR was evaluated by the Town for the ability to perform the work, and

WHEREAS, CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf<sup>®</sup> ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist with false alarms, and

WHEREAS, the CITY OF MIAMI GARDENS ("CITY") also desires to engage the CONTRACTOR to provide similar false alarm billing and collection services as described in Exhibit "B" in accordance with the CITY's Alarm Ordinance by relying upon the Town's RFP and Agreement, and

WHEREAS, CONTRACTOR desires to accept such engagement and the parties agree to the provisions herein.

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree to the terms of the incorporated Agreement and in addition agree to the following amendments:

I. Parties.

Any references to "Town" or "Town of Davie" shall be stricken and replaced with "City" or "City of Miami Gardens."

II. Ordinance.

Any reference to Ordinance shall mean the City of Miami Gardens Alarm Ordinance adopted on April 27, 2011.

III. Notice.

Section 15.7 Notice shall be amended as follows:

City: Danny Crew, City Manager  
1515 N.W. 167<sup>th</sup> Street, Bldg. 5, Suite 200  
Miami Gardens, Florida 33169

With a copy to:

Sonja K. Dickens, City Attorney  
1515 N.W. 167<sup>th</sup> Street, Bldg. 5, Suite 200  
Miami Gardens, Florida 33169

IV. Governing Law.

Section 15.12 shall be amended so that the reference to Broward County shall be replaced with Miami-Dade County.

V. Conflicts.

In the event of any conflicts between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Signatures to follow

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

**AOT Public Safety Corporation**

\_\_\_\_\_  
Signature

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

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: President

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

ATTEST:

**City of Miami Gardens**

\_\_\_\_\_  
Ronetta Taylor, MMC  
City Clerk

By: \_\_\_\_\_  
Danny Crew, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Sonja K. Dickens, City Attorney

**AGREEMENT**

**THIS IS AN AGREEMENT**, dated the 7<sup>th</sup> day of January, <sup>2014</sup>~~2010~~ ("Effective Date"),  
by and between:

**THE TOWN OF DAVIE**, a municipal corporation of the State of Florida with a business address of 6591 Orange Drive, Davie, Florida, 33314 hereinafter referred to as "TOWN,"

and

AOT Public Safety Corporation d/b/a Public Safety Corporation or CryWolf False Alarm Solutions, a company authorized to do business in the State of Florida, with a business address of 103 Paul Mellon Court, Waldorf, MD 20602, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The TOWN has adopted an Ordinance (Town Code Section 16-5), as amended, related to alarm systems and false alarms ("Alarm Ordinance").

1.2 On July 8, 2010, the TOWN advertised its Request for Proposals (RFP) relating to the TOWN's desire to hire a firm to provide false alarm billing collection services in accordance with the Alarm Ordinance, attached hereto as **Exhibit "A"**, and by this reference made a part hereof, for the said Request for Proposals entitled:

Police Department  
False Alarm Billing Collection Services  
RFP # B-10-108

1.3 On July 29, 2010, the CONTRACTOR provided a Proposal in response to the TOWN's RFP, attached hereto as **Exhibit "B"**, and by this reference made a part hereof. As described in **Exhibit B**, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf<sup>®</sup> ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain.

1.4 The TOWN's Selection Committee met on July 31, 2010, and selected the CONTRACTOR as the most responsive CONTRACTOR to the TOWN's RFP.

1.5 On August 17, 2010, the TOWN approved the selection of the CONTRACTOR to provide the TOWN the false alarm billing and collection services described in **Exhibit "B"**.

1.5 The CONTRACTOR desires to accept such engagement and the parties agree to the provisions herein.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the False Alarm Administration Services ("Services") requested by the TOWN as more particularly described in **Exhibit "A"** attached hereto, and its Response to the RFP, attached hereto and made a part hereof as **Exhibit "B"**.

2.2 CONTRACTOR shall schedule regular meetings with TOWN representatives during the term of this Agreement as needed to discuss the Services.

2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.4 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If

CONTRACTOR's licenses are revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.6 CONTRACTOR hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.7 Both parties expect that the False Alarm Billing Collection Services will be fully implemented and operational within one hundred and twenty (120) days from the date the TOWN executes this Agreement and agree to work expeditiously to accomplish this schedule.

**ARTICLE 3**  
**PROTECTION OF TOWN'S PROPERTY**

3.1 To the extent necessary for the performance of the Services, the CONTRACTOR shall protect the TOWN's property from all damage whatsoever on account of CONTRACTOR's performance of services carried on under this Contract.

3.2 Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify the TOWN and give the TOWN an opportunity to object to the disclosure. In the event the TOWN objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

3.3 All data received hereunder shall be made a part of the TOWN's permanent records and files and preserved therein for a period in accordance with the requirements of Florida law, The TOWN will notify the CONTRACTOR of the required retention time in writing at the beginning of the Agreement term and, in the event these requirements change, as soon as those changes are approved by the appropriate Florida State or Municipal agency.

**ARTICLE 4**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

4.1 The TOWN shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Services, all in accordance with **EXHIBIT A and EXHIBIT B**. The license shall cover all the Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-

transferable and non-exclusive and is authorized by CONTRACTOR for use by the TOWN to access its false alarm information.

4.2 The TOWN shall have the right to use the Software in accordance with the Services for so long as the CONTRACTOR provides Services to the TOWN or in accordance with the Termination provisions in this Agreement. This license shall apply for the duration of the Agreement and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, the TOWN's license rights to use the Software shall likewise terminate except as provided for in this Agreement.

4.3 The proprietary information of both parties, CONTRACTOR and TOWN, is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and the TOWN in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties.

4.4 The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. The TOWN may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of the CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

4.5 The TOWN may copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the TOWN's single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Agreement. All other copying is prohibited.

4.6 The TOWN may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

4.7 The TOWN shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it, is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

**ARTICLE 5**  
**TOWN RESPONSIBILITIES**

5.1 The TOWN shall cooperate with and assist the CONTRACTOR by providing management decisions affecting implementation of the Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and the TOWN at the start of the Services.

5.2 The TOWN shall provide the CONTRACTOR with CAD Records, any appeals records and other alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services needed to enforce the Alarm Ordinance.

5.3 To facilitate effective communication between the TOWN and the CONTRACTOR, and in accordance with the Alarm Ordinance, the TOWN shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable.

**ARTICLE 6**  
**TERM AND TERMINATION**

6.1 This Agreement shall have an initial term of three (3) years, commencing on the Effective Date as stated at the beginning of the Agreement and ending on the day before the Agreement's three (3) year anniversary.

6.2 This Agreement may be renewed for one (1) additional three (3) year term upon mutual consent, evidenced by a written Amendment to this Agreement extending the term hereof.

6.3 Subject to the default notice requirements in Articles 12 and 15.7, this Agreement may be terminated by either party for cause, upon written notice, in which event the CONTRACTOR shall be paid its compensation for services performed to termination date subject to the indemnification requirements of this Agreement. In the event that the CONTRACTOR abandons this Agreement or the TOWN terminates the Agreement for cause, the CONTRACTOR shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full fee earned after a notice of cause is provided by the TOWN. Upon any such termination, all finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of the TOWN and shall be delivered by CONTRACTOR to the TOWN.

6.4 If the TOWN substantially changes the Alarm Ordinance by reducing or eliminating the system of permit, false alarm and penalty fees collected through its administrative process, the CONTRACTOR can provide thirty (30) days prior written notice that false alarm fee collections are not being made in accordance with this Agreement. If such enforcement procedures and/or collection obligations are not changed to the reasonable satisfaction of the CONTRACTOR, the

CONTRACTOR may terminate this Agreement for cause after a further thirty (30) day written notice to the TOWN.

6.5 If the CONTRACTOR is entitled to terminate this Agreement, the CONTRACTOR shall offer the TOWN an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to purchase a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer the TOWN's Alarm Ordinance conditional on the payment of initial and annual license and services fees at the CONTRACTOR's then prevailing rates and terms.

**ARTICLE 7**  
**COMPENSATION AND METHOD OF PAYMENT**

7.1 TOWN agrees to compensate CONTRACTOR for all Services performed by CONTRACTOR as follows:

7.1.1 As consideration for its performance of the Services pursuant to this Agreement, CONTRACTOR shall be entitled to receive the following percentages of all revenue collected in accordance with the TOWN'S False Alarm Ordinance during the term of this Agreement.

Range of Collections Based on Annual Collection Periods	% Collections
0 - \$50,000	38%
\$50,001 - \$100,000	26%
\$100,001 and above	18%

Only bank fees, citizen refunds (if any), and credit card fees (if any) will be paid from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, for example \$175,000 of collections in an annual contract period would yield the following CONTRACTOR revenue share: 38% of the first \$50,000 + 26% of the next \$50,000 + 18% of the next \$75,000, or a total annual CONTRACTOR compensation of \$45,500 (26%) in this example. The annual collection periods shall begin on the effective date of this Agreement and on each subsequent annual anniversary date.

7.2 Method of Billing and Payment. Payments of the CONTRACTOR and TOWN revenue shares shall be remitted electronically, e.g. ACH transfer, each month for their respective share of the revenues collected by the alarm program during the previous month, upon approval by the TOWN of the monthly invoice prepared by CONTRACTOR.

**ARTICLE 8**  
**CHANGES IN SCOPE OF WORK**

8.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

8.2 In no event will the CONTRACTOR be compensated for any additional work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 9**  
**INDEMNIFICATION**

9.1 The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the TOWN or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

9.2 The CONTRACTOR shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The CONTRACTOR will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the Town, any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by the CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable shall be grounds for default of this Agreement.

9.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the

services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

**ARTICLE 10**  
**INSURANCE**

10.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor, if applicable, to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

10.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

**10.4 REQUIRED INSURANCE**

10.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000

- B. Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
- C. Personal Injury
  - Annual Aggregate \$1,000,000
- D. Completed Operations and Products
  - Liability shall be maintained for
- E. Property Damage Liability Insurance
  - shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

10.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
  - \$100,000 each accident
  - \$500,000 Disease-policy limit
  - \$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

10.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
- B. Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000

10.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

10.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

**ARTICLE 11**  
**INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 12**  
**DEFAULT OF CONTRACT & REMEDIES**

12.1 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

12.1.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

12.1.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of fourteen (14) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than fourteen (14) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said fourteen (14) day period and thereafter diligently prosecutes such cure to completion.

12.1.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

12.1.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

12.2 **Remedies in Default.** If the abandonment, delay, refusal, failure, or neglect is not cured within fourteen (14) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify the CONTRACTOR of such declaration of default and terminate the Agreement. Upon such declaration of default, all funds remaining due and payable to the TOWN from collections by CONTRACTOR shall be immediately paid to TOWN.

### **ARTICLE 13** **BANKRUPTCY**

It is agreed that if the CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. It is expressly agreed that the sums collected by CONTRACTOR pursuant to the Services performed under this Agreement, less the CONTRACTOR'S fee as described in section 5 are at all times property of the TOWN on which the Town shall have a lien during such time as the funds are in possession of CONTRACTOR.

**ARTICLE 14**  
**DISPUTE RESOLUTION**

14.1 Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 13.1, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

14.2 **Arbitration.** In addition to any other remedy provided hereunder, the TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the TOWN. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by the TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

14.3 **Operations During Dispute.**

14.3.1 In the event that a dispute, if any, arises between the TOWN and the CONTRACTOR relating to this agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and remit payments in full compliance with all terms and conditions of this agreement as interpreted by the TOWN regardless of such dispute.

14.3.2 The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to enforce its false alarm ordinance and the collection of fines pursuant thereto, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with the TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by the TOWN.

14.3.3 Notwithstanding the other provisions in this Section, the Town reserves the right to terminate the Agreement at any time, whenever the service provided by the CONTRACTOR fails to

meet reasonable standards of the trade after the TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 10.1.2.

**ARTICLE 15**  
**MISCELLANEOUS**

15.1 **License for Town Information.** CONTRACTOR acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Town are proprietary marks and CONTRACTOR will not use the marks for any purpose except as expressly permitted in writing by the Town. Upon termination of this Agreement, CONTRACTOR shall immediately and permanently discontinue the use and display of any marks.

15.2 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

15.3 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.4 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of three (3) years after the termination or expiration of this Agreement or renewals thereof. In the event of litigation relating to the services provided through this Agreement, the records shall be maintained until conclusion of the litigation. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

15.5 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN, which shall not be unreasonably withheld. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.6 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.7 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

Town: Judy Paul, Mayor  
Gary Shimun, Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314  
Telephone No. 954-797-1030  
Facsimile No. 954-797-2061

Contractor: Les Greenberg  
Chief Executive Officer  
Public Safety Corporation  
103 Paul Mellon Court  
Waldorf, MD 20602  
Telephone No. (240) 607-1400  
Facsimile No. (301) 638-9319

15.8 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.9 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.10 **Exhibits**. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.11 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.12 **Governing Law**. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

15.13 **Extent of Agreement**. This Agreement represents the entire and integrated agreement between the TOWN and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.14 **Waiver**. Failure of the TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.15 **Attorney's Fees**. In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

15.16 **Cooperative Purchases**. This Agreement may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The TOWN will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

[Remainder of Page Intentionally Blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF January, 2010

Judy Paul  
MAYOR/COUNCILMEMBER

ATTEST:

Russell Wang  
TOWN CLERK

APPROVED THIS 5<sup>th</sup> DAY OF January, 2010

APPROVED AS TO FORM.

John Kayser  
OFFICE OF THE TOWN ATTORNEY



**Exhibit A  
False Alarm Billing Collection Services  
TOWN RFP # B-10-108**

**Exhibit B  
False Alarm Billing Collection Services  
CONTRACTOR PROPOSAL**

**AMENDMENT**

The TOWN and CONTRACTOR have agreed to amend the Agreement for False Alarm Administration Services ("Services") requested by the TOWN as more particularly described in Exhibit "A" attached hereto, and as proposed by the CONTRACTOR in its Response to the RFP, attached hereto and made a part hereof as Exhibit "B".

This Amendment is required to extend the Services to include the tracking of fire alarm systems and false fire alarms, and the billing and collection of fire alarm related fees and penalties ("Additional Services") in accordance with the TOWN Ordinance (Town Code Section 16-5), as amended on January 5, 2011, related to the Alarm Ordinance. All Articles contained in the Agreement shall also govern all Additional Services required by this Amendment.

The TOWN agrees to compensate CONTRACTOR for the Additional Services performed by CONTRACTOR:

7.1.1 As consideration for its performance of the Additional Services pursuant to this Amendment, CONTRACTOR shall be entitled to receive the following percentages of all fire alarm related revenue collected in accordance with the TOWN'S False Alarm Ordinance during the term of this Agreement. This consideration shall be in addition to the CONTRACTOR'S compensation for non-fire alarm related, police alarm systems and false alarms.

Range of Fire Alarm Related Collections Based on Annual Collection Periods	% Collections
0 - \$50,000	38%
\$50,001 - \$100,000	26%
\$100,001 and above	18%

Only bank fees, citizen refunds (if any), and credit card fees (if any) will be paid from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, for example \$110,000 of collections in an annual contract period would yield the following CONTRACTOR revenue share: 38% of the first \$50,000 + 26% of the next \$50,000 + 18% of the next \$10,000, or a total annual CONTRACTOR compensation of \$33,800 (30.7%) in this example. The annual collection periods shall begin on the effective date of this Agreement and on each subsequent annual anniversary date.

7.2 Method of Billing and Payment. Fire alarm related collections shall be accounted for separately by the CONTRACTOR. Separate invoices shall be submitted by the CONTRACTOR for its share of Fire and Non-Fire (Police) alarm collections, respectively. Payments of the CONTRACTOR and TOWN revenue shares shall be remitted electronically, e.g. ACH transfer, each month for the respective share of the revenues collected by the alarm program during the

previous month, upon approval by the TOWN of the monthly invoices prepared by CONTRACTOR.

IN WITNESS OF THE FOREGOING AMENDMENT, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF DAVIE

Russell Muniz  
Russell Muniz, TOWN CLERK

BY: Judy Paul

APPROVED AS TO FORM.

[Signature]  
OFFICE OF THE TOWN ATTORNEY

PUBLIC SAFETY CORPORATION

Witnesses:

[Signature]  
Print Name  
Jill Williams

BY: [Signature]  
Print Name: LES GREENBERG  
Title: CHIEF EXECUTIVE OFFICER

[Signature]  
Print Name



STATE OF Maryland  
COUNTY OF Charles ) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Les Greenberg as CEO of AOT Public Safety Corp., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of AOT Public Safety Corp., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25 day of January, 2011.

[Signature]  
NOTARY PUBLIC  
Melba P. Ayres  
(Name of Notary Typed, Printed or Stamped)



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>			<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>			
	X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> N/A		
		X				
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	Building and Code Compliance		

**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 THE FEDERAL PROPERTY REGISTRATION CORP., IN ACCORDANCE WITH CITY OF JACKSONVILLE RFP #P-46-10, TO PROVIDE ELECTRONIC REGISTRATION SERVICES OF VACANT, ABANDONED AND FORECLOSED PROPERTIES IN THE CITY OF MIAMI GARDENS, 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:**

In line with the revisions to the vacant property registry ordinance and adoption of the proposed annual registration fee of \$150.00, the Department of Building and Code Compliance has identified a vendor to provide a service that would streamline and automate the vacant property registration and fee collection process. This vendor agreed to extend the terms and conditions of its bid awarded by the City of Jacksonville.

**ITEM K-3) CONSENT AGENDA  
RESOLUTION  
Agreement w/ Federal Property  
Registration Corp.**

Under this agreement, the Federal Property Registration Corporation (FPRC) would provide the equipment, supplies and personnel (including internal training), and other resources as necessary to implement the vacant property registry service online at no upfront cost to the City.

FPRC will coordinate with the City's Information Technology Department to meet security and anti-viral requirements and any other requirements to render the service. In addition, the City and FPRC will split 50/50 all revenues generated by the registration fee.

FPRC provides the same services to the cities of Culter Bay, Jacksonville, and Boynton Beach. The benefits for the include:

- Faster identification of potentially vacant property and quicker resolution of compliance violations
- Fully automated process of identifying foreclosure properties through the company's agreements with the Clerk of Courts
- Revenue generation for the City
- Enhancement of public safety efforts with the provision of a 24-hour live website that can be accessed by the Police Department at any time

Due to the labor intensive nature of tracking, documenting, and identifying responsible parties associated with vacant, and foreclosed properties in the City, it is not feasible for the Code Compliance Division to administer this program with the current staffing. As such, retaining a third-party vendor to oversee the vacant property registry program is advised. Retaining a third party vendor would yield the following outcomes:

- Savings in staff time to administer the program
- Automated and streamlined registration process
- No upfront costs to the City to implement the program

This partnership will create efficiencies for the City, generate revenue for the general fund, and safeguard the community.

## Proposed Action:

It is recommended that City Council approve the attached contract authorizing the City Manager to execute an agreement, in accordance with the City of Jacksonville contract, with the Federal Property Registration Corporation (FPRC) to provide professional services to register vacant, abandoned, and foreclosed properties for the City.

## Attachment:

Attachment A : Contract

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

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY  
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,  
6 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE  
7 FEDERAL PROPERTY REGISTRATION CORP., IN  
8 ACCORDANCE WITH CITY OF JACKSONVILLE RFP #P-46-10,  
9 TO PROVIDE ELECTRONIC REGISTRATION SERVICES OF  
10 VACANT, ABANDONED AND FORECLOSED PROPERTIES IN  
11 THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS  
12 ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR  
13 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE  
14 ADOPTION OF REPRESENTATIONS; PROVIDING AN  
15 EFFECTIVE DATE.  
16

17 WHEREAS, the City Council recently amended Ordinance No. 2010-23-231, the  
18 Vacant and Abandoned Property Ordinance to require the registration of properties in  
19 the process of foreclosure, and

20 WHEREAS, due to the labor intensive nature of tracking, documenting and  
21 identifying responsible parties associated with vacant and foreclosed properties in the  
22 City, it is more feasible to engage the services of a third party vendor,

23 WHEREAS, Federal Property Registration Corp. ("FPRC") was awarded a  
24 contract for similar services with the City of Jacksonville, in accordance with RFP #P-  
25 46-10, and

26 WHEREAS, pursuant to the Agreement, FPRC will retain fifty percent (50%) of  
27 the registration fee, and the City will retain the remainder fifty percent (50%), and

28 WHEREAS, in addition to the City of Jacksonville, FPRC provides similar  
29 services to the cities of Cutler Bay and Boynton Beach,

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 and City Clerk to execute and attest, respectively,  
37 to execute that certain Agreement with the Federal Property Registration Corp., in  
38 accordance with the City of Jacksonville RFP #P-46-10, to provide electronic  
39 registration services of vacant, abandoned and foreclosed properties in the City of  
40 Miami Gardens, a copy of which is attached hereto as Exhibit "A".

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

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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SHIRLEY GIBSON, MAYOR

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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)

**AGREEMENT  
BETWEEN  
THE CITY OF MIAMI GARDENS  
AND  
FEDERAL PROPERTY REGISTRATION CORP.**

THIS AGREEMENT between the City of Miami Gardens ("City") and Federal Property Registration Corp. ("Consultant") is executed in conjunction with, and by reference incorporates that certain Agreement dated November 17, 2010, between the City of Jacksonville and Consultant, as herein amended, and attached hereto as Exhibit "A", ("Agreement").

**WITNESSETH:**

WHEREAS, the City of Jacksonville prepared Request for Proposal No. P-46-10 for professional services to provide, operate, and maintain an electronic registration process for neglected, vacant, abandoned and foreclosed properties in Jacksonville, Florida, and

WHEREAS, Consultant submitted a proposal to the City of Jacksonville and was selected as the best and most qualified applicant, and

WHEREAS, the City of Jacksonville and the Consultant negotiated mutually satisfactory terms for services to be provided by Consultant, and

WHEREAS, the City of Miami Gardens ("City") also desires to engage the Consultant to provide an electronic registration process for vacant, neglected, abandoned and foreclosed properties in the City, and

WHEREAS, Consultant desires to accept such engagement and the parties agree to the provisions herein,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree to the terms of the incorporated Agreement and in addition agree to the following amendments:

1. Parties. Any references to the "City of Jacksonville" shall be stricken and replaced with "City" or "City of Miami Gardens."

Any and all references to "Duval County" shall be replaced with "Miami-Dade County".

2. Ordinance. Any reference to Ordinance shall mean the City of Miami Gardens Abandoned Properties Ordinance.

3. Article 2 shall be amended to provide that the City's project coordinator will be the Director of Building and Code Compliance.

4. Section 3.01 shall be amended to delete the reference to September 30, 2011 and to replace it with April 30, 2012.

5. Section 3.03 shall be amended as follows:

Notwithstanding the foregoing, or any other provisions of this Agreement to the contrary, the City may terminate this Agreement at any time ~~in the event of loss of funding~~ for any reason by giving Consultant thirty (30) days written notice ~~twenty-four hours oral notice with written confirmation following~~. In the event this Agreement is terminated, the Consultant shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the City.

6. Section 7.01.04 should be amended as follows:

Consultant shall pay to City the aggregate amount of the City's 50% share of all registration fees collected by Consultant each month, together with all interest earned thereon, within fifteen (15) business days following the end of each month. All of the Consultant's payments to the City shall be accompanied by bank statements and reports evidencing the registration fees collected by Consultant during the month and the amount of interest earned thereon; provided however, Consultant shall submit said financial statements and reports to the City within fifteen (15) business days following the end of each month even if no registration fees were collected by Consultant during the month reported. Consultant's payment to the City shall be in the form of a cashier's check or official bank check. Consultant's payments and financial statements and reports shall be mailed to the following City address: City of Miami Gardens Building and Code Compliance Department, 1515 NW 167<sup>th</sup> Street, Building 5, Suite 200, Miami, Florida 33169 ~~City of Jacksonville Housing and Neighborhoods Department, c/o ASD Budget/Accounts Receivable, 214 N. Hogan Street, 7<sup>th</sup> Floor, Jacksonville, Florida 32202~~, and the payment should indicate that it is regarding the Foreclosure Registry.

7. Article 14 shall be deleted in its entirety.

8. Article 16 shall be amended to take out any references to Section 126.306 of the City of Jacksonville Ordinance Code.

9. Article 17 shall be deleted in its entirety.

10. Article 20 shall be amended so that all references to "Jacksonville" should be replaced with "City of Miami Gardens", and all references to "Duval County" shall be replaced with "Miami Dade County".

11. Article 24.01 shall be amended as follows:

As to the City

City of Miami Gardens  
Dr. Danny O. Crew, City Manager  
1515 NW 167<sup>th</sup> Street, Building 5, Suite 200  
Miami Gardens, Florida 33169

With a copy to:

Sonja K. Dickens, City Attorney  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Building 5, Suite 200  
Miami Gardens, Florida 33169

12. Article 26 shall be deleted in its entirety.

13. Article 27 Conflict of Interest shall be amended to replace references to "Section 126.112 of the Ordinance Code" with "Chapter 112 of the Florida Statutes and the Miami Dade County Ethics Ordinance".

14. Amendment to the Scope of Service.

The Scope of Service shall be amended to include the following additional services:

In addition to providing the services outlined in the scope of work, FPRC shall also provide services to properties within the City of Miami Gardens that have been identified by the City as being vacant, but which properties do not have mortgages on them. All aspects of the scope of work will also apply to these properties.

**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
FEDERAL PROPERTY REGISTRATION CORP.  
(Registry of Vacant/Abandoned Properties in Duval County, Florida)**

**THIS AGREEMENT** is made and entered into in duplicate this 17 day of November, 2010 (hereinafter referred to as the "*Effective Date*"), by and between the **City OF JACKSONVILLE**, a municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (hereinafter referred to as the "*City*") and **FEDERAL PROPERTY REGISTRATION CORP.**, a Florida corporation (hereinafter referred to as the "*Consultant*").

**WITNESSETH:**

**WHEREAS**, the City prepared a Request for Proposal No. P-46-10 for professional services to provide, operate and maintain an electronic registration process for neglected, vacant, abandoned and foreclosed properties in Duval County, Florida in accordance with City Ordinance No. 2010-327-E (hereinafter referred to as the "*Project*"). A copy of City Ordinance No. 2010-327-E, as may be amended hereafter, is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "*Ordinance*"); and

**WHEREAS**, the Consultant submitted a proposal to the City and was selected by the City as the best and most qualified applicant; and

**WHEREAS**, the City and the Consultant have negotiated mutually satisfactory terms for the execution of this Project; now therefore

**IN CONSIDERATION** of the promises and of the mutual covenants and agreements hereinafter contained, the City hereby engages the Consultant for the Project in accordance with the following:

**ARTICLE 1: Engagement of Consultant:**

1.01. City hereby engages Consultant and Consultant hereby accepts said engagement for the purpose of providing to City professional services for the Project, as described in and according to the provisions of the scope of services attached hereto as Exhibit "B" (the "*Services*") and, by this reference, made a part hereof.

1.02. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Agreement and the Services. The Consultant shall be responsible for providing the equipment, supplies, personnel (including management, employees,

and training), and other resources as necessary to provide the Services. Consultant shall coordinate with the Project Coordinator and the City's Information Technology Department to meet any county or City information technology security and anti-viral requirements or other requirements necessary to render the Services. Consultant shall execute any county website link agreements required by City to perform the Services. Additionally, Consultant has agreed to provide at Consultant's expense a "splash page" or cover page which will be displayed prior to users entering the property registry website from the City's website language to be approved by City indicating that the user is exiting the City of Jacksonville's website and entering into the property registry website and that the property registry website is maintained and owned by the Consultant.

**ARTICLE 2: Coordination and Services Provided by City:**

City shall designate, for the Services received, a Project Coordinator who will, on behalf of the City, coordinate with Consultant and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of Consultant to coordinate all project related activities with the designated Project Coordinator. The City's Project Coordinator shall be: Director of City of Jacksonville, Housing and Neighborhoods Department.

**ARTICLE 3: Duration of Agreement, Termination and Default:**

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until September 30, 2011, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement. This Agreement may be renewed, in the sole discretion of the City, for up to three (3) additional one (1) year periods, upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice, to the defaulting party of the default. The defaulting party shall be given ten (10) business days, from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement, as provided in Section 3.1 hereof.

3.03. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the City may terminate this Agreement at any time in the event of loss of funding for any reason by giving Consultant twenty-four (24) hours oral notice with written confirmation following. In the event this Agreement is terminated, the Consultant shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the City.

3.04. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

**ARTICLE 4. Meetings and Public Hearings:**

The Consultant must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by City and Consultant can reasonably schedule its appearance.

**ARTICLE 5: Delays:**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

**ARTICLE 6: Suspension of Services:**

The City may suspend the performance of the Services rendered by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than the Consultant's negligence or failure to perform, shall not affect the Consultant's compensation as outlined in this Agreement.

**ARTICLE 7: Payments for Services of Consultant and Payments to City:**

7.01. The City will compensate the Consultant for the Services rendered hereunder in accordance with the following terms:

7.01.01. The Consultant's professional fees under the terms of the Agreement shall be those contained in the "**Contract Fee Summary**", attached hereto and, by this reference, made a part hereof, as **Exhibit "C"**, for the term of this Agreement. Consultant shall not charge any start-up fees nor are any additional fees assessed outside of what is collected through the registration process by Consultant in accordance with the Ordinance and Consultant shall pay for all administrative costs and fees related thereto. In accordance with the Ordinance, the Consultant shall charge a fee of One Hundred Fifty and 00/100 Dollars (\$150.00) per applicant to register a neglected, vacant, abandoned or foreclosed property under the Ordinance. Upon collection of a registration fee by Consultant, Consultant shall retain fifty percent (50%) of the registration fee as the professional fee for the Services provided by Consultant hereunder and shall pay to City

the remainder fifty percent (50%) of said registration fee. The City shall not have any obligation to pay Consultant directly under this Agreement for the Services. Consultant's professional fees for the Services shall be solely charged and offset from any registration fees collected by Consultant pursuant to the registration requirements in the Ordinance. The Consultant shall not charge a registration fee in excess of the amount stated in the Ordinance.

7.01.02. The maximum indebtedness of the City for all fees for Services provided by Consultant pursuant to this Agreement shall not exceed the sum of Zero and No/100 (\$0.00) for the term of this Agreement.

7.01.03. Consultant shall deposit the City's 50% share of all registration fees collected by Consultant each month in an interest bearing account.

7.01.04. Consultant shall pay to City the aggregate amount of the City's 50% share of all registration fees collected by Consultant each month, together with all interest earned thereon, within fifteen (15) business days following the end of each month. All of Consultant's payments to City shall be accompanied by bank statements and reports evidencing the registration fees collected by Consultant during the month and the amount of interest earned thereon; provided however, Consultant shall submit said financial statements and reports to the City within fifteen (15) business days following the end of each month even if no registration fees were collected by Consultant during the month reported. Consultant's payment to City shall be in the form of a cashier's check or official bank check. Consultant's payments and financial statements and reports shall be mailed to the following City address: City of Jacksonville Housing & Neighborhoods Department, c/o ASD Budget/Accounts Receivable, 214 N. Hogan Street, 7<sup>th</sup> Floor, Jacksonville, FL 32202, and the payment should indicate that it is regarding the Foreclosure Registry.

**ARTICLE 8: Indemnity:**

8.01. The Consultant, and without limitation, its employees, agents, and sub-consultants, (individually or collectively referred to as the "*Indemnifying Parties*"), shall hold harmless, indemnify, and defend the City, including without limitation, its officers, directors, employees, representatives, and agents (individually or collectively referred to as the "*Indemnified Parties*") from and against:

8.01.01. General Tort Liability, including without limitation any and all claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed thereunder; and

8.01.02. Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs,

reasonable expert witness fees and attorney fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing; and

8.01.03. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

8.01.04. Liability from Breach of Representations, Warranties and Obligations, including with out limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in Section 8.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 8.01 relating to indemnification shall survive the term of this Agreement, and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

**ARTICLE 9: Insurance**

9.01. Without limiting its liability under this Agreement, the Consultant and its subconsultants shall procure and maintain at their sole expense, during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

**SCHEDULE**

**LIMITS**

<b>Workers' Compensation</b> Employers' Liability (including appropriate Federal Acts)	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 Each Employee/Disease
<b>Commercial General Liability</b> ( Including Premises Operations and Blanket Contractual Liability)	\$2,000,000 General Aggregate \$2,000,000 Products/Comp. Ops Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses

(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage)

<b>Automobile Liability</b> (All automobiles- owned, hired or non-owned)	\$1,000,000 Combined Single Limit
<b>Professional Liability</b>	\$1,000,000

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.)

9.02. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. Such Insurance shall be written by an insurer with an A.M. Best Rating of "A VII" or better. Prior to commencing any work on the Project, Certificates of Insurance, approved by the City's Division of Insurance & Risk Management, evidencing the maintenance of the required insurance shall be furnished to the City. The insurance policies shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

9.03. Anything to the contrary notwithstanding, the liability of the Consultant under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval or failure to disapprove insurance furnished by the Consultant shall relieve the Consultant or its subconsultants from responsibility to provide insurance as required by this Agreement.

**ARTICLE 10: Accuracy of Work:**

10.01. In providing the Services under this Agreement, the Consultant, including its

officers, employees, agents and subconsultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The Consultant shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants, at no additional compensation. Acceptance of the work by the City shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by the Consultant under this Agreement, the Consultant shall confer with the City for the purpose of interpreting the information furnished and/or correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. The Consultant shall be and remain liable, in accordance with applicable law, and shall indemnify, hold harmless and defend the City for all damages to the City caused by the Consultant's breach of contract or its negligent performance of any Services under this Agreement. The Consultant shall not be responsible, however, for any time delays, in the Project, caused by circumstances beyond the Consultant's control. The indemnification provided in this Section 10.03 shall survive the term of this Agreement and any holdover and/or contract extensions thereto.

**ARTICLE 11: Nonwaiver:**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

**ARTICLE 12: Ownership of Documents and Equipment:**

The Consultant agrees that upon completion of the Services all information, reports, findings, recommendations, data and memoranda of every description arising out of or relating to the Services rendered by the Consultant under this Agreement are to become the property of the City. However, that upon request by City, and any time during the term of this Agreement, Consultant shall provide City with all information, reports, findings, recommendations, data and memoranda of every description arising out of or relating to the Services to be provided hereunder within ten (10) days of said request. The use of these materials in any manner by the City shall not support any claim by the Consultant for additional compensation. The Consultant

shall have no liability to the City for damages claims and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of the Consultant. The information, reports, findings, recommendations, data and memoranda referenced in this Article shall not include "proprietary information." For purposes of this agreement, "proprietary information" shall mean any information related to patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights related to the Services rendered by the Consultant hereunder.

**ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:**

In the provision of the Services, the Consultant must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**ARTICLE 14: Non-Discrimination Provisions:**

In conformity with the requirements of Section 126.404, *Ordinance Code*:  
The Consultant represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Consultant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the Consultant shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The Consultant agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

**ARTICLE 15: Equal Employment Opportunity.**

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal

Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If the Consultant is exempt from any of the above cited terms, written, evidence of such exempt status must be provided to the City.

**ARTICLE 16: Contingent Fees Prohibited:**

In conformity with Section 126.306, *Ordinance Code*: the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 17: Truth in Negotiation:**

In conformity with Section 126.305, *Ordinance Code*: the Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**ARTICLE 18: Independent Contractor:**

In the performance of this Agreement, the Consultant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the City. The Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

**ARTICLE 19: Retention of Records/Audit:**

19.01. The Consultant must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic

storage media, (for purposes of this Article 19, hereinafter referred to as the "Records") sufficient to reflect all receipt of registration fees collected in accordance with the Ordinance and this Agreement.

19.02. The Consultant must retain all Project Records pertinent to this Agreement for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand, at no additional cost to the City, the Consultant must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. The Consultant must provide these Records at all reasonable times for inspection, review, copying or audit by the City.

19.05. At all reasonable times for as long as the Records are maintained, The Consultant must allow persons duly authorized by the City to have full access to and the right to examine any of the provider's Records, relative to the Project, regardless of the form in which kept.

19.06. The Consultant, at its sole and exclusive cost and expense, must provide audits or reports as requested by the City, and must insure that all related party transactions are disclosed to the auditor.

19.07. The Consultant must comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the City.

19.08. The Consultant must permit the City to interview any employees subcontractors and subcontractor employees of the Consultant to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of the Consultant is, in the opinion of the City, deficient, the City will deliver to the Consultant a written report of the deficiencies and request for development by the Consultant of a corrective action plan. The Consultant hereby agrees to prepare and submit, to the City, said corrective plan within ten (10) days of receiving the City's written report. Thereafter, the Consultant must correct all deficiencies in the corrective action plan, within ten (10) days from the City's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by the Consultant pursuant to this Section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

19.10. To the extent that the Consultant uses subcontractors in the performance of the Services under this Agreement, or assigns this Agreement with prior City consent, the Consultant must include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

**ARTICLE 20: Governing State Law/Venue/Severability:**

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 21: Article Headings:**

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**ARTICLE 22: Construction:**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

**ARTICLE 23: Successors and Assigns/Personal Liability:**

The City and the Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Consultant of its interests in this Agreement without the prior written consent of the City shall be void, in the sole discretion of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the City.

**ARTICLE 24: Notice:**

Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other

party as follows (or such other place as any party may by notice to the other specify):

24.01. As to the City:

Housing and Neighborhoods Department  
City of Jacksonville  
214 N. Hogan Street, 8<sup>th</sup> Floor  
Jacksonville, Florida 32202  
Attn: Wight Greger, Director

With a Copy to:

Office of the General Counsel  
City of Jacksonville  
117 W. Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: Corporation Secretary

24.02. As to the Consultant:

Federal Property Registration Corp.  
6767 N. Wickham Road, Suite 400  
Melbourne, Florida 32940  
Attn: Tom Darnell  
(904) 255.8800  
(904) 255.8837 (fax)

**ARTICLE 25: Consultant Defined:**

As used herein, the term “*Consultant*” shall include, but not be limited to Federal Property Registration Corp., a Florida corporation, its officers, employees, agents, subconsultants and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

**ARTICLE 26: Ethics in Professional Service Agreements:**

The Consultant represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

**ARTICLE 27: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

**ARTICLE 28: Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$25,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

**ARTICLE 29: Entire Agreement/Amendments:**

29.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

29.02 All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**ARTICLE 30: Prompt Payment:**

30.01 *Generally.* When Consultant receives payment from the registration fees collected by Consultant in accordance with the Ordinance for labor, services or materials furnished by subcontractors and suppliers hired by the Consultant, the Consultant shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after the Consultant's receipt of payment from the City. Nothing herein shall prohibit the Consultant from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Consultant may dispute the disputed portion of any such payment only after the Consultant has provided notice to the City and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within ten (10) calendar days after Consultant's receipt of payment from the City. The Consultant shall pay all undisputed amounts due within the time limits imposed by this Section.

30.02. *Third Party Liability.* The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the City and any subcontractor,

supplier, or any third party or create ant City liability for Consultant's failure to make timely payments hereunder. However, Consultant's failure to comply with the Prompt Payment requirements shall constitute a material breach of Consultant's contractual obligations to the City. As a result of said breach, the City, without waiving any other available remedy it may have against the Consultant, may: (i) charge the Consultant a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

**ARTICLE 31: Incorporation by Reference:**

The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced in this Agreement are, by this reference made a part hereof and are incorporated herein.

**ARTICLE 32: Order of Precedence:**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

**ARTICLE 33: Counterparts**

This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[The remainder of this page was left blank intentionally. Signature pages to follow.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By *Neil W. McArthur, Jr.*  
Neil W. McArthur, Jr.  
Corporation Secretary



*Kerri Stewart*  
Kerri Stewart  
John Peyton  
Mayor

Kerri Stewart  
Chief Administrative Officer  
For: Mayor John Peyton  
Under Authority of:  
Executive Order No. 10-01

In accordance with Section 24.105(3) of the Ordinance Code, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

*Michael J. Go...*  
Director of Finance  
City Contract Number: 9544 *ATW*

Form Approved:

*[Signature]*  
Office of General Counsel

ATTEST:

FEDERAL PROPERTY REGISTRATION  
CORP., a Florida corporation

By *Sherry Ballew*  
Signature

SHERRY BALLEW  
Type/Print Name

\_\_\_\_\_  
Title

By *Thomas R. Dravel*  
Signature

THOMAS R. DRAVEL  
Type/Print Name

E. Vice President  
Title

**EXHIBIT "A"**  
**Ordinance No. 2010-327-E**

Amended & Enacted 5/25/10

1 Introduced by Council Members Hyde and Lee and amended by the  
2 Finance Committee:

3  
4  
5 ORDINANCE 2010-327-E

6 AN ORDINANCE RELATING TO MORTGAGED REAL  
7 PROPERTY; CREATING A NEW CHAPTER 179 (MORTGAGE  
8 FORECLOSURE REGULATION), ORDINANCE CODE;  
9 PROVIDING THE PURPOSE, INTENT, DEFINITIONS,  
10 AND APPLICABILITY OF THE ORDINANCE; REQUIRING  
11 MORTGAGEE REGISTRATION RELATING TO REAL  
12 PROPERTY MORTGAGES IN DEFAULT; PROVIDING FOR  
13 REGISTRATION, FEES, AND THE APPROPRIATION OF  
14 THOSE FEES INTO A SPECIAL ACCOUNT DEDICATED TO  
15 IMPLEMENTATION OF THE ORDINANCE; REQUIRING  
16 MAINTENANCE OF CERTAIN REAL PROPERTY BY  
17 MORTGAGEES; PROVIDING SUPPLEMENTAL AUTHORITY;  
18 PROVIDING FOR PENALTIES AND ENFORCEMENT  
19 PROVIDING FOR SEVERABILITY; PROVIDING AN  
20 EFFECTIVE DATE.

21  
22 BE IT ORDAINED by the Council of the City of Jacksonville:

23 WHEREAS, the present mortgage foreclosure crisis has serious  
24 negative implications for all communities trying to manage the  
25 resulting property vacancies, increases in crime and homelessness,  
26 and other problems that stem from the financial crisis; and

27 WHEREAS, foreclosed homes quickly succumb to the forces of  
28 nature and the elements, grass and weeds grow long, swimming pools  
29 become stagnant public health hazards, landscaping dies from lack  
30 of attention or grows out of control, windows break, exteriors  
31 suffer damage from normal wear-and-tear and vandalism, communities

Amended & Enacted 5/25/10

1 suffer, and these consequences have a negative impact first on  
2 neighboring residences and then on entire neighborhoods; and

3 WHEREAS, the conditions identified above negatively impact the  
4 City of Jacksonville and blight neighborhoods; and

5 WHEREAS, the City of Jacksonville is challenged to identify  
6 and locate owners or foreclosing parties who can correct negative  
7 impacts and maintain the properties that are in the foreclosure  
8 process or that have been foreclosed; and

9 WHEREAS, the City of Jacksonville finds that neighborhoods  
10 should be protected from becoming blighted through the lack of  
11 adequate maintenance and security of abandoned and vacant  
12 properties subject to mortgages that are in default; and

13 WHEREAS, the City of Jacksonville has already adopted property  
14 maintenance codes to regulate community standards for the interior  
15 and exterior of structures and the condition of property as a  
16 whole; and

17 WHEREAS, a foreclosed property registration process is  
18 necessary for the City of Jacksonville to address safety and  
19 aesthetic concerns, as well as to correct the negative impacts and  
20 blighting conditions, that occur as a result of the foreclosure  
21 crisis; and

22 WHEREAS, the City of Jacksonville finds that the registration  
23 process would include properties that have already been foreclosed  
24 upon, are currently in the foreclosure process, or will be in the  
25 foreclosure process in the future; and

26 WHEREAS, the City Council of the City of Jacksonville has  
27 determined that the following additions to the City's ordinance  
28 code will serve and contribute to promoting and protecting the  
29 general health, safety and welfare of the residents of the City of  
30 Jacksonville; and,

Amended & Enacted 5/25/10

1 WHEREAS, upon passage, duly noticed public hearings as  
2 required by law will have been held by the City Council of the City  
3 of Jacksonville, at which public hearings all residents and  
4 interested persons were given an opportunity to be heard; now  
5 therefore

6 BE IT ORDAINED by the Council of the City of Jacksonville:

7 Section 1. Recitals Incorporated. The above recitals are  
8 true and correct and by this reference are incorporated herein  
9 and made an integral part hereof.

10 Section 2. New Chapter 179 (Mortgage Foreclosure  
11 Regulation) enacted. Title VI (Businesses, Trades and Occupations)  
12 is amended to add a new Chapter 179 (Mortgage Foreclosure  
13 Regulation) to read as follows:

14 TITLE VI. BUSINESSES, TRADES AND OCCUPATIONS

15 \* \* \*

16 CHAPTER 179. MORTGAGE FORECLOSURE REGISTRATION

17 Sec. 179.101 Purpose and intent.

18 It is the purpose and intent of this Chapter to establish a  
19 process to limit and reduce the deterioration of property located  
20 within the City of Jacksonville, which property is in mortgage  
21 foreclosure, or where ownership has been transferred to a lender or  
22 mortgagee by any legal method. It is further intended to establish  
23 a registration program as a mechanism to protect neighborhoods from  
24 becoming blighted through the lack of adequate maintenance of  
25 abandoned and vacated properties which are subject to mortgages  
26 that may or may not be in default.

27 Sec. 179.102 Definitions.

28 The following words, terms and phrases, when used in this  
29 Chapter, shall have the meanings ascribed to them, except where the  
30 context clearly indicates a different meaning. Where the context

Amended & Enacted 5/25/10

1 will permit and no definitions are provided herein, the definitions  
2 provided in the Florida Building Code shall apply.

3 *Abandoned real property* means any real property that is  
4 vacant, and is under a public notice of default, or is pending a  
5 mortgage foreclosure, or notice of mortgagee's sale, or lien sale  
6 and/or properties that have been the subject of a mortgage  
7 foreclosure sale where title is retained by the mortgagee, and/or  
8 any properties transferred under a deed-in-lieu of foreclosure  
9 sale, a short sale or any other legal means.

10 *Default* means that the mortgagee has filed a foreclosure  
11 action or public notice of default on the mortgage. A mortgage  
12 shall be considered in default at such time as the mortgagee  
13 declares said mortgage to be in default either in writing, by  
14 recording a lis pendens, by commencing foreclosure proceedings; or  
15 by any other actions demonstrating a breach of a security covenant  
16 on a property.

17 *Enforcement officer* means any fulltime law enforcement  
18 officer, building official, fire inspector or code enforcement  
19 officer employed by the City of Jacksonville.

20 *Evidence of vacancy* means any condition that on its own, or  
21 combined with other conditions present, would lead a reasonable  
22 person to believe that the property is vacant. Such conditions may  
23 include, but are not limited to: overgrown and/or dead vegetation;  
24 electricity, water or other utilities turned off; stagnant swimming  
25 pool; or statements by neighbors, passers-by, delivery agents or  
26 government agents.

27 *Foreclosure* means the judicial process by which a property,  
28 placed as security for a mortgage loan, after a judicial process,  
29 is to be sold at an auction to satisfy a debt upon which the  
30 borrower has defaulted.

Amended & Enacted 5/25/10

1        Vacant means any building or structure that is not lawfully  
2 occupied or inhabited by human beings as evidenced by the  
3 conditions set forth in the definition of "Evidence of Vacancy"  
4 above.

5 **Sec. 179.103. Applicability.**

6        This chapter applies to abandoned and vacant property located  
7 within the City of Jacksonville, which property is in or has been  
8 in mortgage foreclosure, or where ownership has been transferred to  
9 a lender or mortgagee by any legal method.

10 **Sec. 179.104. Inspection and registration of vacant real property**  
11 **by mortgagee holding mortgages in default.**

12        (a) Any mortgagee who holds a mortgage on real property  
13 located within the City of Jacksonville shall perform an inspection  
14 of the property upon default by the mortgagor or prior to the  
15 issuance of a notice of default. If the property is found to be  
16 vacant or shows evidence of vacancy, it shall be deemed vacant or  
17 abandoned and the mortgagee shall, within ten (10) days of the  
18 inspection, register the property with the City of Jacksonville's  
19 Housing & Neighborhood Department on forms promulgated by the  
20 Housing & Neighborhood Department.

21        (b) Property inspected pursuant to subsection (a) above that  
22 is occupied but remains in default, shall be inspected on a regular  
23 basis by the mortgagee or mortgagee's designee.

24        (c) Within ten (10) days of the date any mortgagee declares  
25 its mortgage to be in default, the mortgagee shall register the  
26 real property with the City of Jacksonville's Housing &  
27 Neighborhood Department on forms promulgated by the Housing &  
28 Neighborhood Department and, at the time of registration, shall  
29 designate in writing a local property manager to inspect, maintain  
30 and secure the real property subject to the mortgage in default.

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1 (d) Registration pursuant to this section shall contain at a  
2 minimum the name of the mortgagee, the mailing address of the  
3 mortgagee, e-mail address, and telephone number and name of the  
4 local property manager and said person's address, e-mail address,  
5 and telephone number. The local property manager shall be  
6 responsible to inspect, secure and maintain the property. The  
7 property manager named in the registration shall be located within  
8 twenty (20) miles of the City of Jacksonville and available to be  
9 contacted by the City, Monday through Friday between 9:00 a.m. and  
10 5:00 p.m., holidays and lunch hours excepted.

11 (e) Each registrant shall pay a fee of \$150.00 for each  
12 registration, as and for the costs of registration and enforcement  
13 and the protection against and removal of blight and real property  
14 deterioration. Said fees shall be deposited to a special account  
15 in the Housing & Neighborhood Department dedicated to the cost of  
16 implementation and enforcement of this ordinance and any registries  
17 so required.

18 (f) This section shall also apply to properties that have  
19 been the subject of a foreclosure sale where title is transferred  
20 to the mortgagee as well as any properties transferred to the  
21 mortgagee under a deed in lieu of foreclosure.

22 (g) Properties subject to this section shall remain under the  
23 registration requirement, and the inspection, security, and  
24 maintenance standards of this section as long as they remain vacant  
25 or subject to having been declared by a mortgagee to be in default.

26 (h) Any person or other legal entity that has registered a  
27 property under this ordinance must report any change of information  
28 contained in the registration within ten (10) days of the change.

29 (i) Failure of the mortgagee and/or property owner of record  
30 to properly register or to modify the registration from time to  
31 time to reflect a change of circumstances as required by this

Amended & Enacted 5/25/10

1 ordinance is a violation of this chapter and shall be subject to  
2 enforcement by any of the enforcement means available to the City  
3 of Jacksonville.

4 (j) Pursuant to any judicial finding and determination that  
5 any property is in violation of this chapter the City may take the  
6 necessary action to ensure compliance with and place a lien on the  
7 property for the cost of the work performed to benefit the property  
8 and to bring it into compliance.

9 **Sec. 179.105. Maintenance requirements.**

10 Properties subject to this chapter shall be maintained in  
11 accordance with the City's property safety standards found in  
12 Chapter 518, *Ordinance Code*.

13 **Sec. 179.106. Security requirements.**

14 (a) Properties subject to this Chapter shall be maintained in  
15 a secure manner so as not to be accessible to unauthorized persons.

16 (b) A "secure manner" shall include, but not be limited to,  
17 the closure and locking of windows, doors, gates and other openings  
18 of such size that may allow a child or adult to access the interior  
19 of the property and/or structure. Broken windows shall be secured  
20 by reglazing or boarding.

21 (c) If a mortgage on a property is in default, and the  
22 property has become vacant or abandoned, a local property manager  
23 shall be designated by the mortgagee to perform the work necessary  
24 to bring the property into compliance with the code of ordinances  
25 and the local property manager must perform regular inspections to  
26 verify compliance with the requirements of this section, and any  
27 other applicable laws or ordinances of the City of Jacksonville.

28 (d) When a property subject to this Chapter becomes vacant or  
29 abandoned, it shall be posted with the name and twenty four (24)  
30 hour contact telephone number of the local property manager. The  
31 sign shall be placed in a window facing the street and shall be

Amended & Enacted 5/25/10

1 visible from the street. The posting shall be no less than 18  
2 inches x 24 inches. and shall be of a font that is legible from a  
3 distance of 45 feet. The posting shall contain the following  
4 language with supporting information:

5 THIS PROPERTY IS MANAGED BY  
6 AND IS INSPECTED ON A REGULAR BASIS.  
7 THE PROPERTY MANAGER CAN BE CONTACTED  
8 BY TELEPHONE AT  
9 OR BY EMAIL AT

10 (e) The posting required in subsection (d) above shall be  
11 placed on the interior of a window facing the street to the front  
12 of the property so that it is visible from the street, or secured  
13 to the exterior of the building/structure facing the street to the  
14 front of the property so that it is visible from the street or if  
15 no such area exists, on a stake of sufficient size to support the  
16 posting in a location that is at all times visible from the street  
17 to the front of the property but not readily accessible to vandals.  
18 Exterior posting shall be constructed of and printed with weather-  
19 resistant materials.

20 (f) Failure of the mortgagee and/or property owner of record  
21 to properly inspect and secure a property subject to this Chapter,  
22 and post and maintain the signage noted in this section, is  
23 unlawful and a Class C violation and shall be subject to  
24 enforcement by any of the enforcement means available to the City  
25 of Jacksonville. Pursuant to a finding and determination, the City  
26 of Jacksonville may take the necessary action to ensure compliance  
27 with this section, and recover costs and expenses in support  
28 thereof.

29 **Sec. 179.107. Additional authority.**

30 (a) If an appropriate City code enforcement administrator has  
31 reason to believe that a property subject to the provisions of this

Amended & Enacted 5/25/10

1 chapter is posing a serious threat to the public health safety and  
2 welfare, the code enforcement administrator may bring the  
3 violations before the City's code enforcement board or code  
4 enforcement special magistrate, or a court of competent  
5 jurisdiction as soon as possible to address the conditions of the  
6 property.

7 (b) If there is a finding that the condition of the property  
8 is posing a serious threat to the public health safety and welfare,  
9 then the code enforcement board or code enforcement special  
10 magistrate or a court of competent jurisdiction may direct the City  
11 to abate the violations and charge the mortgagee with the cost of  
12 abatement.

13 (c) If the mortgagee does not reimburse the City for the cost  
14 of abatement within thirty (30) days of the City sending the  
15 mortgagee the invoice, then the City may lien the property with the  
16 cost of abatement, along with an administrative fee of \$500.00 to  
17 recover the administrative personnel services.

18 **Sec. 179.108. Provisions Supplemental.**

19 Nothing contained in this Chapter shall prohibit the City of  
20 Jacksonville from enforcing its codes by any other means,  
21 including, but not limited to, injunction, abatement or as  
22 otherwise provided by law or ordinance.

23 **Sec. 179.109 Criminal Penalties.**

24 Unless otherwise provided for in this Chapter, a violation of  
25 this Chapter is declared unlawful and shall be a Class B offense.

26 **Section 3. Severability.** It is hereby declared to be the  
27 intention of the City Council of the City of Jacksonville that the  
28 sections, paragraphs, sentences, clauses and phrases of this  
29 ordinance are severable, and if any phrase, clause, sentence,  
30 paragraph or section of this ordinance shall be declared  
31 unconstitutional by the valid judgment or decree of a court of

Amended & Enacted 5/25/10

1 competent jurisdiction, such unconstitutionality shall not affect  
2 any of the remaining phrases, clauses, sentences, paragraphs and  
3 sections of this Ordinance.

4       **Section 4. Effective Date.** This ordinance shall become  
5 effective upon signature by the Mayor or upon becoming effective  
6 without the Mayor's signature.

7 Form Approved:

8  
9           /s/ Margaret M. Sidman          

10 Office of General Counsel

11 Legislation prepared by: Steven E. Rohan

12 G:\SHARED\LEGIS.CC\2010\ord\Hyde Mortgage Foreclosure Registration 4.21.2.doc

13

**EXHIBIT "B"**  
**Services**

*From The Desk Of*



**Approach Outline  
To meet  
Scope of Work**

FPRC will provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of the City's adopted Ordinance 2010-327 and shall include, but not limited to, the following:

FPRC will identify vacant/abandoned properties, within the City of Jacksonville, and the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default.

2. Notify mortgage holder of its requirement to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares its mortgage to be in default, pursuant to City Ordinance 2010-327.
3. Provide mortgage holder detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
4. Train and provide support with the responsible person for the lender to electronically register the information.
5. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgage holders the opportunity to go on-line and register vacant/abandoned properties as required by City Ordinance 2010-327.
6. Provide City free access to and training on the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the City of Jacksonville.
7. Collect the registration fee on behalf of the City of Jacksonville and remit to the City the difference between the registration fee and the Vendor's fee pursuant to said registration.
8. Include in the web-based electronic registry system, at no cost to the City, any properties that have been registered with the City prior to the commencement of any Vendor services hereunder.
9. Provide the record of vacant/abandoned properties, with mortgage declared to be in default, that have not been registered and the current status of the registration process for each property.
10. Provide the financial accounting of property registrations identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.

**Database/Web Application**

Federal Property Registration Corp (FPRC) in accordance with City of Jacksonville's Property Registration Ordinance will identify parties responsible for the registration of Vacant/Abandoned properties. Properties will be identified that are subject to a mortgage and involved in a foreclosure action or whereby a mortgagee has taken title to a property through a foreclosure action or deed-in-lieu of foreclosure sale. FPRC has set up a process to collect records from both the Duval County

*From The Desk Of*



Clerk of Courts, and the Duval County Property Appraiser office for identification and combination of data. The combined data records provide potential properties that are or have been subject to the two above- mentioned caveats for registration. This data is proposed to be a tool for code enforcement and all other public safety agencies providing vacancy status while also serving as an alert to Mortgagees and/or other responsible parties of properties that may need to be registered. This information can also be a great tool for identification of target properties for Neighborhood Stabilization Funds and other Grants. FPRC's [www.vacantregistry.com](http://www.vacantregistry.com) tool also greatly diminishes inaccurate registration data, by allowing the registrant to choose the property merged from public record instead of manually registering data that may be more likely to diminish data integrity.

Additional proprietary features of the website include:

- Neighbors and Homeowners of both potential and/or registered properties can take advantage of the citizens request feature (found on the Home Page), that will send automated emails to code enforcement or other designated government officials and agencies while also notifying the mortgagee/responsible party and property manager via email and/or text message.
- GIS processed data and stand-alone applications including various mapping capabilities.
- Potential add-ons that will allow event-tracking; providing transparency to all users regarding violation and resolution events.
- Bulk and registration option for multiple properties in several locations offering batch payment options such as ACH.
- Automated receipt, confirmation and other notifications.

#### Registration Form

When FPRC has not been provided accurate data from public records, the mortgagee/responsible party can complete a template registration. The template will require and collect at the minimum the following information or enough information to extrapolate the necessary information from public records for the following data:

- Case Number
- Property Address, lot#, Strap#, Tax Acct# etc.
- Local Agent; name, contact, address, telephone, fax, email.
- Mortgagee; name, contact, address, telephone, fax, email.
- Servicer; name, contact, address, telephone, fax, email
- Occupancy Status
- Last Inspection Date.

*From The Desk Of*



- Property Management Company; name, contact, address, telephone, fax, email.
- Mailing addresses may not be a Post Office Box.

#### **Tracking Registration Data and Status**

FPRC will track data and property status, through continuous collection and combination of records from its public information resources and will analyze the data through its proprietary data logic and process flow. FPRC will also send out automated status requests to responsible parties of registered properties. Status changes and updates can be completed with the template or online.

#### **Reporting**

FPRC utilizes a system that begins with a 60-90 day initial program implementation; kicking-off with a weekly conference call or providing a detailed email report conducted or sent by FPRC executive management. These weekly calls or emailed reports are provided at the discretion and convenience of the government partner's staff. They include reporting on registration status and best practices involving all communications, processes/procedures, and timelines. Detail and customized reporting of both registered and potential properties (subject to a foreclosure action or the product of a mortgagee owned foreclosure sale) can be created and are available online in .cvs or .xls formats.

#### **Leveraging FPRC Experience and Relationships**

FPRC will communicate the details and requirements of the ordinance to the Real Estate, Banking, and Lending communities utilizing combined experience of close to 100 years in the Real Estate and Banking Industry. FPRC will make contact initially with existing relationships in the various business units and departments of the largest lending institutions including but not limited to:

- Default and Foreclosure
- Loss Mitigation
- REO and Asset Management
- Legal
- Purchasing

FPRC will communicate with National Property Preservation companies and other research teams that report to the industry along w/ the local Real Estate Associations and Homeowner Associations. FPRC will make contact with the state, regional, and local mortgagees and provide ordinance requirements, process and procedural training and support for registration.

*From The Desk Of*



FPRC will provide local associations and neighbors with web-site tools to also collaborate on preserving value, and increasing safety in impacted neighborhoods where properties are required to be or are already registered.

#### **FPRC Operations Cycle**

Provide web-based applications and an electronic database for staff use.

Cite the ordinance to responsible parties.

Collect the registrations/registration data.

Audit the registration-data to ensure parcel city accuracy.

Collect the registration fee.

Scrub the data monthly for accuracy, tracking, and status changes.

Regularly report and/or communicate to staff, registrants, and other industry related parties.

Remit registration revenue and additional reporting for audit and accounting.

#### **Timing**

Lenders will be able to register properties per the City of Jacksonville's ordinance online within 7 days of being awarded the contract.

**Timeline—(Per a Welcome Package provided to staff explaining processes after being awarded a contract.)**

The following information is provided to familiarize you with early implementation processes and procedures put in place to facilitate timely implementation of your Vacant/Foreclosure Property Registration program. However, FPRC would like to first welcome you to our local government solution(s) family. We are here to assist you in any way and thank you for your partnership.

- A mailbox group has been set up for lender and other interested party correspondence. Please direct all correspondence to this email address. The email address copies all individuals including all Executive staff, the data team we have elected, technical support, and our legal department. Your mailbox group email address is: [Jacksonville@vacantregistry.com](mailto:Jacksonville@vacantregistry.com).
- You will also be set up with a single administrative ID and Password for the website that will allow the administrator to add as many additional users as required. This is an automated process.
- You will receive two emails that will first notify you a relationship manager is going to call you and validate your credentials. Once completed your temporary password will be emailed to you.
- If you have any difficulty or do not receive the automated response. Please email [support@vacantregistry.com](mailto:support@vacantregistry.com) and you will be provided assistance. FPRC support may notify you after testing; that your IT administrator needs to be contacted to allow our contact information and site be added as a trusted source.

*From The Desk Of*



- We have begun collaborating with your applicable local agencies collecting data directly for record merge and matching of the Clerk Records, Property Appraiser data, and Tax Collector data.
- This will provide for the most accurate data even before we begin importing lender registration data.
- Please elect a business day during the week for your emailed FPRC management implementation report and/or a time and day for a re-occurring scheduled conference call. When our partner is not able to participate in the conference call, the report is forwarded via email thus allowing you to eliminate having to reschedule your weekly update report.
- Please email [training@vacantregistry.com](mailto:training@vacantregistry.com) for any/all website training.

#### **Initial Registration Timeline**

- Once a mortgagee/trustee/ or agent of the mortgagee has been notified of their responsibility to register properties per our ordinance the following events take place.
  - The responsible party forwards your ordinance to their legal counsel for opinion.
  - After their internal legal review and opinion, we insure they have reviewed materials on when and how to register.
  - The parties elected by the mortgagee to register property are offered the opportunity to participate in additional elective training for a smooth and timely registration process at any time before or during their internal approval process.
  - They begin to register properties via the template or online at our [www.vacantregistry.com](http://www.vacantregistry.com) website (this should begin within 30-45 days of legal department approval) for the larger lenders or within 45-60 days of initial contact with smaller parties. After this initial time period registrations become fluid and FPRC will continue notify the lenders of new registration requirements when necessary.
  - FPRC will contact registered parties monthly to insure data integrity and any property status changes.

#### **ADDITIONAL CONTACTS**

Executive Staff- [executive@vacantregistry.com](mailto:executive@vacantregistry.com)

General Counsel- [legal@vacantregistry.com](mailto:legal@vacantregistry.com)

Technical Support and IT- [support@vacantregistry.com](mailto:support@vacantregistry.com)

GIS Solution(s) and support- [technology@vacantregistry.com](mailto:technology@vacantregistry.com)

**EXHIBIT "C"**  
**Contract Fee Summary**

SCHEDULE OF PROPOSED RATES

Vendor's proposed fee should be representative for each registered property for which the full fee amount required by ordinance has been collected. This fee can be represented on a per transaction basis or as a lump sum. (Vendor will not be compensated any fee for registered properties whose fees have not been collected).

FPRC purposes and commits to a charge based on the collection of the registration fee of a flat \$75.00 per registration based on its performance of all services defined in the scope of services further contained, described, and set forth in Proposal Number: P46-10. FPRC will not charge any start-up fees nor are any additional fees assessed out-side of what is collected through the registration process.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	April 27, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A			
		X					
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	<b>Building and Code Compliance</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE MANUAL TO ESTABLISH AN ANNUAL FEE FOR THE REGISTRATION OF VACANT, ABANDONED AND FORECLOSED PROPERTIES IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

Due to the rise in residential and commercial properties in foreclosure, the City faces a steady incline in the number of vacant and foreclosed properties that are in violation of the Code. The Department of Building and Code Compliance utilizes limited resources to mitigate the deterioration caused by these abandoned and neglected properties, which has placed an immense strain on the City's budget. As a result, the City Council adopted legislation requiring owners to register their properties with the City to ensure there is 24-hour access to a property manager who is held responsible for the upkeep and security of these properties until they are sold.

**ITEM K-4) CONSENT AGENDA  
RESOLUTION  
Annual fee for the registration of vacant,  
abandoned, and foreclosed properties**

There are costs associated with implementing and administering this provision. City staff recommends the adoption of an annual fee of \$150.00 to cover the costs associated with implementing this program. See Attachment "A".

It is equally important to mention that the City will enter into a revenue-sharing arrangement with Federal Property Registration Corporation (FPRC) whereby the company will retain 50% of the revenue to automate and collect the annual registration fee. This arrangement will enable to the City to; (1) achieve savings in staff time to administer the program, (2) generate continuous revenue through a third-party vendor, (3) decrease crime and blight through an automated registration process, and (4) implement the registry program with no upfront costs to the City. This partnership will create efficiencies for the City, generate for revenue the general fund, and safeguard the community.

Staff recommends establishing a \$150.00 annual fee, per property, to relieve the City from the costs associated with administering this registration provision.

**Proposed Action:**

It is recommended that Council adopt the resolution to establish an annual registration fee of \$150.00 per property for the registration of vacant properties and 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

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

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA AMENDING THE CITY'S REVENUE  
5 MANUAL TO ESTABLISH AN ANNUAL FEE FOR THE  
6 REGISTRATION OF VACANT, ABANDONED AND FORECLOSED  
7 PROPERTIES IN THE CITY OF MIAMI GARDENS; PROVIDING  
8 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN  
9 EFFECTIVE DATE.

10  
11 WHEREAS, the City Council recently amended Ordinance No. 2010-23-231,  
12 which requires the registration of vacant, abandoned and foreclosed properties within  
13 the City, and

14 WHEREAS, City staff recommends the adoption of an annual registration fee of  
15 One Hundred Fifty (\$150.00) to cover the cost associated with implementing the new  
16 Ordinance, and

17 WHEREAS, it is necessary to amend the City's Revenue Manual to include the  
18 annual registration fee,

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: ESTABLISHMENT OF FEE: The City Council of the City of Miami  
25 Gardens hereby amends the City's Revenue Manual to establish an annual fee for the  
26 registration of vacant, abandoned and foreclosed properties in the City of Miami  
27 Gardens.

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

47

48

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

50

51 Moved by: \_\_\_\_\_

52

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

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>		
			(Enter X in box)	X				
<b>Fiscal Impact:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X		(Enter X in box)					
			<b>Public Hearing:</b>		<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
			(Enter X in box)			X		X
<b>Funding Source:</b>	General Fund- IT		<b>Advertising Requirement:</b>		<b>Yes</b>		<b>No</b>	
			(Enter X in box)				X	
<b>Contract/P.O. Required:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>		State of Florida #252-001-091			
	X							
<b>Strategic Plan Related</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Obj./Strategy:</b> (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"/> Communication <input type="checkbox"/>		N/A			
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>		Information Technology			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FIFTY NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS AND 98/100 (\$159,740.98) TO SHI INTERNATIONAL CORP., THE STATE OF FLORIDA'S APPROVED VENDOR FOR MICROSOFT SOFTWARE LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

The City Council authorized the City Manager, on May 21, 2008, to enter into an agreement, on an annual renewal basis, with Software House International (SHI), Inc for the licensing of all Microsoft Products used by the City, in accordance with State of Florida Contract #252-001-09-1. The City Microsoft products that are used on over 600 computers, servers and other IT devices. The previous contract was for annual payments of approximately \$205,000, which included the purchase of software and annual licensing.

**ITEM K-5) CONSENT AGENDA  
RESOLUTION  
P.O. to SHI International Corp.**

The City now owns the software, but must continue to pay for the annual licenses. The time has come for the City to enter into another three-year agreement for the use of Microsoft licenses. The new contract with Microsoft, through SHI, is for \$159,740.98 annually.

**Proposed Action:**

It is recommend that the City Council authorize the City Manager to issue a purchase order in the amount of \$159,740.98 to Software House International (SHI), the state approved vendor for Microsoft for software licenses for the City.

**Attachment:**

Attachment A – SHI Contract

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

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE  
5 A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FIFTY  
6 NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS AND 98/100  
7 (\$159,740.98) TO SHI INTERNATIONAL CORP., THE STATE OF  
8 FLORIDA'S APPROVED VENDOR FOR MICROSOFT SOFTWARE  
9 LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES;  
10 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
11 PROVIDING AN EFFECTIVE DATE.

12  
13 WHEREAS, on May 21, 2008, the City Council authorized the City Manager to  
14 enter into a three (3) year Agreement, on an annual renewal basis, with Software House  
15 International, Inc., now known as SHI International Corp. ("SHI"), to purchase software  
16 and provide licenses for all Microsoft products used by the City, in accordance with the  
17 State of Florida's Contract #252-001-091, and

18 WHEREAS, the City is currently using Microsoft products on over 600 City  
19 computers, servers and other information technology devices, and

20 WHEREAS, although the City now owns the Microsoft software, payment of an  
21 annual fee is required for the usage of the licenses, and

22 WHEREAS, City staff recommends renewing the Agreement with SHI for the  
23 usage of Microsoft licenses for computers, servers and other information technology  
24 devices, and

25 WHEREAS, funding for this item is available in the Information Technology  
26 Department's budget,

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

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

32 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
33 hereby authorizes the City Manager to issue a purchase order in the amount of One  
34 Hundred Fifty-Nine Thousand, Seven Hundred Forty Dollars and 98/100 (\$159,740.98)  
35 to SHI International Corp., the State of Florida's approved vendor for Microsoft Software  
36 Licenses for computers, servers, and other devices.

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: DR. DANNY O. CREW, CITY MANAGER

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

60

61

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

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63

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

64

Vice Mayor Aaron Campbell, Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

65

Councilman David Williams Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

66

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

67

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

68

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

69

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

## Program Signature Form

MBA/MBSA number	U0275474
Agreement number	01E61767

SGN-	
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**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Enrollment/Affiliate Registration Form>	
Online Services Supplemental T&C's	X20-02002 (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
<b>Name of Entity (must be legal entity name) *</b> City of Miami Gardens	<b>Microsoft Licensing, GP</b>
<b>Signature *</b>	<b>Signature</b>
<b>Printed Name *</b>	<b>Printed Name</b>
<b>Printed Title *</b>	<b>Printed Title</b>
<b>Signature Date *</b>	<b>Signature Date</b> <small>(date Microsoft Affiliate countersigns)</small>

<b>Tax ID</b>	<b>Effective Date</b> <small>(may be different than Microsoft's signature date)</small>
---------------	--

*\* indicates required field*

**Optional 2<sup>nd</sup> Customer signature or Outsourcer Signature** *(if applicable)*

<b>Customer</b>	<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name) *</b>	<b>Name of Entity (must be legal entity name) *</b>
<b>Signature *</b> _____	<b>Signature *</b> _____
<b>Printed Name *</b>	<b>Printed Name *</b>
<b>Printed Title *</b>	<b>Printed Title *</b>
<b>Signature Date *</b>	<b>Signature Date *</b>

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

<b>Prepared By:</b>
---------------------

## Online Services Supplemental Terms and Conditions

Enrollment number

**Must be attached to a signature form to be valid.**

If Customer has a Master Agreement v.2009 or earlier and Enrolled Affiliate are ordering Online Services, these Online Services Supplemental Terms and Conditions ("Supplemental Terms") update the terms of the Enterprise Enrollment identified above ("Agreement").

### **1. Definitions.**

Capitalized used, but not defined herein, shall have the meanings given them in the Master Agreement and/or Agreement. The following definitions replace or supplement the definitions in the Agreement, as appropriate:

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

### **2. Limited Warranty for Online Services.**

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Customer notifies Microsoft within the warranty period, then Microsoft provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

**OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF**

**MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

**3. *Customer's agreement to protect.***

Customer will defend Microsoft against any claims made by an unaffiliated third party that:

- a. any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or
- b. arise from Customer's or its end user's violation of the terms of this agreement.

Customer must pay the amount of any resulting adverse final judgment (or settlement to which Customer consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Customer promptly in writing of a claim subject to this section. Microsoft must (1) give Customer sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Customer will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

**4. *Limitation on liability.***

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Online Services provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- a. Microsoft's obligations under the section of the Master Terms titled "Defense of infringement, misappropriation, and third party claims" or Customer's obligations under the section of these Supplemental Terms titled "Customer's agreement to protect";
- b. liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
- c. liabilities arising out of any breach by either party of its obligations under the section of the Master Terms entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;
- d. liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
- e. violation by either party of the other party's intellectual property rights.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSOFT'S OBLIGATIONS IN THE SECTION OF THE MASTER TERMS TITLED "DEFENSE OF INFRINGEMENT,**

**MISAPPROPRIATION, AND THIRD PARTY CLAIMS” OR CUSTOMER’S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED “CUSTOMER’S AGREEMENT TO PROTECT.”**

## **5. *Open Source License restrictions.***

Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, “Open Source License Terms”). Neither party may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, “Provide”) in a manner that would subject the other’s computer code to Open Source License Terms. Microsoft is not responsible for Customer’s upload, use or distribution of Customer’s code from the Online Services. Customer may upload code to an Online Service and allow third parties access to use or download Customer’s code on the Online Service, provided that (1) such use is not restricted by a license agreement or the Product Use Rights and (2) any Open Source License Terms apply solely to Customer and their uploaded code, and not to any code or Products provided by Microsoft. Each party warrants that it will not provide the other party with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

## **6. *Applicability of Supplemental Terms.***

These Supplemental Terms apply only to Customer’s purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Master Agreement, the Agreement, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Master Terms or Agreement that are not expressly resolved by their terms, these Supplemental Terms control.





## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<b>April 27, 2011</b>		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>		
			<i>(Enter X in box)</i>	X				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X		<i>(Enter X in box)</i>					
			<b>Public Hearing:</b>		<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
			<i>(Enter X in box)</i>					
<b>Funding Source:</b>	Law Enforcement Trust Fund		<b>Advertising Requirement:</b>		<b>Yes</b>		<b>No</b>	
			<i>(Enter X in box)</i>				X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>		<i>(Enter #)</i>			
	X							
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Objective/Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
	X							
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		<b><i>The purchase of the listed equipment will increase traffic safety.</i></b>			
<b>Sponsor Name</b>	<b>Danny Crew, City Manager</b>		<b>Department:</b>					

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXPEND SEVENTEEN THOUSAND DOLLARS (\$17,000.00) FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF THREE (3) HANDHELD CITATION PRODUCTION DEVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

**Staff Summary:**

The Miami Gardens Police Department conducts traffic enforcement and pedestrian safety within the City of Miami Gardens. Since its inception, the Department has issued several thousand traffic citations and has made a positive impact on the safety of residents and visitors.

Currently, the citations are handwritten and manually entered into the Records Management System, which is a time consuming and inaccurate process. These citations are used to track citizen interactions and also document contacts and establish identities of persons stopped within the City. Staff is

**ITEM K-6) CONSENT AGENDA  
RESOLUTION  
Handheld Citation Production Device**

proposing the purchase of three handheld citation production devices in the amount of \$17,000 utilizing Law Enforcement Trust Fund (LETF) dollars. Using these devices, the Department will initiate a pilot project in the Traffic Unit, to determine if there is a positive effect on efficiency and effectiveness of citations written in the City. The purchase of these devices is authorized under Florida Statutes regulating the use of LETF dollars.

**Proposed Action:**

That the City Council authorize the City Manager to expend \$17,000 from the Police Department's LETF account to purchase three handheld citation production devices at a cost of \$17,000.

**Attachment:**

None

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

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO  
5 EXPEND SEVENTEEN THOUSAND DOLLARS (\$17,000.00) FROM THE  
6 LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF THREE  
7 (3) HANDHELD CITATION PRODUCTION DEVICES; PROVIDING FOR  
8 THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE  
9 DATE.

10  
11 WHEREAS, the Miami Gardens Police Department conducts traffic enforcement  
12 and pedestrian safety within the City of Miami Gardens, and

13 WHEREAS, since its inception, the Department has issued several thousand  
14 traffic citations and has made a positive impact on the safety of the City's residents and  
15 visitors, and

16 WHEREAS, citations are currently handwritten and entered into the records  
17 management system manually which is time consuming, and

18 WHEREAS, City staff proposes the purchase of three (3) handheld citation  
19 production devices in the amount of Seventeen Thousand Dollars (\$17,000.00) utilizing  
20 Law Enforcement Trust Fund (LETF) dollars,

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 expend Seventeen Thousand Dollars  
28 (\$17,000.00) from the Police Department Law Enforcement Trust for the purchase of  
29 three (3) handheld citation production devices.

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

45

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

46

47

48

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

49

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51

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

52

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)

61

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

62

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

63

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
						X	
<b>Funding Source:</b>	<b>General Fund - Building Code Compliance Dept</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
							X
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>ITB#10-11-033 Lot Clearing and Lot Maintenance</b>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  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"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Procurement</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO JERRY'S CUSTOM LANDSCAPING, INC., ON AN AS NEEDED BASIS, NOT TO EXCEED THE ANNUAL ALLOCATED BUDGETED AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), FOR LOT CLEARING AND MOWING SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In an effort to minimize loitering and potential crime on abandoned residential properties within the City of Miami Gardens, the Building & Code Compliance Department is tasked with keeping lots clear of trash and debris, as well as mowing of these properties to prevent decrease property values of surrounding homes.

**ITEM K-7) CONSENT AGENDA  
RESOLUTION  
P.O. to Jerry's Custom Landscaping Inc.**

The Code Compliance Division identified approximately 110 abandoned/vacant properties and nearly 30 occupied properties where property maintenance violations, specifically overgrown lots, exist. As a result, these properties cause blight and deterioration, decrease property values and expose the City's neighborhoods to health and safety hazards. Lot clearing and mowing services enable the City to abate these eyesores as soon as the City's Special Master deems these properties a public nuisance via the Special Master process.

City Staff prepared specifications and advertised on February 23, 2011. A broadcast notice was sent to 573 vendors. Fifty one (51) vendors requested bid packages. The bids were opened on March 17, 2011. Seven (7) bids were received and publicly read. A copy of the solicitation document and proposals submitted are available at the Assistant to the Mayor and Council's office for review.

The initial term of the contract is for a one year period, with an option for the City to renew for two (2) additional years, on a year to year basis.

The apparent low bidder Lawn Wizard USA Inc. of Oakland Park, Florida, was found to be not responsible due to inferior past performance with the City. Reasons include billing errors as well as damage to residential property while performing duties.

After verifying qualifications and references City staff recommends the second low bidder Jerry's Custom Landscaping Inc. of Miramar, Florida.

The solicitation included language encouraging bidders to hire unemployed City residents as part of their workforce to complete projects for the City. Jerry's Custom Landscaping Inc. indicated in their bid submittal that no new employees would be needed.

**Proposed Action:**

That City Council authorize the City Manager to issue purchase orders to Jerry's Custom Landscaping Inc., on an as needed basis, for lot clearing and mowing services in an amount not to exceed the annual allocated budget amount of \$55,000.

**Attachment:**

Attachment A - Bid Tabulation

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

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY  
5 MANAGER TO ISSUE PURCHASE ORDERS TO JERRY'S  
6 CUSTOM LANDSCAPING, INC., ON AN AS NEEDED BASIS,  
7 NOT TO EXCEED THE ANNUAL ALLOCATED BUDGETED  
8 AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00),  
9 FOR LOT CLEARING AND MOWING SERVICES; PROVIDING  
10 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN  
11 EFFECTIVE DATE.

12  
13 WHEREAS, the Building and Code Compliance Department provides lot clearing  
14 and mowing services on abandoned residential properties within the City of Miami  
15 Gardens, and

16 WHEREAS, lot clearing services minimize blight, loitering and deters potential  
17 crime from occurring on abandoned properties, and

18 WHEREAS, on February 23, 2011, City staff prepared specifications and  
19 advertised ITB #10-11-033 for lot clearing and maintenance services, and

20 WHEREAS, the apparent lowest bidder Lawn Wizard USA, Inc. was found to be  
21 not responsible due to inferior past performance with the City, and

22 WHEREAS, after verifying qualifications and references, City staff recommends  
23 awarding the bid for mowing and lot clearing services to the second lowest bidder,  
24 Jerry's Custom Landscaping, Inc.,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
26 OF 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 authorizes the City Manager to issue purchase orders to Jerry's Custom

32 Landscaping, Inc., on an as needed basis, not to exceed the annual allocated budgeted  
33 amount of Fifty-Five Thousand Dollars (\$55,000.00), for lot clearing and mowing  
34 services.

35 Section 3: 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

**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 ITB# 10-11-033 Lot Clearing/ Mowing Services March 17, 2011



Lawn Wizard USA Inc. of Oakland Park FL	Jerry's Custom Landscaping Inc. of Miramar, FL	Royal Regions Inc. of Miami Gardens, FL	Orchidman Landscape Artisans of Coral Gables, FL	Weed A Way Inc of Hialeah, FL	Bannerman Landscaping Inc., of Miami, FL	Groundkeepers Inc. of Miami Lakes, FL
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Lot Clearing Group 1

Item #	DESCRIPTION	Est Qty	Flat Fee	Total	Flat Fee	Total	Flat Fee	Total	Flat Fee	Total						
#1	Light tractor mowing, trimming, pick-up, loading, hauling and disposal Lot Size 75X100 or smaller	65	\$20.00	\$1,300.00	\$15.50	\$1,007.50	\$40.00	\$2,600.00	\$43.38	\$2,819.70	\$159.00	\$10,335.00	\$300.00	\$19,500.00	\$247.00	\$16,055.00
#2	Medium tractor mowing, trimming, pick-up, loading, hauling and disposal Lot Size 75X100 or smaller	20	\$20.00	\$400.00	\$20.50	\$410.00	\$50.00	\$1,000.00	\$65.00	\$1,300.00	\$189.00	\$3,780.00	\$375.00	\$7,500.00	\$347.00	\$6,940.00
#3	Heavy Tractor mowing, trimming, pick-up, Loading, hauling and disposal Lot Size 75 X 100	3	\$20.00	\$60.00	\$30.00	\$90.00	\$56.00	\$168.00	\$350.00	\$1,050.00	\$289.00	\$867.00	\$400.00	\$21,300.00	\$447.00	\$1,341.00
#4	Light Tractor mowing, trimming, pick-up, loading, hauling and disposal Lot Size Larger than 75 X 100	10	\$20.00	\$200.00	\$40.00	\$400.00	\$46.00	\$460.00	\$50.00	\$500.00	\$349.00	\$3,490.00	\$750.00	\$7,500.00	\$247.00	\$2,470.00
#5	Medium Tractor mowing, trimming, pick-up, loading, hauling and disposal Lot Size Larger than 75 X 100	5	\$20.00	\$100.00	\$50.00	\$250.00	\$47.00	\$235.00	\$168.00	\$840.00	\$549.00	\$2,745.00	\$850.00	\$4,250.00	\$347.00	\$1,735.00
#6	Heavy Tractor mowing, trimming, pick-up, loading, hauling and disposal Lot Size Larger than 75 X 100	7	\$20.00	\$140.00	\$60.00	\$420.00	\$50.00	\$350.00	\$1,000.00	\$7,000.00	\$729.00	\$5,103.00	\$1,300.00	\$9,100.00	\$447.00	\$3,129.00
	Clearing- bulldozing w/operator	2	\$70.00/hr	\$140.00	\$70.00/hr	\$140.00	\$60.00/hr	\$120.00	\$72.50/hr	\$145.00	\$239.00/hr	\$478.00	\$100.00/hr	\$200.00	\$300.00/hr	\$600.00

Lot Mowing Maintenance Group 2

#7	Lot Size 75 X 100 or smaller- including swale area	98	\$20.00/cut	\$1,960.00	\$15.00/cut	\$1,470.00	\$50.00/cut	\$4,900.00	\$49.36/cut	\$4,837.28	\$73.00/cut	\$7,154.00	\$25.00/cut	\$2,450.00	\$247.00/cut	\$24,206.00
#8	Lot Size larger than 75 X 100- including swale area	87	\$20.00/cut	\$1,740.00	\$45.00/cut	\$3,915.00	\$80.00/cut	\$6,960.00	\$80.00/cut	\$6,960.00	\$149.00/cut	\$12,963.00	\$35.00/cut	\$3,045.00	\$347.00/cut	\$30,189.00
				\$6,040.00		\$8,102.50		\$16,793.00		\$25,451.98		\$46,915.00		\$74,845.00		\$86,665.00

This is only a tabulation of prices submitted and is not an indication of award or responsiveness.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 27, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)	X			
<b>Fiscal Impact:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> (Enter X in box)	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X	X		<b>Public Hearing:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					X		X
<b>Funding Source:</b>	General Fund- Information Tech		<b>Advertising Requirement:</b> (Enter X in box)	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
	X						
<b>Strategic Plan Related</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	Information Technology			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXTEND THAT CERTAIN EXISTING CONTRACT WITH AIP-US FOR AN ADDITIONAL ONE (1) YEAR TERM IN THE AMOUNT OF FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS (\$54,973.00), WITH AN AUTOMATIC RENEWAL FOR AN ADDITIONAL YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background:**

AIP-US LLC is the City's current provider of Network Security Solutions. The company was formed by the leading Network Engineer from BearingPoint, Inc. It is a small company that allows the City individual and immediate attention. In FY 2008, the City contracted with AIP-US to provide Network Security Solutions and Services. AIP-US provides the City with 15-20 hours of service per week. Staff is proposing that the City renew the contract for a two year term with a fixed fee of \$54,973 annually.

**ITEM K-8) CONSENT AGENDA  
RESOLUTION  
Extending an existing contract  
w/ AIP-US**

Staff performed an analysis of the cost of continuing this service with AIP-US versus contracting with other industry leaders. This analysis revealed that the prevailing rate in the industry is \$210 per hour, which would equate to over \$164,000 per year in service fees to the City. With the various threats to networks and internet security, it is imperative that the city have this expertise available with a vendor that is familiar with the entire enterprise. AIP-US LLC provides the services needed at a significant savings to the City.

**Proposed Action:**

It is recommend that the council authorize the City Manager to negotiate and execute a contract with AIP-US LLC for Network Security Solutions and Services in the amount of \$54, 973 per year for period of one year, with an option to renew for an additional one year period.

**Attachment:**

Attachment A – AIP-US LLC Contract

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

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2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO  
5 EXTEND THAT CERTAIN EXISTING CONTRACT WITH AIP-US FOR AN  
6 ADDITIONAL ONE (1) YEAR TERM IN THE AMOUNT OF FIFTY-FOUR  
7 THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS  
8 (\$54,973.00), WITH AN AUTOMATIC RENEWAL FOR AN ADDITIONAL  
9 YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
10 PROVIDING AN EFFECTIVE DATE.

11  
12 WHEREAS, since 2008, the City has contracted with AIP-US LLC ("AIP-US) to  
13 provide network security solutions and services, and

14 WHEREAS, in March 2009, the City entered into a two (2) year Agreement with  
15 AIP-US to continue these services, and

16 WHEREAS, City Manager is proposing that the City extend the Agreement for an  
17 additional one (1) year period with an automatic renewal of another year at the fixed fee  
18 of Fifty-Four Thousand Nine Hundred Seventy-Three Dollars (\$54,973.00) per each  
19 year,

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

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

25 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
26 hereby authorizes the City Manager to extend that certain existing contract with AIP-US  
27 LLC for an additional one (1) year term in the amount of Fifty-Four Thousand Nine  
28 Hundred Seventy-Three Dollars (\$54,973.00), with an automatic renewal for an  
29 additional year.

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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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)

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**ADDENDUM TO  
NETWORK AND SECURITY OPERATIONS SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI GARDENS, FLORIDA  
AND AIP-US LLC**

THIS ADDENDUM ("Addendum") is incorporated into that Agreement between the City of Miami Gardens ("City") Florida, a municipal corporation hereinafter referred to as "City" and AIP-US LLC, a Delaware corporation hereinafter referred to as "Consultant".

**WITNESSETH**

WHEREAS, since 2008, the City has contracted with AIP-US LLC to ("AIP-US") provide network security solutions and services, and

WHEREAS, in March 2009, the City entered into a two (2) year agreement with AIP-US to continue these services, and

WHEREAS, City Manager is proposing that the City extend the Agreement for an additional one (1) year period with an automatic renewal of another year at the fixed fee of Fifty-Four Thousand Nine Hundred Seventy-Three Dollars (\$54,973.00) per each year,

NOW, THEREFORE, and consideration of the premises and mutual covenants herein named, the parties are to agree as follows:

1. Article 4 Compensation/Expenses shall be amended as follows:

The person assigned to this Agreement shall work a maximum of sixteen (16) hours per week for two (2) years.

The first year (from ~~May 18, 2009 to May 16, 2010~~ May 16, 2011 to May 13, 2012) shall be paid at an hourly rate of ~~sixty-three~~ sixty-three dollars ~~seventy-six~~ seventy-six nineteen cents (~~\$60.76~~63.19) per hour. Services for the City of Miami Lakes shall be billed at an additional Two Hundred Dollars (\$200.00) per month. The first year total contract value shall not exceed ~~fifty thousand, five hundred and fifty-one dollars (\$50,551.00.)~~ Fifty Four Thousand, Nine Hundred Seventy Three Dollars (\$54,973.00).

The second year (from ~~May 17, 2010 to May 15, 2011~~ May 14, 2012 to May 12, 2013) shall be paid at an hourly rate of sixty-three dollars nineteen cents (\$63.19) per hour. Services for City of Miami Lakes shall be at an additional Two Hundred Dollars (\$200.00) per month. The second year total contract value shall not exceed fifty two thousand, five hundred and seventy-three dollars (~~\$52,573.00.~~ \$54,973.00)

The total contract value for 2 years shall not exceed the sum of ~~one hundred and three thousand, one hundred and twenty-four dollars~~

~~(\$103,124.00.)~~ One Hundred Nine Thousand, Nine Hundred and Forty Six Dollars (\$109,946.00).

CONSULTANT will invoice City of Miami Gardens at the end of each calendar month. All payments shall be due within sixty (60) days of receipt of an invoice. In the event there is a dispute on an invoice, the City agrees to pay the undisputed sums within the thirty (30) day period.

2. Article 5 - Term shall be amended as follows:

This Agreement shall commence on ~~May 18, 2009~~ May 16, 2011, or upon the execution by both parties, whichever is sooner, and shall continue for a period of one year. Said Agreement shall be automatically renewable for an additional one (1) year period, subject to the City Council budgeting and appropriating funds for that purpose. The Term shall not start until all insurance required as stated herein has been obtained and approved copy provided to the City.

3. Article 7 Insurance shall be amended as follows:

CONSULTANT shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of Two Million (\$2,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

Such liability policy of insurance shall designate the CITY as an additional insured and CONSULTANT shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

The parties acknowledge and agree that since all services to be provided by CONSULTANT shall be provided remotely, from the state of ~~Virginia~~ New Jersey. CONSULTANT shall comply with the worker's compensation laws of the state of ~~Virginia~~ New Jersey.

4. The scope of services shall be amended to add the following:

AIP-US LLC will also support the monitoring of the Town of Miami Lakes network security environment. This includes providing normal network security monitoring, troubleshooting and issue resolution support.

5. **INCONSISTENCY.** In the event of an inconsistency or contradiction between the terms hereof and the terms of the Agreement, to which this Addendum is attached, the terms hereof shall control.

6. **CONFLICT:** In the event of any conflicts between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. **EFFECT OF ORIGINAL AGREEMENT.** All terms of the Agreement not affected by this Addendum shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**ATTEST:**

**CITY OF MIAMI GARDENS**

\_\_\_\_\_  
City Clerk  
Ronetta Taylor, MMC

\_\_\_\_\_  
Dr. Danny Crew, City Manager

Date: \_\_\_\_\_

**WITNESS:**

**AIP-US LLC**

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

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

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

Approved as to form and legal  
Sufficiency:

\_\_\_\_\_  
Sonja K. Dickens, City Attorney

**Staff Monthly Report  
March – April 2011**

**CITY MANAGER**

- Met with Architects and City Hall working group to review garage design and other design aspects of proposed city hall complex.
- Met in executive session on settlement of Lawsuit re: Community Center.
- Met with real estate broker concerning commercial property owned by the City.
- Held 9 employee meetings re budget actions for current year.
- Met individually with Council Members regarding various topics in including budget.
- Met with ATS regarding billing and costs on the City's red light cameras.
- Met for lunch with various Opa Locka officials and MOMG Staff.
- Met with City's consultant on preparation for a presentation to the City Council regarding City Hall progress.

**FINANCE DEPARTMENT (Patty Varney)**

Below is a list of tasks the department achieved from March 15 to April 14, 2011.

1. Finalized the Popular Annual Financial Report and submitted to the Government Finance Officers Association.
2. Review all proposals for GASB 45 actuarial service. Pending on Human Resources Department information of when next year premiums will be received before awarding the services.
3. The Department filed 13 grants reporting for a total amount of \$1,048,645.33 in grant reimbursements between public safety grants, CDBG and NSP grants during the past month.
4. Review FY 2012 budget documents submitted by departments.

At the end of March 2011, the year-to-date expenditures or revenues should reflect 50% of the budget. I reported last month that the red light camera fines did show improvement in January and February collection of close to \$300,000, however, in the month of March it was reduced to \$198,000. Also, the electric utility tax for the month of March has dropped by \$100,000 when compared to FY 2010 for the same period of time. Local option gas tax has also dropped in March which could be attributed to the higher gas costs. Staff is closely monitoring all revenue sources.

As of March, 2011, the City has total investments in the amount of \$11,769,316. Of this amount, \$8,974,181 is with Wachovia which is available cash to fund for the operating expenses earning 0.25%. The City holds a CD with the Bank of America in the amount of \$2.6 million earning 0.07%. This is a requirement from our bond requirement and that is the highest and safest rate of return the City can obtain. The City still has approximately \$59,351 in market value with the State Board of Administration and \$135,783 in tax certificates with Dade County.

**GENERAL FUND**

Revenues as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Property Tax</i>	<sup>1</sup>	23,089,178	18,608,133	80.59%	20,177,903	16,078,458	79.68%
<i>Utility Tax</i>	<sup>2</sup>	11,276,242	3,915,929	34.73%	10,667,000	3,791,267	35.54%
<i>Franchise Fees</i>	<sup>3</sup>	5,809,802	503,303	8.66%	5,520,000	425,075	7.70%
<i>Permits/License Tax/Other Fees</i>	<sup>4</sup>	1,925,000	1,366,735	71.00%	1,765,000	1,511,239	85.62%
<i>Intergovernmental Revenue</i>	<sup>5</sup>	11,716,230	3,816,568	32.58%	10,360,243	4,268,200	41.20%
<i>Charges for Services</i>	<sup>6</sup>	3,231,509	1,122,298	34.73%	4,886,052	3,036,469	62.15%
<i>Fines &amp; Forfeitures</i>	<sup>7</sup>	2,534,000	1,924,065	75.93%	7,518,024	1,273,156	16.93%
<i>Miscellaneous Revenues</i>	<sup>8</sup>	1,535,000	911,154	59.36%	1,687,500	539,244	31.96%
<i>Non-Operating Revenues</i>		20,296,253	793,273	3.91%	9,117,834	686,984	7.53%
<b>TOTAL</b>		<b>81,413,214</b>	<b>32,961,458</b>	<b>40.49%</b>	<b>71,699,556</b>	<b>31,610,092</b>	<b>44.09%</b>

- <sup>1</sup> Homeowners receive discounts if paid before April 1. Percentag received in FY 2011 is close to what was received in FY 2010 for the same period of time. The amount is lower is attributed to that the City levy lower than the rolled-back rate.
- <sup>2</sup> For the month of March, the electric utility tax is approximately \$100,000 less than last fiscal year for the same period of time. The telecommunication and gas utility tax are also lower when compared to last fiscal year.
- <sup>3</sup> Franchise fee for solid waste is less than last fiscal year for the same period of time.
- <sup>4</sup> Increase in Permits/License revenues when compared to FY 2010 is attributed to fee increase.
- <sup>5</sup> Increase in Intergovernmental Revenue is partly attributed to the COPS grant. This is a revenue netural as the City incurred the expenses to obtain the funding. Sales Tax revenue for FY 2011 is also higher than FY 2010
- <sup>6</sup> Jazz in the Gardens proceeds in FY 2010 was not received until April while in FY 2011 it was received in March.
- <sup>7</sup> Fines decrease is mainly attributed to the "Red Light Camera". For the month of January and February the City received an average of \$250,000, however, in March, the revenue dropped to \$192,000. Projecting a shortfall of 3 to 3.5 million dollars for year-end
- <sup>8</sup> Lower revenue than FY 2010 due to bus shelter advertising company went out of business and the City did not received any shared revenues.

**GENERAL FUND**

Expenditures as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	<sup>1</sup>	40,978,625	20,591,868	50.25%	42,750,117	20,103,518	47.03%
<i>Operating Expenses</i>		10,894,644	5,517,611	50.65%	12,741,772	6,015,531	47.21%
<i>Capital Outlay</i>		2,278,475	1,021,161	44.82%	871,073	565,131	64.88%
<i>Grants and Aids</i>		97,587	31,319	32.09%	88,399	3,711	4.20%
<i>Debt Service</i>					2,723	2,722	99.97%
<i>Other Uses</i>		17,949,497	8,748,889	48.74%	7,901,170	3,616,941	45.78%
<i>Emergency Reserve Build Up</i>		9,214,386	0	0.00%	7,344,302	0	0.00%
<b>TOTAL</b>		<b>81,413,214</b>	<b>35,910,848.77</b>	<b>44.11%</b>	<b>71,699,556</b>	<b>30,307,554</b>	<b>42.27%</b>

<sup>1</sup> There is exactly 14 remaining pay period for FY 2011. The percentage expensed should be 46.15%. However, we are at 47.03%. The reason is partly attributed to overtime and sign on bonus of the Police Department and for fiscal year 2011, there is 26 pay period plus one day. The City only budgeted for 26 pay periods.

**TRANSPORTATION FUND**

Revenues as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Local Option Gas Tax</i>	<sup>1</sup>	2,335,000	905,008	38.76%		2,276,966	953,588	41.88%
<i>Permits/License Tax/Other Fees</i>		95,000	31,996	33.68%		73,050	19,103	26.15%
<i>Intergovernmental Revenue</i>	<sup>2</sup>	985,000	377,125	38.29%		2,049,598	371,924	18.15%
<i>Charges for Services</i>		5,200	1,346	25.89%		2,500	2,077	83.07%
<i>Miscellaneous Revenues</i>		29,969	4,771	15.92%		27,729	12,567	45.32%
<i>Non-Operating Revenues</i>		986,166	277,167	28.11%		197,142	97,259	49.33%
<b>TOTAL</b>		<b>4,436,335</b>	<b>1,597,413</b>	<b>36.01%</b>		<b>4,626,985</b>	<b>1,456,517</b>	<b>31.48%</b>

<sup>1</sup> Local Option Gas Tax distribution is lagging by one month. The revenue for the first 4 months was averaging \$197,000 per month. However, for the month of March, the amount received is \$33,020 less than the average which could be resulted from higher gas price as gas tax is levied on per gallon basis.

<sup>2</sup> Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions.

**TRANSPORTATION FUND**

Expenditures as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	<sup>1</sup>	\$2,029,209	\$946,677	46.65%		2,046,354	910,788	44.51%
<i>Operating Expenses</i>		\$571,328	\$367,679	64.36%		538,981	216,314	40.13%
<i>Capital Outlay</i>		\$107,585	\$13,745	12.78%		1,042,029	14,944	1.43%
<i>Other Uses</i>		\$1,728,213	\$719,282	41.62%		999,621	453,311	45.35%
<b>TOTAL</b>		<b>\$4,436,335</b>	<b>2,047,382.25</b>	<b>46.15%</b>		<b>4,626,985</b>	<b>1,595,356</b>	<b>34.48%</b>

<sup>1</sup> Lower percentage is attributed to vacant positions

**DEVELOPMENT SERVICES FUND**

Expenditures as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	<sup>1</sup>	2,568,063	1,099,701	42.82%		2,211,745	987,734	44.66%
<i>Operating Expenses</i>	<sup>2</sup>	217,997	63,839	29.28%		173,520	54,757	31.56%
<i>Capital Outlay</i>		14,566	1,478	10.15%		0	0	0.00%
<i>Other Uses</i>		1,447,685	556,827	38.46%		678,615	314,138	46.29%
<b>TOTAL</b>		<b>4,248,311</b>	<b>1,721,845</b>	<b>40.53%</b>		<b>3,063,880</b>	<b>1,356,629</b>	<b>44.28%</b>

<sup>1</sup> Lower percentage is attributed to vacant positions

**DEVELOPMENT SERVICES FUND**

Revenues as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	<sup>1</sup>	2,424,000	1,818,644	75.03%		3,052,680	1,026,389	33.62%
<i>Charges for Services</i>	<sup>2</sup>	0	959	0.00%		7,000	54,390	777.00%
<i>Miscellaneous Revenues</i>		11,100	6,948	62.59%		1,300	0	0.00%
<i>Non-Operating Revenues</i>		1,813,211	856,281	47.22%		2,900	0	0.00%
<b>TOTAL</b>		<b>4,248,311</b>	<b>2,682,832</b>	<b>63.15%</b>		<b>3,063,880</b>	<b>1,080,779</b>	<b>35.27%</b>

<sup>1</sup> Less permit activities as compared to FY 2010

<sup>2</sup> Technology surcharge received in FY 2011 is combined with Permits revenue in FY 2010.

**STORMWATER FUND**

Revenues as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	<sup>1</sup>	40,000	35,060	87.65%		60,000	13,085	21.81%
<i>Grant</i>		163,275	0	0.00%		437,073	0	0.00%
<i>Charges for Services</i>	<sup>2</sup>	3,395,000	971,020	28.60%		3,395,000	806,871	23.77%
<i>Miscellaneous Revenues</i>	<sup>3</sup>	150,933	111,401	73.81%		45,000	0	0.00%
<i>Non-Operating Revenues</i>		1,323,041	0	0.00%		1,138,540	0	0.00%
<b>TOTAL</b>		<b>5,072,249</b>	<b>1,117,481</b>	<b>22.03%</b>		<b>5,075,613</b>	<b>819,956</b>	<b>16.15%</b>

<sup>1</sup> Less permitting activities

<sup>2</sup> Lagging of one month revenues from the City of North Miami Beach

<sup>3</sup> Revenues in the category for FY 2010 is attributed to the load proceeds for the purchase of the front end loader and donations received for the installation of the fountains.

**STORMWATER FUND**

Expenditures as of March 31, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	<sup>1</sup>	791,945	383,521	48.43%		968,053	418,250	43.21%
<i>Operating Expenses</i>		937,376	97,600	10.41%		1,174,696	345,949	29.45%
<i>Capital Outlay</i>		649,263	146,024	22.49%		1,916,960	158,615	8.27%
<i>Debt Service</i>		665,889	125,179	0.00%		706,843	124,993	0.00%
<i>Other Uses</i>		2,027,776	327,056	16.13%		309,061	154,531	50.00%
<b>TOTAL</b>		<b>5,072,249</b>	<b>1,079,379</b>	<b>21.28%</b>		<b>5,075,613</b>	<b>1,202,339</b>	<b>23.69%</b>

<sup>1</sup> Lower salary is attributed to vacant positions

**CAPITAL PROJECTS FUND**

Expenditures as of March 31, 2011

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Expenses</i>	<i>% of Budget</i>	<i>FY 2011 Budget</i>	<i>FY 2011 YTD Expenses</i>	<i>% of Budget</i>
<i>Personnel Expenses</i>	449,783	214,357	47.66%	483,813	222,158	45.92%
<i>Operating Expenses</i>	267,865	57,675	21.53%	51,020	17,319	33.95%
<i>Capital Outlay</i>	24,393,491	4,221,277	17.30%	64,602,277	4,059,541	0.00%
<i>Other Uses</i>	194,463	93,814	48.24%	713,948	354,599	49.67%
<b>TOTAL</b>	<b>25,305,602</b>	<b>4,587,123</b>	<b>18.13%</b>	<b>65,851,058</b>	<b>4,653,617</b>	<b>7.07%</b>

**HUMAN RESOURCES (Taren Kinglee)**

- Coordinated series of free workshops sponsored by the Florida Retirement System (FRS) to assist employees with debt management, financial, retirement, and estate planning.
- Reconciled Miami-Dade County property appraiser website information with insurance policy property schedule.
- Accident Review Committee held several review meetings.
- Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.
- Responded to several public records request.
- Review of departments Standard Operating Procedures.
- Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics FY-11	Oct-Nov	Nov-Dec	Dec-Jan	Jan-Feb	Feb-Mar	Mar-Apr
Applications/ resumes received	240	157	152	92	183	146
Positions Advertised	6	2	4	3	4	2
Interviews Conducted	18	44	9	39	15	42
Pre-employ Physicals	15	5	4	1	3	22
Background/ Reference Checks	18	3	3	14	9	3
New Hires	8	5	3	4	1	3
Workers Comp Claims	22	26	19	15	8	29
Exit Interviews	2	2	1	0	0	1
Promotions	0	0	0	4	1	1

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

**MAJOR INITIATIVES MANAGED**

**Red Light Camera Program Transition**

- working with ATS to reduce the monthly fee for each camera location
- worked with ATS to provide data for legislative session

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

- Conducted one Board Meeting
- Worked with consultant to finalize fiscal agent agreement
- Worked with consultant to finalize Government and financial management policies

**Capital Projects**

- Worked with Departments to obtain final signoff of space planning details
- Worked with Team to implement cost reduction strategies
- Worked with staff re: GOB project funding

**Building and Code Compliance**

- Drafted ordinance for Foreclosed and abandoned property registry program
- Worked with staff to implement fees for program
- Worked with staff and to research third party vendors for the Property registry program
- Drafted resolution setting fees for Special Event Permit
- Drafted resolution setting towing fees

**Police Department**

- Drafted Ordinance for False Alarm registration program
- Worked with staff to research third party vendor to provide services

**Miscellaneous**

- Worked on UNIFI documents for the addition of another 457 in the City
- Organized midyear budget meetings with staff

**LEGISLATION PREPARED (NON LEGAL)**

- Special Event Fees Resolution
- UASI Extension Resolution
- Towing Fee Resolution

**EXTERNAL MEETINGS**

- TRIP Day of Service Representatives

- YMCA Representatives
- St. Thomas Representatives
- Federal Property Registry Representatives
- Cry Wolf Representatives
- Sola Bella Representatives

**POLICE DEPARTMENT (Matt Boyd, Chief)**

**Police Department Staff**

TOTAL BUDGETED POSITIONS: 258  
TOTAL HIRED TO DATE: 250

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

**The monthly activity for the Operations Division for the month of March 2011 is as follows:**

**ARRESTS:**

- FELONY 69
- MISDEMEANOR 220
- TRAFFIC 372
- DUI 0
- WARRANT 55

**TOTAL ARREST 716**

**CITATIONS:**

- MOVING 689
- NON-MOVING 1006
- PARKING 248

**TOTAL 1943**

**FIELD INTERVIEW CARDS 1503**

**TOTAL CALLS RESPONDED TO 6914**

**REPORTS WRITTEN 1799**

**TRAFFIC CRASHES 263**

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

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

<u>281</u>	- Property Receipts Processed
<u>07</u>	- Property Receipts Rejected
<u>17</u>	- Property Released
<u>30</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>05</u>	- Lab Runs to MDPD
<u>\$10,329</u>	- Cash Impounded
<u>18</u>	- Firearms Impounded *not counting CSI direct delivered to lab.

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

Reports Processed 2,086 / Walkup Requests at Window 985 / Mail Logged In 462 / Fingerprints 24 / Background Checks 73 / Amount Collected At the Window \$83,377.00.

**Number of calls received by dispatch:**

CAD Calls = 10,384 / Phone Calls = 12,410/ FCIC Entries = 218/

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

**Court Liaison and Off-Duty**

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

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

**Arrests – Total: 327**

Felonies –	106
Misdemeanor –	192
Truants Returned-	0
U.S. Currency Seized –	\$3,026.00
Vehicles Recovered –	23
Vehicles Recovered Value-	\$318,000.00
Vehicles Processed-	05
Property Recovered Value-	\$4,500.00
Firearms Seized –	07
Search Warrants	04

**Total Cases Assigned 338    Closed 174    Rate 51.48%**

**Scenes Processed by Crime Scene Investigations Unit - 102**

**Capital Improvement Projects (Brandon DeCaro)**

**Administration Items:**

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent by the City Manager. County requested additional information and a revised letters have been issued. City staff issued another letter directing the County regarding requested value for each of the new GOB Contracts. City & County staff met on 9/15/10 to resolve issues for the new contracts. **The GOB contract exhibit for the next phase for the Betty T. Ferguson Center was filled out and returned to the County on 3/25/11. The new contract for the B.T.F. Center and for the other selected parks projects are still pending.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. County distributed proposed contract to City with some unacceptable terms. Meeting with Commissioner Jordan was held on 5/25/10 to resolve contract issues. New GOB contract was approved by the City Council during the June 23<sup>rd</sup> meeting. The new GOB contract has been executed by the City and County. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August, 2010. The 2<sup>nd</sup> reimbursement package was delivered to County staff on 10/05/10. The City has received the payment for the 2<sup>nd</sup> reimbursement package. **The third FF&E reimbursement package is being prepared.**

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

- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted by County on 11/30/09. An agenda item was approved by the City Council at the meeting on 01/13/10.
- Item was approved by the City Council during the 01/13/10 Council Meeting. Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.
- Kick-off meeting with Miami-Dade County AIPP staff for AIPP implementation at Betty T. Ferguson Community Center took place on 05/27/10. Site visit with artists conducted on 7/07/10.
- AIPP applications for Miami Gardens Community Center Phase I were submitted to Miami-Dade County on 7/23/10. City Staff attended the initial PAC meeting on 09/17/10, where five artists were shortlisted to develop proposals for the Public Art. The Artists' Project Orientation Meeting took place at the site on 09/28/10. The second PAC meeting took place on 11/18/10, where a final artist was selected to be presented before Council for approval. Resolution #2011-13-1406 was passed during the 01/26/11 Council Meeting. The AIPP Professional Artist Services Agreement was executed on 03/14/11. **Notice to Proceed for A/E Services was issued to Artist. Submittal of Final Design is scheduled for 04/22/11.**
- Discussions with the Department of Parks and Recreation have taken place pertaining to Public Art to be implemented at Miami Gardens Community Center Phase II – Amphitheatre, and Miami Carol City Park Recreation Building. It is preferred that a mosaic is implemented on the face of the stage platform at the Amphitheatre, and a mural be implemented in the breezeway of the Miami Carol City Park Recreation Building.
- The AIPP budget for the Amphitheatre is \$15,000.00. The AIPP budget for the Miami Carol City Park Recreation Building is \$15,058.85. The schedules and Call-to-Artist's for these particular projects have been finalized. The dates for the extension of the Call to Artists for both projects are currently under discussion.
- The proposed AIPP Ordinance was adopted during the City Council Meeting on 09/08/10.
- While the review of an Art in Public Places Advisory Committee is a requirement of the proposed AIPP Ordinance, due to time constraints and the inability to form said committee within the necessary time frame a resolution was passed during the 09/22/10 Council Meeting allowing the waiver of said review of AIPP to be implemented at Miami Gardens Community Center Phase II – Amphitheatre and Miami Carol City Park Recreation Building.
- The Licensing Agreement for the CAFÉ System for the extension of "Calls for Artists" was executed on 03/14/11. **CAFÉ System was set-up for "Calls" for three projects on 03/29/11.**
- The Miami Carol City Park Recreation Building AIPP mural project is now started. **The "Call for Artists" was extended on 04/01/11 via CAFÉ System online and the Miami Herald. The deadline for Artist to submit applications is 04/30/11.**
- The Betty T. Ferguson Recreational Complex Phase II – Amphitheatre AIPP mosaic project is now moving forward. **The "Call for Artists" was extended on 04/01/11 via CAFÉ System online and the Miami Herald. The deadline for Artist to submit applications is 04/30/11.**

**CAPITAL IMPROVEMENT PROJECTS:**

**New City Hall & PD Building: Design Phase 35% – Brandan DeCaro**

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the New City Hall, Police Department Building and Parking Garage.
- All staff comments received & incorporated into building program. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The building programs were review, & revised with the City Manager, Deputy & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- City Council approved preparation of RFP for construction of City Hall and development of City Center during 4/28/10 meeting.
- Staff working on the assemblage of documentation to establish a desk top draft of the RFP based on discussions with City Staff.
- The final Criteria Documents were assembled. Several City Departments were consulted to provide standards criteria into the document.
- The Criteria for the RFP was completed by J. Allen and delivered to the City Manager on 6/18/10. There was one response for the RFP which is being reviewed by the City Manager.
- The A/E Professional Services proposal was approved during the 7/28/10 Council Meeting.
- City Staff met all day with the A/E firm, URS Corporation from 8/15/10 to 8/18/10 to validate the preliminary Program & special requirements for the City Hall, PD Building & Garage.
- City staff had several meetings with the A/E on 9/13/10 & 9/14/10 to develop parking needs & special relationships for the New City Hall & PD Building.
- URS completed the survey for the existing furniture at City Hall & the PD Building.
- The City Council approved the developer's proposal during the Council Meeting on 12/01/10. The Developers pre-construction services contract was signed December 2010.
- The Architect's preliminary Schematic Design is being revised to include City staff comments and cost reduction ideas. The Schematic Design drawings, that were due on 2/04/11, were submitted late by the A/E and rejected by City staff.
- The Schematic Design was resubmitted on 2/25/11 and reviewed by all City Department Directors. Comments were distributed to the A/E to make revisions to all floor plans.

- **The Schematic Design was conditionally approved by the City on 3/25/11.**
- **The Design Team has started to work on the Design Development drawings. The DD's are scheduled to be submitted to the City on 4/22/11.**
- The preliminary Construction Estimate has been performed by the Development Team. The estimate revealed that the preliminary schematic design was over budget.
- **The development Team performed the final Schematic Design estimate based on the 2/25/11 submittal from the A/E. The estimated cost for the facility is just over \$40,000,000 which is more than \$2,000,000 less than the previous estimate.**

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

- The Building Department has not issued the Final Certificate of Occupancy (CO) for all of the work under Miami Skylines Contract. Miami Skylines was advised during the meeting of 11/9/10 to re-initiate the process so that the CMG Building Department can begin to process the CO.
- **Plumbing and Electrical “As Built” drawings are pending the completion by the Architect of Record, BEA Architects. The final CO is pending the “As Built” drawings.**
- Miami Skyline Construction met with staff on 11/09/10 and discussed the final close out and settlement of the project costs and issues. Staff is awaiting Miami Skyline's response to the staff proposed settlement offer. Staff made contact and will meet with the principals to finalize issues related to closure. **Staff is prepared to formally offer to Miami Skyline a resolution in the City's favor to close the project. The GC's response to the City has been seriously delayed. A follow up notice was sent to the GC on 4/14/11.**

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

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.
- Purchase Order was issued and the sampling conducted the week of 4/15/10.

- On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.
- The Environmental Assessment Report Addendum was prepared for the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10.
- The City received the DERM response for the recent submittal related to the environmental testing conducted in May, 2010. DERM has requested more additional testing of the soil & ground water. The additional testing was completed the week of 8/30/10.
- Supplemental additional testing and sampling was required by DERM and was completed during the week of 8/30/10. The final results have been completed and the report was submitted to DERM on 10/14/10. DERM provided a response for the last submittal on 12/10/10.
- Meeting with DERM was held on 1/26/11 to address issues with the mitigation requirements for ground water contamination & Pesticide contamination source removal.
- The result of the meeting was that DERM identified that the letter was inaccurately stated and a new letter will be furnished to clarify the DERM requirements. The City was granted a time extension to provide a response along with a proposed action plan for the mitigation design and source removal operations.
- Several additional test samplings were discussed and will be clarified in the revised letter from DERM. The request will be for the City's consultant to establish the outer limits of the potential migration of the contamination plume.
- **DERMS most recent response to the City has additional tests requested. Staff will recommend to management the best course of action to take in responding to DERM's recent review.**
- **A meeting has been scheduled with DERM for 5/06/11 to discuss the additional testing that was requested by DERM to minimize the requirements.**
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. **The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**

**Miami Gardens Community Center (MGCC): Warranty Period ended January 22, 2011 – J. Allen**

- The Building Department issued the Temporary Certificate of Occupancy (TCO) on 8/02/10. TCO extension request is required to further deal with Miami Dade County and FPL issues that are delaying completion of the review of all documents needed to be presented to the Plat Committee prior to Recordation. Additional documentation will be required that were not clarified in prior communications with Miami Dade County.
- The Final CO will be issued once Miami-Dade County records the final Plat for the property.
- Final Plat documents were submitted to Miami Dade County on 9/16/10 with amendments on 10/16/10. Recent items identified by the County are currently

being addressed to finalize the Plat package. **The anticipated date for the Plat recordation will be June 2011. All supplemental documentation have been submitted and a Warranty Deed is required to be executed by the City to Deed the parcel of land that Pump Station # 33 at the south side of the site sits on to MDWASD. Final documents were submitted 4/11/11 to the traffic engineering section and are undergoing a final review for acceptance confirmation of conformance.**

- Staff has completed the one-year warranty inspection to identify any remaining warranty issues. Staff and the A/E are also inspecting the roof for any defects. Staff transmitted the Warranty Check List for the facility to the contractor on 1/24/11.
- Warranty related issues are being addressed regarding paint failure in the facility and various item identified in the 1/24/11 check list. **Work was started on 4/5/11 to remove the failed paint materials for the Natatorium ceiling. The reapplication of new paint started on 4/15/11. The work is scheduled to take approximately four weeks and be completed by 5/01/11.**
- **A final roof report is being reviewed for determination and recommendation of further action against the Contractor and the Manufacturer for defects in the installation.**
- Bleachers and Press Box Contractor received the "Notice to Proceed" on 10/26/09.
- Building Permit was issued on 5/24/10.
- The bleacher contractor has completed all of the Punch List items.
- The Bleacher contractor requested a Time Extension Change Order, which was approved by Council during the 10/13/10 City Council Meeting. The contractor did not achieve Substantial Completion as scheduled on 9/13/10.
- The Bleacher project was determined substantially complete on 9/29/10. The manufacturer & the contractor agreed to replace all of the plastic seat covers with a thicker material since this installation is problematic.
- The Bleacher replacement seat covers were installed by the Contractor during the week of 1/21/11 and the City has accepted the installation.
- The Press Box & Lift final structural inspection was completed 12/7/10.
- The final electrical inspection occurred 12/7/10.
- The final Fire Department inspection was approved 12/9/10.
- CO for the bleacher Installation Occurred 12/21/10.
- **The Bleacher project is in the close-out phase. Currently addressing final payments and possible Liquidated Damages.**
- Bids for installing metal security fencing and grilles for the facility were advertised in January.
- No Bids were received for the metal work. **Staff is currently pursuing a re-bid opportunity.**
- **A bid package for HVAC upgrades has been prepared for securing proposals for various systems upgrades for the equipment at the facility.**
- **A bid package for Acoustical wall treatments is being prepared for the installation of acoustic panels in the Gymnasium and the Auditorium.**
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. The contract with the County GOB

Office for the FF&E funding was executed by the City and the County in July 2010. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August 2010. The 2<sup>nd</sup> reimbursement package was delivered to the County staff on 10/05/10 and the City has received the payment. **The third FF&E reimbursement package is being prepared.**

**Miami Gardens Community Center Amphitheatre: Construction 68% – Jimmie Allen**

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10. The A/E 100% Construction Document submittal was made 5/7/10.
- The Construction Doc's were submitted to County agencies for review on 5/10/10. The Construction Doc's were submitted to the Miami Gardens Building Department on 5/12/10.
- Miami Dade County Fire Department approval 7/15/10.
- CMG Building Department approval was received on 8/12/10.
- The bid advertisement was distributed 6/22/10. Eight bids were received & opened on 8/06/10.
- The staff recommendation was approved during the 9/08/10 City Council Meeting.
- The preconstruction meeting was conducted on 9/14/10. The "Notice to Proceed" was issued to the contractor on 9/27/10.
- Site work commenced on 9/28/10. Fill was imported and the establishment of the work platform was stabilized and configured.
- The building footers were completed and poured 11/11/10.
- Plumbing underground was completed 12/19/10.
- CMU walls installed and tie beams and main beams were completed on 12/17/10.
- Site Sidewalks were partially installed on 1/12/11.
- Roof framing was installed along with the steel decking. **The wood deck and final roofing surface has been installed.**
- **Electrical systems are being installed but not completed to a level to request permanent power for testing.**
- **HVAC systems are approximately 85% complete.**
- **Plumbing Systems are approximately 85% complete.**
- **The interior finishes are behind schedule to achieve the contractor's proposed substantial completion date.**
- **Final grading started on 2/4/2011 and is currently being completed along with the final lift of the retaining wall at the berm.**
- **Various sections of the exterior sidewalk are being completed.**
- **Remedial work has occurred to correct various installed components of the facility not conforming to the construction documents.**

- Stone seating area is being installed along with lighting, the containment walls and drainage. The work is nearing completion.
- Project was not substantially completed on 3/12/11 as required by the contract. The Contractor is currently incurring liquidated damages for delay for the project. The Contractor's progress has impacted the substantial completion date by an estimated 47 days to 4/29/11. Presently achieving substantial completion on 4.29.11 is doubtful.
- The weekly construction progress meetings will begin to track and manage the project progress to meet the City's Completion schedule.

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

- Staff has developed the budget and schedule for all of the remaining components for the Betty T. Ferguson Recreation Center.
- The components that are being proposed for the Phase III scope include a natural turf football field with sports lighting, completion of the site landscaping & irrigation system, completion of the site sidewalks to become a Vita Course with 8 exercise stations, playground with shade structure, perimeter fence & gates and additional parking.
- **The GOB contract exhibit was filled out and returned to the County on 3/25/11. The City is awaiting the GOB Contracts so that the project will be fully funded.**

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

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- Purchase of additional land for the new main entrance from Miami Gardens Drive is in progress. **The closing date for the property did not occur as anticipated 4/13/11.**

- **City staff has requested the remaining GOB contracts so that the project will be funded.**

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

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

**North Dade Optimist Park: Design 100% completed, Bid Phase 95% – Anthony Smith**

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

- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.
- The A/E submitted final additional services proposal to revise the construction documents to include security system, fire alarm and phasing of construction on 6/30/10.
- The new ordinance letter, for water connection, was approved by Miami-Dade WASD on 6/29/10. (The original letter expired on 5/7/10.)
- Revised plans, with Fire Alarm and Security System, submitted to Miami-Dade Fire Dept. for concurrent review on 7/28/10. Miami-Dade Fire approved the revised plans on 8/9/10.
- The project was advertised for bids on 9/20/10.
- The bid opening was held on 11/03/10.
- **The city's recommendation of award for the low bid contractor is anticipated to be presented during one of the City Council meeting in early 2011.**
- **Once the bid has been approved by the City Council the construction can begin.**
- **The contractor has agreed to hold his bid price until 4/30/11 while the City awaits the GOB contract from the County for the project.**
- **The issuance of the General Obligations Bond (GOB) was approved by the Board of County Commissioners on 3/1/11. The City is awaiting the GOB contract from Miami-Dade County.**

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

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

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

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August 2009.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.
- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.

- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.
- The installation of the domestic plumbing & pool piping is completed.
- The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.
- The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10.
- Revised drawings for the new main drain were approval by the MG Building Dept. on 4/27/10.
- City staff will look at potential areas of concern for electrical deficiencies in the Pool House that will prevent occupancy of the facility. This work shall be done under a separate contract in order for the MG Building Department to finalize all associated permits and issue a Certificate of Completion for the piping replacement, (See Norwood Poolhouse Electrical Modification project).
- The change order for the new work for the main drain was approved by City Council at the Meeting on 6/09/10.
- City staff performed inspections of the construction for the new main drain to determine if project has achieved substantial completion. The project was declared substantially complete on 7/1/10.
- The painting of the new concrete at the bottom of the pool was completed on 8/1/10. The sandblasting & painting of the remaining sections of the pool was completed on 10/1/10.
- The Department of Health approved the final inspection and issued authorization to operate the facility as a public pool on 8/5/10.
- The CMG Building Department approved the final inspection on 8/12/10.
- All domestic and pool piping replacement work is complete.
- The preparatory work and application of the finish product for the concrete decking around the pool commenced on 9/27/10 and was completed on 10/8/10.
- **The reimbursement from the Grant Agency (SNP) is pending.**

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

- Negotiated scope & fee with URS for electrical modifications required by CMG Building Dept.
- Construction Documents started 7/05/10 and completed 7/16/10.
- Construction Documents submitted to CMG Building Department for dry-run review 7/19/10.
- Construction Doc's submitted to DERM & Miami-Dade Fire Department for concurrent review 7/21/10. Construction Doc's were approved by DERM & Miami-Dade Fire on 7/27/10.
- Construction Doc's were approved by CMG Building Department on 8/05/10.
- The project was advertised for bids on 9/2/10.

- The Pre-bid site visit was held on 9/20/10. The bids were opened on 9/30/10 with two contractors cost proposals under the project budget.
- The Preconstruction Meeting was held on 10/21/10.
- The contractor commenced the work for the electrical modifications on 11/8/10.
- The work was substantially completed on 11/23/10. The final inspection was approved by the CMG Building Department on 12/3/10.
- **A certificate of completion was issued from the MG Building Department on 3/1/11.**
- **The City has made the final payment to the contractor. The reimbursement from the SNP Grant Agency is pending.**

**Miami Carol City Park: Close-out 100% completed, Warranty Period – Anthony Smith**

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

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

- Shell of the Recreation Building was completed March, 2010.
- The installation of the conduit for the security systems is complete.
- The connection to the FPL transformer has been installed. FPL installed the electric meter & the power was turned on 10/14/10.
- The contractor was granted a 5 calendar day time extension due to construction issues beyond their control.
- The project achieved Substantial Completion on 10/21/10.
- Security Guard Service to monitor the Building at night commenced on 10/26/10. Security Guard Services ended on 12/26/10.
- The final punch list was issued to the contractor 11/2/10.
- The contractor completed the punch list & requested Final Inspection on 11/23/10. Final Inspection was performed & approved by A/E and city staff on 11/30/10.
- The A/E and City staff reviewed all close-out and warranty documents. The contractor has submitted all outstanding close-out and warranty documents to the

City. The final release of retainage for the contractor is being processed by the City.

- Kick-off meeting was held with communications vendor for the installation of the security systems for the intrusion/burglar alarm and security cameras was held on 11/19/10.
- The security system for the intrusion alarm & security cameras was completed on 12/22/10. The intrusion alarm communications between the Recreation Building and the Police Department has been completed.
- The Network connectivity at the Recreation Building was completed on 1/7/11. The Police Department began monitoring camera activity at the Recreation Building on 1/12/11.
- The ribbon cutting ceremony was held on 1/17/11 and City staff has moved into the building.
- **The first reimbursement package was submitted to the County in February 2011 and the payment from the Grant Agency is pending.**

**A.J. King Park Playground Replacement: Close Out 100% completed – Anthony Smith**

- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.
- SNP Grant Contract for matching funds was approved by City Council during 5/12/10 Meeting.
- Project planning & scheduled has been coordinated with Parks Department. Cost proposal was presented to City Council for approval during the 6/23/10 meeting.
- City staff conducted the kick-off meeting with the contractor on 7/19/10.
- The contractor submitted the application for the CMG building permit on 7/19/10.
- Contractor started the demolition of the old playground and site preparation on 8/16/10.
- The playground replacement was completed on 10/4/10.
- The ribbon cutting ceremony was held on 10/15/10.
- The City has made the final payment to the contractor. The reimbursement package was submitted to the County in December 2010. **The payment has been received from the County.**

**Brentwood Park Sports Lighting Football Field: Construction Phase 90% - Jimmie Allen**

- CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.
- CIP staff has developed Master Site Plan to coordinate location of football field, new light poles, future basketball courts and all future components for the Park. Master Site Plan was completed on 5/01/10.
- Musco Lighting has developed design for sports fixtures. Musco provided cost proposal for fabrication of fixtures and electrical design on 5/28/10.

- The Musco cost proposal for the electrical design drawings & the fabrication of the fixtures was presented but not approved by the City Council during the 10/13/10 Council Meeting.
- The Agenda item for the Musco proposal has been revised and it was approved by the City Council during the 10/27/10 meeting.
- The project will be funded by a Community Development Block Grant (CDBG).
- The Lighting Package was received from MUSCO on 11/16/10 for Owner review.
- Owner reviewed completed and approved on 11/16/10.
- Engineering Drawings submitted to CMG Building Department for permit on 12/3/10.
- Engineering Drawings approved by the Building Department on 12/14/10.
- The bid package for the Sports lighting installation was advertised in January 2011.
- Bids were received on 2/17/11 with the lowest responsive responsible bidder selected.
- The manufacturer was released to fabricate the sports lighting equipment on 1/28/11.
- The equipment is scheduled to arrive in Miami on 3/21/11.
- City Staff conducted a Preconstruction Meeting on 3/10/11 with ECS Contracting and the Purchase Order for the work has been issued.
- Construction start is planned for 3/21/11.
- **Construction Began on 3/21/11. The underground feeder conduit and light pole footing bases have been installed. All of the fixtures are in the process of being installed.**
- **The wiring is scheduled to be completed during the week of 4/18/11.**
- **The project is currently ahead of schedule for a 5/25/11 projected completion.**

**Brentwood Park Sports Landscape Irrigation Master Plan: Design Phase 100%-  
Jimmie Allen**

- Planning for site irrigation of the football play field has progressed.
- The Landscape Architectural consultant proposal for irrigation system design has been approved by staff. The staff initiated the Purchase Order for the irrigation design work.
- The Landscape Architectural consultant has completed the design. The design was reviewed and approved by staff.
- **The Parks Department Staff was not permitted by the Building Department to provide the installation.**
- **The Landscape Architect has provided revised documents to secure bids for the installation. A bid invitation was advertised for the installation of the system and a new well from certified contractors.**

**Brentwood Park Playground Shade Structure: Construction Phase 100% -  
Jimmie Allen**

- Shade structure for the recently installed playground is being planned for installation during 2011.
- The preparation of the plans for the Shade Structure is underway by the vendor.

- Staff received the plans and permit applications for review and submittal to the CMG Building Department.
- Contractor was required to make modifications prior to submission of plans for permit.
- The contractor's submittal for permits is scheduled for 3/14/11.
- **During the week of 4/1/11 thru 4/8/11, the structure was installed and inspected.**
- **The project is in the Closeout Phase.**

## **New Senior Center: Planning Phase 90% - Anthony Smith**

- The planning for the renovation of the main building at the Archdiocese site started during in January 2011.
- The Kick-off meeting with A/E was held on 1/19/11.
- Staff requested three proposals for the 40 Year Recertification, Asbestos Survey, and ADA Survey from the A/E. The A/E will also analyze the existing roofing, plumbing and mechanical systems and develop a Master Plan for the facility.
- The A/E submitted the draft proposals on 1/26/11. The final proposals were submitted on 1/28/11. The Purchase Orders for the 3 reports were approved and issued on 1/9/11.
- Work for the 40 Year Recertification, Asbestos Survey & ADA Survey commenced on 2/10/11.
- The A/E performed four site inspections for the various reports the week of 2/14/11.
- The A/E submitted separate draft reports for the 40 year Certification, ADA Survey, Asbestos Survey and Roofing Mechanical on 3/2/11. The Plumbing component was submitted on 3/7/11.
- **A meeting was conducted with the A/E and city staff to review the draft reports on 3/14/11. The 40 Year Report was finalized and submitted to the MG Building Department.**
- **The Building Department conducted inspections of the building during the week of 4/04/11.**
- **The A/E submitted a proposal to prepare the construction documents to address all of the problems identified by the 40 Year Report and the Building Department. Staff will be negotiating with the A/E for this work.**

## **SCHOOL CROSSING GUARDS (Cherise Asberry)**

### **Tasks Completed:**

- Attended 2011 LifeSavers Conference
- Superintendent Obtained 6 CEU's for Child Passenger Safety

### **Meetings Attended:**

- Director's Mtg.-
- Department Mtg. w/ Renee Crichton-
- SCG Employee Staff Mtg –April 15, 2011

- Agenda Review/ Staff Meeting- April 7, 2011
- CTST Meeting- April 4, 2011
- CM Midyear Budget Discussion- April 5, 2011

**Meetings Scheduled:**

- CTST – April 4<sup>th</sup>

**Misc:**

- **Miami Gardens Safety Identification Program (MGSIP)-** The team participated in the Wachovia Bank “Kids Day”Event on April 9, 2011. Parents and Caregivers were given educational material on Missing Persons and keeping their child safe. **A total of 26 Child ID’s were processed.**

**Employee Incident Reports:**

- **Total:**

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

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

<b>REVENUES:</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Building Permits</b>	\$215,157.06	\$88,818.11	\$154,384.67	\$119,934.18	\$134,808.40
<b>Certificates of Occupancy (CO)</b>	\$3,132.54	\$2,282.04	\$1,145.30	\$1,458.50	\$3,375.00
<b>40 Year Recertification</b>	\$0.00	\$0.00	\$0.00	\$315.00	\$0.00
<b>Overtime Inspection Fees</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Unsafe Structures</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,102.56</u>
<b>TOTAL:</b>	<b>\$218,289.60</b>	<b>\$91,100.15</b>	<b>\$155,529.97</b>	<b>\$121,707.68</b>	<b>\$139,285.96</b>

<b>EXPENDITURES:</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Salaries &amp; Wages</b>	\$145,278.59	\$91,632.42	\$90,325.21	\$90,310.26	\$91,685.27
<b>Personnel Benefits</b>	\$43,383.39	\$24,446.79	\$34,315.55	\$29,130.48	\$29,392.22
<b>Contract Services</b>	\$3,376.25	\$1,862.60	\$400.00	\$40.00	\$116.15
<i>(Professional Services)</i>					
<b>Operating Expenditures/Expenses</b>	\$3,097.75	\$274.18	\$18.58	\$1,098.85	\$901.95
<i>(Travel &amp; Per Diem; Postage &amp; Freight; Utilities; Rentals &amp; Leases, etc.)</i>					
<b>Operating Expenditures/Expenses</b>	\$4,365.06	\$2,482.49	\$275.00	\$3,198.41	\$1,827.74
<i>(Supplies; Other Operating Expenses; Uniforms; Books; Education &amp; Training, etc.)</i>					
<b>Capital Outlay</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Internal City Expenditures</b>	\$40,049.50	\$40,049.50	\$40,049.50	\$40,049.50	\$40,049.50

Unsafe Structures Expenditures	<u>\$0.00</u>	<u>\$1,798.06</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$239,550.54</b>	<b>\$162,546.04</b>	<b>\$165,383.84</b>	<b>\$163,827.50</b>	<b>\$163,972.83</b>

<b>Permit Applications Submitted:</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Building</b>	128	134	153	186	210
<b>Certificates of Occupancy</b>	14	15	5	9	19
<b>Demolition</b>	4	6	2	3	14
<b>Electrical</b>	73	62	74	79	142
<b>MDC Permit Closure</b>	16	7	11	10	23
<b>Mechanical</b>	55	31	33	32	59
<b>Miscellaneous</b>	45	43	58	35	34
<b>Plumbing</b>	49	41	63	36	67
<b>Public Works</b>	19	12	17	11	10
<b>Recertification</b>	0	0	0	4	7
<b>Zoning</b>	<u>36</u>	<u>41</u>	<u>65</u>	<u>81</u>	<u>79</u>
<b>TOTAL:</b>	<b>439</b>	<b>392</b>	<b>481</b>	<b>486</b>	<b>664</b>

<b>Permits Issued:</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Building</b>	157	134	133	149	214
<b>Certificates of Occupancy</b>	12	17	4	10	18
<b>Demolition</b>	6	7	1	2	4
<b>Electrical</b>	72	72	57	86	134
<b>MDC Permit Closure</b>	12	7	6	3	15
<b>Mechanical</b>	49	45	30	29	52
<b>Miscellaneous</b>	22	29	25	26	33
<b>Plumbing</b>	59	32	74	32	57
<b>Public Works</b>	10	12	16	11	12
<b>Recertification</b>	1	0	1	1	0
<b>Zoning</b>	<u>22</u>	<u>24</u>	<u>28</u>	<u>55</u>	<u>79</u>
<b>TOTAL:</b>	<b>422</b>	<b>379</b>	<b>375</b>	<b>404</b>	<b>618</b>

<b>Plan Reviews Performed:</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>City Staff</b>					
<b>Building</b>	202	177	172	177	240
<b>Electrical</b>	135	104	113	141	221
<b>Mechanical</b>	86	47	53	70	71
<b>Plumbing</b>	84	93	100	90	123
<b>Structural</b>	76	78	82	101	116
<b>Professional Services</b>					

<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	0	1	0	0	0
<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	0	0	0	0	0
<b>Structural</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>583</b>	<b>500</b>	<b>520</b>	<b>579</b>	<b>771</b>

<b>Inspections Performed</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>City Staff</b>					
<b>Building</b>	550	411	490	453	609
<b>Electrical</b>	220	180	158	168	179
<b>Mechanical</b>	106	100	49	63	85
<b>Plumbing</b>	199	209	221	206	217
<b>Professional Services</b>					
<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	20	45	0	10	0
<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>1,095</b>	<b>945</b>	<b>918</b>	<b>900</b>	<b>1,090</b>

<b>UNSAFE STRUCTURE CASES</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Issued</b>	2	2	2	1	1
<b>Board Hearing</b>	3	0	1	0	0
<b>Demolished</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>

**CENSUS BUREAU MONTHLY REPORT:**

<b>NEW CONSTRUCTION</b>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>
<b>Commercial Permits</b>	0	0	0	0	0
<b>Total - Construction Value</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Residential Permits</b>	0	1	0	0	6
<b>Total - Construction Value</b>	\$0.00	\$90,605.00	\$0.00	\$0.00	\$672,025.00

**MAJOR PROJECTS:**

1. New City Hall demolition permit initial review has been completed. Currently, awaiting re-submission.

2. FMU Dorm inspections are on-going.
3. D R Horton Guardhouse permit was issued.
4. Online view of permit information and payment of fees are being tested.

## **CODE ENFORCEMENT (Roderick Potter)**

- Held the first annual Building & Code Compliance Exposition.
- Continuing the vending machine sweep to ensure that all vending machines are licensed.
- Attended the budget kick-off meeting.
- Code management held a meeting to review and streamline the checks and balances system for process management.
- Attended a foreclosure registry meeting with the Deputy City Manager.
- Attended the Cry Wolf presentation for the false alarm / alarm registration process.
- Started the BTR/CU past due license project.
- Attended a meeting with the Federal Property Registry Corporation.
- Attended a Special Event meeting to plan for the Mt. Zion AME Church Peace Rally.
- Conducted interviews for the 2 grant funded code compliance officer positions.
- Code attended the Rolling Oaks and Scott Lake Neighborhood Crime Watch meetings.
- Code Management staff attended the Nuisance Abatement Board hearing.
- Attended a site visit to the City of Miami Beach to view a demonstration of the Conduit Net Assets program.
- Conducted the monthly management field zone review.
- Conducted weekly code compliance management meeting.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting.
- Attended the Sr. Management meeting for Building & Code management team.

## **PERSONNEL**

### **Staff Development:**

- The License and Housing Manager Obtained the Florida Association of Code Enforcement Level III certification.
- All Building & Code staff attended a Public Speaking workshop.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

<b><u>Housing Stats</u></b>	<b><u>Dec 10</u></b>	<b><u>Jan 11</u></b>	<b><u>Feb 11</u></b>	<b><u>Mar 11</u></b>
Re-occupancy Inspections	71	72	78	102
Re-occupancy Applications	64	75	64	84
Re-occupancy Certificates issued	47	54	54	65
Administrative Foreclosure Inspections	6	2	7	7

<b><u>CODE Stats:</u></b>	<b><u>Dec 10</u></b>	<b><u>Jan 11</u></b>	<b><u>Feb 11</u></b>	<b><u>Mar 11</u></b>
Business Tax Receipt Inspections	116	152	58	154
Certificate of Use Inspections	42	78	58	61
Landlord Permit Inspections	11	9	5	72
Warning Notices Issued	197	325	332	420
Civil Violation Notices Issued	59	53	72	43
Re-Inspections	224	199	204	124
Special Master Hearings	20	15	12	15
Massey Hearings	17	48	17	59
Lien Reduction Amnesty	10	11	8	16
Request Hearings				
Extension Requests	11	30	72	86
Complaints Received	89	104	136	138
Proactive Cases	147	282	325	552
Cases Closed Within 30 Days	66	67	69	38
Cases Closed Within 60 Days	5	3	0	8
Cases Closed Within 90 Days	0	0	4	7
Special Operations-Code	2	4	5	8
Special Events	2	2	2	1
Illegal Signs Removed	439	585	584	595
Phone Calls Received by CEOs	151	152	232	244
Parking Tickets Issued	9	5	12	6
Lien Searches	118	172	203	225
Joint Operations-MGPD	0	2	8	2
PD Requests for CE	9	12	21	17
Abandoned Vehicles - Tagged	9	12	14	10
Abandoned Vehicles - Towed	0	3	1	4

<b><u>Licensing Stats</u></b>	<b><u>Dec 10</u></b>	<b><u>Jan 11</u></b>	<b><u>Feb 11</u></b>	<b><u>Mar 11</u></b>
New Business Tax Receipts	43	38	59	171
New Certificates of Use	28	37	48	50
New Alarm Permit Accounts	45	46	41	42
New Landlord Permit Accounts	2	37	7	9
Business Tax Receipts Issued	119	167	126	115
Certificates of Use Issued	107	161	95	81
Alarm Permits Issued	45	147	84	139
Landlord Permits Issued	14	5	3	23

**Note: All totals are from beginning to end of month.**

**ASSISTANT CITY MANAGER (Vernita Nelson)**

- Media & Events Division – Closing out production and hotel contracts associated with 2011 Jazz in the Gardens music festival; Assisting with the production of 2011 Miss Miami Gardens Pageant; Working with City Manager and North Star on development of CMG Branding concept ;preparation of council agenda items.
- Capital Improvement Projects – Preparation of council agenda items; Leading efforts, with the assistance of Commissioner Barbara Jordan, to navigate through the County’s Building Better Communities Bond process to secure contracts; Received 95% of Safe Neighborhood Parks funds for work completed at several parks; Completed 40-year safety inspection process on the larger building at the old Archdiocese Property that will serve as the future senior center.
- Public Works Department – Preparation of several agenda items; Conducted field visits to several work sites
- Weekly Department/Division Meetings
- City Manager’s Office –On-going meetings with consultants related to future City Hall project; kicked off FY12 budget process; Assisted with the coordinated of City Manger’s Mid-Year meeting with city staff (April 5<sup>th</sup> - 7<sup>th</sup>).

**Additional Meetings:**

- 3/20 – Progressive Young Adults Committee Meeting
- 3/23 – Miami Gardens Police Department Awards Ceremony; CMG Council Meeting
- 4/5 – Youth Violence Prevention Coalition Executive Committee Meeting
- 4/12 – GOB Citizen Advisory Council Meeting; Youth Violence Prevention Coalition Partners Meeting
- 4/13 – CMG Council Meeting

**PURCHASING (Pam Thompson)**

- Prepared and issued sixbid/RFP:
  - Annual Contract for Roofing Contractors
  - Re-Bid Purchase & Delivery Snacks – Parks
  - Laser Grading – City Park
  - NW 167<sup>th</sup> St NW 13<sup>th</sup> Ave S.R. 826 Landscape Improvements
  - Design Build Bridge Project
  - Relocate Trees
  
- Prepared and issued eight Quotations:
  - Environmental Testing Services
  - Irrigation Pump System Monitoring
  - A C Replacement unit
  
- Preparing specifications for the following:
  - Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.
  - Re-Bid Public Safety Uniforms
  - Fire Suppression System – postponed insufficient budget
  - Home Rehabilitation 16950 NW 40<sup>th</sup> Avenue
  - Irrigation System – Brentwood Park
  - Sponsorships for Youth Sports Programs

Issued 109 Purchase Orders

- Continue to maintain Fixed Assets (ongoing)
- Continue to order and assist with auditing fuel card program
- Continue to train and assist City staff on Eden software
- Continue entering contracts into Contract Management (ongoing)
- Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
- Continue to add current contracts to Procurement Web Page

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
03/21/11	Sunshine For All	Sr. Brunch Program	\$45,500.00

**FLEET SERVICES (David Motola)**

- **Fleet Management Software Utilization (Ongoing)**
- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
- Fuel usage is being entered into the database reflecting both economy and total operating cost
- Reports are now available to reflect expenditures by repair category or department

- Units with low utilization are brought to respective management's attention to make sure they are rotated into service.
  
- **Fuel Usage (Ongoing)**
- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
- Fuel invoices are being maintained electronically, master bill.
- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
- Fleet is meeting with various government entities and local dealers on ways to reduce fuel consumption and costs and fuel alternatives.
  
- **Vehicle Safety / Security** – To improve visibility and security of select application vehicles roof marking numbers were installed on P&R, School Crossing Guards, and KMGB vans.
  
- **Collision Repair**
- Continue to work closely with vendors, Risk Management, and user department to provide prompt collision repairs within departmental policy and procedures.
- Fleet Service Rep. obtains estimates of crashed vehicles and provides to Risk Manager for review and repair approval.
- During routine vehicle inspections, unreported damage was identified and reported to Risk Management.
  
- **Tire Repair / Road Side Assistance** – An inventory of used / temporary tires have been placed in inventory and used on an as needed basis.
  
- **Warranty Repairs**
- a) Check service repair invoices against vehicle warranty to insure proper billing for services. One invoice was rejected due to warranty coverage.
  
- **Vehicle Lot Checks/Inspections**
- Fleet Manager performs weekly lot checks, identifying vehicles concerns and notifying department heads when appropriate
- Replaced spot light bulbs and missing hubcaps on Patrol cars.
- A new design spot lamp (LED) with higher candle power was tested in one unit and was well received, additional LED lamps ordered and installed.
- Monthly start up and check City Hall and Parks standby generators
  
- **Vendor Inspections** - Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.

o **Meetings/Conferences/Events**

- a) Fleet Admin. attends monthly Committee meetings
- b) Fleet Manager attended Fleet Administrators (FLAGFA) Conference from March 16-19, 2011.
- c) Fleet Manager completed FEMA 100 online certification.
- o Fleet Staff attended a two day training seminar in preparation for the EVT Manager II certification exam.
- o Fleet Staff met with Junior Council members for an overview of Fleet function and conducted a vehicle safety seminar on March 23, 2011.
- o Fleet Staff attended the Ford Diesel Engine presentation at Palmetto Ford on March 30, 2011.

o **Other Ongoing Fleet Items**

- o Fleet Administrator coordinated with select departments and the Graphics vendor for roof number installations on select city vehicles.
- o Fleet Administrator schedules car wash, detail appointments and window tinting services for various departments.
- o Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.
- o Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
- o Fleet Administrator process invoices from vendors regarding parts, service, and maintenance repairs on vehicles and equipment.
- o Fleet Administrator Prepares requisitions necessary to purchase parts, accessories, maintenance and services.

**INFORMATION TECHNOLOGY (Ronald McKenzie)**

IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from 03/16/2011 through 04/20/2011. It is organized into the following areas:

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

- Continued working on Telestaff deployment. We had AT&T come in to test out the analog lines to the system. Changed configuration for the lines and worked to get the dialogic board to properly send and receive calls.
- Many Website changes occurred. Added picture of Council, Bio and Picture for Councilman D. Williams, Add links to Procurement and Community Development. Cleaned up many of the items on the Latest News section.
- Many Website Changes for Miami Lakes. The web is the biggest medium used by the Town to communicate with their residents so a large web presence and commitment from our part is needed to keep things going.
- Designed shirt for the Corporate Run. We hope to win another award at the ceremony. Last year our shirt won 1<sup>st</sup> place.
- Two new IT Support technicians began. One will be primarily stationed at City Hall and the other at the Police Department. The staff member at PD will begin working from 11 AM to 7 PM once he gets up to speed. This should greatly reduce OT.
- IT working on SOP for PD and for CH. We will combine the two SOPs into a Department SOP. Working to document all major processes to allow for quicker knowledge transfer.
- Continuing various class trainings for CMG staff on Adobe and MS products.
- We believe we have Web extensions figured out. We have tested and been able to make payments. Still testing but the prospect for a solution is looking much better.
- Continuing our weekly conference calls with OSSI to work on correcting issues and outstanding tickets with operation of their software for PD.
- Completed our first quarter of work via the interlocal agreement with Miami Lakes. Things are challenging but they are going well. There is great synergy between the Town's staff and Council and our IT Team. They recently passed an item which allows for major Technological upgrades to be done at the Town to bring systems and security up to date. This creates a major project for the IT Team and an opportunity to establish even more credibility.
- Continued monitoring web viruses and intrusion. Also constantly monitoring bandwidth usage and its effect on the network. Restricted two major bandwidth hogs Pandora and Facebook. Also saw that the owner of Facebook got his profile

hacked and people loaded viruses onto his site. Will continue to monitor and work with industry best practices and Network Security practices for establish security for the City.

- Working to set up AFIS circuit and system for MGPD fingerprinting system.
- Working with Code Enforcement to not only automate, but to deliver more efficient services for staff and residents. Taking a look at other cities to see “What Success looks like,” and try to replicate it here at CMG.
- Installed conference phones in the two City Hall Conference rooms.
- Completed configuration for Microsoft Office Communicator. The unified communications functionality will definitely help increase efficiency. Conducted one training class which was poorly attended. Will conduct another one this month.
- Worked with CIP to establish equipment needed for the Amphitheater at BTFCC. Did site visits with vendors and presented quotes for items needed. Once items arrive we will work with them on installation.

- Significant Issues

- Mobility creates a major problem for IT in government as well as the private sector. Businesses are having a difficult time keeping up the various different types of PDAs, IPADs, and other devices. It is causing Microsoft Exchange (email) to stall. The problem occurs because in the past there were maybe 50 users with BlackBerrys getting constant remote emails. Now we have over 350 different users at the city constantly pinging the exchange server for updates. This occasionally shuts down exchange from sending messages to PDAs, although they still go to the user’s mailbox and outlook in general. We are working on a workaround and are monitoring closely.
- Still working to clean up various issues with OSSI.

- Travel Activity

- Gardimyr Going to EDEN Conference in April.
- Ricardo attending CCIO Session IV Training in April

- Ron will attend CISCO VOIP course in the next two month to support the system at the Town of Miami Lakes
- Ricardo and Ron will attend CCIO conference in July (Ricardo will be graduating from the program)

**PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)**

1. Staff continues to clean and maintain bus bench areas throughout the City. This last month we have performed maintenance on bus benches and cans throughout the City. Giving unstable benches stability and wandering cans security. We will continue with this effort, protecting the City from liability. This task has been very successful due to the number of benches we find loose and unstable.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. We will continue to all detailed areas. The look is very pleasing and it adds foundation to the beautification.
3. Two streets crews continue to repair sidewalks throughout the City. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, and those who visit.
4. Staff continues to trim and prune trees throughout the City. We are approaching the Hurricane season once again and preparation is being made by pruning problem trees that will be a hazard in a storm.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. The sweeper truck is also on the roadways each day cleaning curb and gutters around the City, eliminating those pollutants which find a way to our waterways.
6. On March 7, 2011, the construction of NW 7 Avenue Road Enhancement Project started and is scheduled to be completed within one year. The prime contractor is Trans Florida and the approved budget for this project is \$2,943,821.00. The project consists of construction of a new road, NW 7 Avenue from NW 183 Street to NW 199 Street and will include: center medians, sidewalks, storm water facilities, curb and gutters, driveway approaches, landscaping, irrigations, new street lighting and three traffic circles at NW 187 Drive, NW 191 Street and NW 194 Terrace).
7. General Asphalt has completed the construction of the second LAP Roadway Improvements (ARRA) project on February 8, 2011. The total budget approved for the project was \$575,684. The projects accomplishments are: milling, re-paving and re-stripping of NW 12-13 Ave from NW 155 Dr to NW 167 St; NW 170 Terrace to NW 175 St and from NW 183 St to 199 St; installed 86 new A.D.A. Ramps/Connectors on NW 12-13 Ave from NW 155 Dr to NW 199 St, NW 175 St from NW 13 Ave to NW 27 Ave; installed 860 feet of new sidewalk on NW 175

- Street between 20 & 20 avenues; replaced 2,105 feet of broken sidewalks on NW 12-13 Ave from NW 155 Dr to NW 199 St, NW 175 St from NW 13 Ave to NW 27 Ave. On March 30th, 2011, Mt Edwards Douglas from DOT'S Atlanta office came to perform an audit. On April 5th 2011, two FDOT staff members from FDOT's local district office came to perform the 100% construction and compliance audit.
8. Horizon Contractors continues to work on the construction of the third LAP Roadway Improvement (ARRA) project. This project includes replacing damaged sidewalk, installing ADA ramps, guardrails, milling, resurfacing and stripping. The project approved budget is \$462,196.20. Project is scheduled to be completed by June 7, 2011. The contractor has completed the milling and resurfacing on NW 156th St from NW 47th Ave to NW 42nd Ave and 42nd Ave from NW 156th St to NW 167 St. Currently the contractors is replacing all ADA ramps on NW 42 Ave from NW 156th St to NW 167 St. On March 16, 2011, Mr. Derek Fusco from FDOT Tallahassee' Office came to perform an audit.
  9. The City of Miami Gardens received \$2,516,740 under the American Recovery and Reinvestment (ARRA) stimulus funds through the Florida Department of Transportation for roadway improvement projects. \$835,150.00 will be utilized to replace the NW 42nd Ave/ NW 178th Drive and NW 179th bridge. On April 8, 2011 staff has forwarded the final design criteria package to the Purchasing Department and sent to the two design-build firms for quotes. After opening the bid quotes, it will be sent to Council for approval.
  10. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$150,977 for drainage improvements in the residential area which covers the area from NW 38 Avenue and NW 38 Place and NW 208 Street and NW 209 Street. For this project the amount \$30,977 was received from South Florida Water Management District (SFWMD) and the City will match it with \$120,000. On March 21, 2011, the construction of improvement started. The contractor, Quality Paving Corp., has completed installation of 5 catch basins and 220 linear feet of French drains, and is currently working on reconstructing the swales and complete site restoration.
  11. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$350,000 for drainage improvements in the residential area which covers the area from NW 19 Avenue to NW 21 Avenue and NW 191 Terrace to NW 195 Street. For this project the amount \$131,096 was received from SFWMD and the City will match it with \$218,904. On March 25, 2011, staff held a meeting with the contractor, Wrangler Construction, to make some design adjustments to the NW 19th Avenue Residential Area Drainage Improvement Project. These adjustments will drive down expected restoration costs, and overall project spending. We anticipate starting construction activities before the end of the month.
  12. Public Works issued 9 permits of which 4 for driveways and sidewalk, 3 for utilities and 2 for paving and drainage.
  13. The Floodplain Manager received 16 National Flood Insurance Program inquiries.

14. The bids for construction for “Miami Gardens Sound Wall Enhancements (ITB#10-11-037)” were received and publicly read on March 10, 2011. The project will consist of Landscape and Irrigation Enhancement on the East and West side of the Turnpike expressway from NW 179 Terrace North to Miami Gardens Drive. This project is going for Council approval on April 27, 2011.
15. The Director and the City Engineer performed interviews for the Engineering III position. One candidate was selected which is now going through the Human Resources Process.
16. The Director showed a PowerPoint Presentation to the County’s Beautification Image Board on March 30, 2011 highlighting the NW 27 Avenue Fountains that the board supported and assisted in making it happen through the County permitting process.
17. On March 24, 2011, the Director and Assistance Director visited the City of Doral where they were shown an ongoing canal bank stabilization project. The project addresses erosion and safety on canal banks. The Public Works department is studying the feasibility of similar type of projects in the City canals.
18. On March 25, 2011, staff attended a sidewalk horizontal saw-cut method that removes sidewalk trip hazards. This method removes trip hazards without replacing the entire flag of sidewalk. The department is considering alternative methods to replacing sidewalks to increase efficiency and save money during the next fiscal year.
19. On March 28, 2011, the Director and Assistant Director met with Miami-Dade Transit (MDT) to discuss the progress of the ARRA funded bus shelters, sidewalk improvements, and miscellaneous items. MDT is scheduled to bid the project in the Summer of 2011.
20. On March 29, 2011, staff attended a presentation by Big Belly Solar trash cans. The proposed trash cans include a compactor run by a solar panel and an electronic notification system that sends an alert when the trash can is full and needs replacement. The department is considering alternative methods to increase efficiency and save money during the next fiscal year.
21. On March 30, 2011, staff attended the Emergency Operation Center (EOC) Quarterly meeting. The meeting serves as a venue to coordinate current and future efforts with the County and other municipalities in case of a disaster.
22. On March 31, 2011, the Director attended the Scott Lake Crime Watch Meeting to discuss the Public Works Projects and any requests by the attending residents.
23. On April 5, 2011, the Director attended the Brentwood Crime Watch Meeting to discuss the Public Works Projects and any requests by the attending residents.

**KEEP MIAMI GARDENS BEAUTIFUL**

**UCF Grant Application 2011**

- submitted

**Great American Clean up**

- Scheduled for May 14<sup>th</sup>
- Expecting approx. 100 volunteers

**Community Beautification projects**

- Ongoing
- two this month

**Trashion Show 2011**

- Scheduled for May 5<sup>th</sup>

**City's Community Beautification Grant**

- Next Deadline October 31

**3CMA 2011 Award**

- Working on Application

**Summer Beautification Awards**

- Accepting nominations

**Landscape Maintenance**

- City crews are currently maintaining all landscape areas throughout the city. Mulching, fertilizing and weed barriers have been applied this month
- 125 oak, mahogany and wild tamarinds planted in residential swales. grant funded

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

- 141 trees scheduled to be planted next week in residential areas

**Earth Day**

- Partnering with Parks Department to create the city's first meditation garden

**Join Hands Day**

- Community Tree Planting- planning

**Major Tree Give away**

- Currently partnering with Miami Dade County for 2011 Adopt A tree

**In Class Environmental Education Program**

- All 18 elementary schools in the city are expected to participate

**ASSISTANT CITY MANAGER (Dan Rosemond)**

- **Review of Parks Operations-** As the City enters budget season, it became necessary to re-evaluate operations to determine recommended actions that can reduce expenditures. The following programs are being revised:
  - **Pools-**All City pools with the exception of the indoor pool at the Community Center are being closed. This action is expected to save the City approximately \$90k annually.
  - **Summer Camp-**This program costs the City approximately \$250k annually. Staff has negotiated a contract with the YMCA to provide similar services to residents. The fees for these services thru the YMCA are expected to double from what the City fees were.
  - **Afterschool-**Similarly, Staff is considering outsourcing this program. Before proceeding with this action, staff will evaluate the YMCA's provision of summer camp programming and will solicit other proposals from agencies that can provide said services.
  - **Community Center-**A comprehensive revenue and expense analysis is being developed for review by the City Manager. The Center has now been open for approximately 6 months and staff is able to obtain good tracking on recurring expenses.
- **Landscape services-** The Parks and Recreation Department had 3 vacancies in one of the landscape crews. Rather than recruiting to fill these positions, staff determined to obtain bids from landscape maintenance companies. The lowest responsible bid came in at under \$50k. Using an outside vendor rather than filling the vacant positions will save the City approximately \$126k annually.
- **Citywide recycling program-**I was contacted by a resident who suggested we look into a program called "Recyclebank". This program provides rewards for participation. We are looking into it as the City does not administer trash hauling or recycling.
- **Fueling Policy-** Also as part of cost cutting measures, a refueling policy was implemented during this reporting period. The new policy requires all refueling to occur at filling stations that are located within the City's limits. It is anticipated that this effort will save on fueling costs, as prices have been historically lower in the City than at other filling stations.
- **Comprehensive Economic Development Strategy Document-**The City has engaged the FIU Metropolitan Center to conduct this CEDS. This document will gather critical economic data, along with outlining geographic information that will be essential to potential businesses and/or industries seeking to relocate. The completion of this document will incorporate some stakeholder meetings, and is expected to take approximately 90 days.

- **Vista Verde Infrastructure improvements (project update)**-As part of the Livable Neighborhoods Initiative, the Department was able to fund the improvements in Kings Gardens I & II. We are now pleased to report that the design for improvements in the Vista Verde area are nearly complete, and we expect to solicit for bids within the next 30-45 days.
- **Financial Fitness Services for Small Business**- During this reporting period, the Department made recommendation to Council that it award funding to a firm that provided financial fitness services to small business. Due to the high number of applicants that were denied loan approvals under the City's Business Incentive Program, it seemed a necessary service to be provided using CDBG Funds. It is understood that the majority of the participants must be low-moderate income individuals.

Participated in the following meetings:

- (3-23-11) Recycle Bank-Jeremiah Smith & Laurin Yoder
- (3-24-11) City Hall Design
- (3-24-11) Activenet; discussion of access control in BTF
- (3-25-11) Historic designation-Kathleen Slesnick & P & Z staff
- (3-28-11) Housing Finance Authority Board meeting
- (3-29/30-11) Public Speaking Workshops for City Staff (Building & Code)
- (various dates) Employee meetings regarding budgets
- (4-11-11) Interviews for Assistant Director position in Parks & Recreation

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

**Shining Stars After-School:** 278 children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills. The children have been involved in a tee-ball competition.

- Betty T. Ferguson Recreational Complex: fifty-one (51) participants
- Rolling Oaks Park: thirty-seven (37) participants
- A.J. King Park: twenty-five (25) participants
- Buccaneer Park: thirteen (13) participants
- Bunche Park: thirteen (13) participants
- Miami Carol City Park: thirty-six (36) participants
- Norwood Park: thirty-eight (38) participants
- Scott Park: thirty-six (36) participants

### **Kids' Day Off**

April 4<sup>th</sup> KDO was held at Betty T. Ferguson Recreational Complex and Rolling Oaks Park. There were 86 kids in attendance. The kids enjoyed lunch, snack, indoor and outdoor activities at both sites. Each site took a trip to Miami Carol City Park for special events and lunch.

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

- Teen After-School Program: fifteen (15) participants

- **April 4<sup>th</sup> Teens Day Off:** All teens participated in a community service event at the Enchanted Forrest located in North Miami

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

- **FMWGM** program has 15 kids registered and 8-11 kids in attendance. The mentees has been meeting on Saturdays for workshops and they also enjoy a lunch before leaving. This month finance and economics were covered.

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

- Forty participants enjoy line dance from 6pm – 7:30pm Wednesday – Friday

### **Buccaneer Park**

- Youth tennis lessons take place on Saturdays from 9:00-10:30am.
- Adult tennis meets on Saturday mornings and currently has 20 participants registered.
- Twenty-five participants take part in line dancing offered on Tuesdays, Wednesdays and Saturdays from 8:30a.m.-12:00 noon for adults of various ages.
- The Buccaneer Boosters group has a meeting every third Thursday of the month at Buccaneer for pokeno.

### **Cloverleaf Park**

- There are over eighteen (18) patrons that play basketball at the courts throughout during the evenings Monday through Friday.
- Monday and Tuesday line dancing takes place from 9:30-11:30am.
- There are over forty seniors that rent the facility every Wednesday from 10:00am-12:00pm.

### **Miami Carol City Park**

- Walkers exercise around the park, the building and restrooms open at 7:30a.m.
- Recurring church rentals occur on Sundays.
- Line Dancing classes are held on Tuesday and Thursday nights with an attendance of 35-40 participants.
- The Florida Saints (semi-pro) football team practice Tuesday, Wednesday, and Thursday nights.
- Carol City Senior High Girls Softball Team practice and engage in games throughout the week.

### **Norwood Park**

- On Wednesdays, Norland High School has softball practice
- Tuesday and Thursday Norland Middle School has tennis practice from 6:00-7:00pm
- Tuesday and Thursday Norland High School has tennis practice 4:30-5:30pm

### **Rolling Oaks Park**

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

### **Scott Park**

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

- Carol City and Norland High school has baseball practice Monday through Friday from 3:00-7:30pm

## Recreation Highlights

- **Spring Camp:** Spring Camp was held March 14-18<sup>th</sup> there were one hundred and seventy-nine (179) participants. The program offered children recreational activities, a field trip and educational nutrition workshops.
- **Summer Camp:** The YMCA will be providing summer camp services on City parks. Registrations and financial aid applications are accepted at the Parks and Recreation Department main office and the Betty T. Ferguson Recreational Complex.

## Athletics

- **CMGYS Baseball/Tee Ball** - is currently accepting registration for youth ages 12 and under. There are a total of 63 participants currently registered. Season games began April 12<sup>th</sup>
- **CMGYS Track & Field** – On April 8, 61 participants competed in the Florida Elite Invitational track meet in Kissimmee, Florida against the top track teams in the Orlando area
- **CMGYS Soccer**– Registration began March 21<sup>st</sup>

## Betty T. Ferguson Recreational Complex

<b>Facility Name</b>	<b>Gross Revenue</b>		
Facility Rentals (34)	\$5,270.00		
<b>Total</b>	<b>\$5,270.00</b>		
<b>Programming</b>	<b>Capacity</b>	<b>Enrolled</b>	<b>Gross Revenue</b>
Martial Arts	90	40	\$2,372.00
Shining Stars Afterschool Program	60	51	\$2,403.00
Get Up and Go!	24	7	\$432.00
<b>Total</b>			<b>\$5,892.00</b>
<b>Seniors</b>	<b>Meeting</b>		
Brentwood Goldies	4		\$65.00
Rolling Oaks	4		\$65.00
Buccaneer	4		\$65.00
<b>CMG Senior Membership</b>	<b>104</b>		<b>\$1,120.00</b>
<b>Total</b>			<b>\$1,315.00</b>
<b>Daily Entry</b>	<b>Gross Revenue</b>		
Computer Room		3	\$15.00
Water Aerobics – Daily		25	\$125.00
<b>Aquatics – Daily Drop In</b>			
Senior		43	\$43.00
Youth		265	\$265.00
Adults		76	\$152.00
Fitness-Senior		132	\$396.00
Fitness-Youth		95	\$285.00
Fitness-Adult		933	\$4,665.00
<b>Gymnasium – Daily Drop In</b>			
Gymnasium-Senior		5	\$5.00
Gymnasium-Adult		576	\$1,152.00
Gymnasium-Youth		944	\$944.00
<b>Total</b>			<b>\$8,047.00</b>
<b>Package Name</b>	<b>Gross Revenue</b>		
Aquatics – Memberships	\$0.00		
Swim Lessons	\$0.00		
Fitness – Memberships	336		\$15,868.00
Personal Training-Memberships	12		\$1,882.00
Water Aerobics – Memberships	64		\$0.00
Gymnasium – Memberships	22		\$206.00
<b>Total</b>			<b>\$17,956.00</b>
<b>Total Gross Revenue</b>	<b>\$37,795.00</b>		

**Senior Program**

The senior program commences every Tuesday at the Betty T. Ferguson Recreational Complex from 10am – 1pm. Seniors engage in a weekly brunch that is health conscious with a varying menu from week to week. Below are some of the activities and trips that took place for December.

- March 22<sup>nd</sup> presentation from Diana Hedrick on Fraud Protection from the City of Miami Gardens Police Department
- March 22<sup>nd</sup> seniors enrolled in the Senior Program (if eligible) and were registered in the SilverSneakers Program
- March 23<sup>rd</sup> seniors (not enrolled in the City of Miami Gardens Senior Program) were registered in the Silver Sneakers Program
- March 29<sup>th</sup> presentation from Preferred Care Partners on Social Services

The seniors enjoyed the brunch from our new vendor Sunshine Inc. They are pleased with the various healthy alternatives provided. They are also taking full advantage of the comment box and have provided suggestions for the brunch portion as well.

**JANITORIAL AND LANDSCAPING**

	# of Grass Cuts	# of Janitorial Visits	# of Garbage Pick-Ups	Fertilize Fields/Trees	# of Times Detailed Grounds	Spray Mulch	Herbicide Grounds	Water Trees	Remove Debris	Stump Grind	Premises Blown	Trimmed Grounds	Crickets Field	Prep/Lay/Water Sod	Remove Tree Stump Fill Holes
A.J. King Park	1	17	17		1				1		1	2		2	
Andover Park		15	15							1				1	
Bennett M. Lifter Park															
Brentwood Park		20	20										2		
Brentwood Pool	1	20	20				1								
Buccaneer Park	1	20	20								2				
Bunche Church		17	17												
Bunche Church Storage		17	17												
Bunche Park	1	17	17	1			1		1					3	
Bunche Pool		17	17							1					
Cloverleaf Park		15	15											2	
Inspection Station		14	14												
Jordan Landing															
Lake Lucerne Park		19	19												
Miami Carol City Park	2	20	20	1	1	1	1	1			1				
Mount Herman															
Myrtle Grove Park		17	17											2	
Myrtle Grove Pool															
North Dade		10	10												
Norwood Park		20	20												
Norwood Pool		20	20												
Rolling Oaks Park		14	14								1				1
Scott Park	2	17	17	1	1										
Vista Verde Park	1	20	20		1						1	1			
183 street /12 avenue	2														

- **All park irrigation systems checked and repaired**
- **Removed debris from all parks**
- **Irrigation performed a wet check on all of the parks**

**TRADES/IRRIGATION**

**Andover Park**

- 3/16 Repaired fence
- 3/17 Irrigation repaired broken sprinkler heads
- 3/18 Cleaned and sealed the water fountain
- 3/18 Lowered the water fountain disconnect
- 3/22 Irrigation repaired brakes in the main line
- 3/22 Irrigation replaced broken heads in the butterfly garden

**Audrey J. King**

- 3/15 Retouched the paint near the soap dispenser
- 3/17 Irrigation trouble shooting the system
- 3/29 Repaired the a/c
- 3/29 Installed the refrigerator transferred from Myrtle Grove Park
- 4/1 Repaired the a/c unit

**Betty T. Ferguson Recreational Complex**

- 3/15 Paint the restroom near the track
- 3/15 Irrigation repaired broken lines
- 3/16 Irrigation trouble shooting the system
- 3/16 Replaced broken heads and lines
- 3/17 Installed the corner wall brackets
- 3/17 Installed no parking signs
- 3/18 Ordered faucet and shower heads for the men's locker room
- 3/21 Irrigation flagged and replaced all broken sprinkler heads
- 3/25 irrigation repaired a broken line
- 3/29 Installed chemical signs on the doors in the pool area
- 3/29 Repaired water fountain
- 3/29 Replaced plastic water fountain covers with metal covers

**Bennett M. Lifter Park**

- 4/1 Repaired the wooden fence
- 4/4 Repaired the water fountain

**Brentwood Park**

- 3/15 Sketched a map for the sprinkler electric hook up
- 3/18 Reset timers
- 3/18 Painted over graffiti
- 3/18 Removed broken light fixtures

**Brentwood Pool**

- 3/18 Repaired fence
- 3/18 Build barriers for water back flow
- 3/21 Replaced tennis nets

**Buccaneer Park**

- 3/16 Repaired fence
- 3/25 Installed new soap dispenser

**Bunche Park**

- 3/15 Repaired the electrical problem in the restroom
- 3/15 Irrigation completed a wet check
- 3/15 Irrigation replaced broken sprinkler heads
- 3/23 Irrigation flagged and replaced all broken heads

**Cloverleaf**

- 3/14 Irrigation repaired and Replaced broken sprinkler heads
- 3/14 Irrigation installed new sprinkler heads

**Miami Carol City Park**

- 3/18 Enclose sprinkler valves
- 3/23 Irrigation wet the baseball field
- 3/30 Hang information boards

**Myrtle Grove Park**

- 3/18 Install new lights with cage
- 3/24 Replace Musco controller
- 4/4 Repaired restrooms
- 4/4 Performed an area check

**North Dade**

- 3/21 Irrigation trouble shooting the system

**Rolling Oaks Park**

- 3/17 Repaired main entrance gate
- 3/25 Repaired water fountain
- 3/30 Installed a television taken from Bennett Lifter Park

**Scott Park**

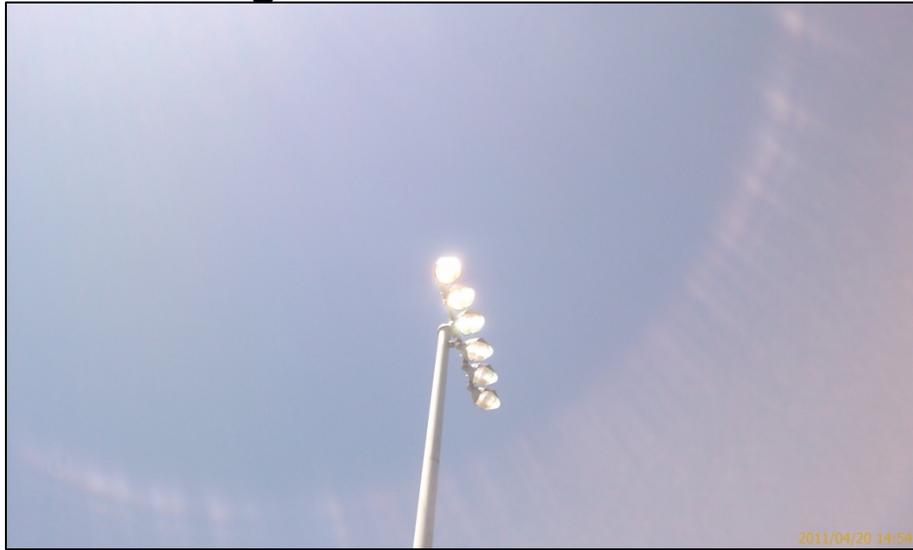
- 3/13 Painted the outside of the building
- 3/16 Replaced light fuses
- 3/16 Replaced light timer
- 3/29 Repaired the playground
- 3/29 Replaced the water faucet
- 4/1 Repaired the playground

**Vista Verde Park**

- 3/18 Reinstall benches that were vandalized
- 3/19 Removed pieces of a stolen bench
- 3/19 Painted over graffiti

**Current Projects**

- Brentwood Park Sports Lighting: The sports lighting project is completed and awaiting final approval.
- Brentwood Park playground shade structure: The shade structure project, funded by the Community Development Block Grant is complete.



- Brentwood Park irrigation and football field improvements: The irrigation and field improvements are anticipated to be complete by June.
- Betty T. Ferguson Recreational Complex Amphitheatre: The department is working closely with Capital Improvements to complete the amphitheatre project by June.



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

- **April 21 Workshop With Stakeholders** – To include:
  - Historic Preservation of MiMo Architecture with Miami-Dade County Historic Preservation Office
  - Industrial Parking Permits
  - Pilot Project - Right-of-Way Use for Parking and Drainage – Identification of properties
  - Sunshine State Industrial Park Internet Capacity
- **Zoning Code Fees** – Revised LDR Fees adopted April 13. To implement the new fees staff is revising:
  - Applications
  - Eden Permit Codes
  - Internet for Planning and Zoning
- **Residential and Industrial Parking Permits**
- **Received 3 Industrial Parking Permit Applications:** These will allow staff to refer residents to the Sunshine State International Park properties to park commercial vehicles that are too large for the neighborhoods.
- **Permits Processed:**

Commercial Vehicle Parking	20
Community Residential Homes/Group Homes	4
Plat	1
Landscape Plan Application	2
Public Hearing	3
Right-of-Way Dedication/Vacation	1
Sign Plan	26
Temporary Sign	3
Window Sign	30
Sign Related Site Visits	10
Tree Removal / Relocation	1
Verification Letters	7
ZIP	10
Building Permit Reviews	65
Building Permit Inspections	11
Certificates of Use	60
Parking Permits	3
Pre-Application Meetings	4

- **WalMart/Sonic Restaurant Signage** – Prepared Agenda Package for application for a variance for May Zoning Meeting.
- **Accelerated Learning Solutions** – prepared Agenda Package for modification of conditions of the Declaration of Restrictive Covenants for the proposed charter school to amend the number of students and hours of operation as approved by Council.
- **Quantum Storage** – Preliminary meetings with architect for preparation of a 45,000 sq.ft. warehouse building and 55,000 manufacturing building in Sunshine State Industrial Park. Schedule for DRC and coordination with submittal for site plan approval.
- **Coconut Cay Trees** – working with landscape architect for submittal of application for DR Horton.

- **Expansion Plans for Mosque on NW 183 Street** – Scheduled for DRC meeting; prepared Rezoning Agenda package.
- **Solabella Townhouses** – Researched approvals of this project which was originally approved as Legacy Pointe. Additional permitting may be needed before the project can continue due to the fact that it did not apply for vested rights with the year following adoption of the new Zoning Code (April 7, 2010).

**PLANNING** – Jay Marder, Bhairvi Pandya

- **Miami-Dade Transit Property at NW 27 Avenue and NW 215 Street** – Met with county Planning Staff to review development concepts; attended and participated in North County Property Association meeting to discuss development concepts.
- **Miami Dade County Sign Code Revisions** – Researched and advised Assistant City Manager regarding proposed opt-out provisions.
- **City Property Marketing Package** - Created a third market package summary for the office site on 27 Avenue, the old Cornerstone property of approximately 2 acres. this second comprehensive marketing package with graphics, maps, etc. The first was for the Golden Glades/Warren Zinn Property. Working on the former Mt. Herman Church property and then the Cornerstone property. Assisted Deputy City Manager with data for real estate signage for the four properties.
  - **Potential Use** – Met with Managers and real estate developer to discuss potential uses.

**HISTORIC PRESERVATION**

- **Miami Dade Historic Preservation Division** – Transmitted Met with staff to discuss local designation. The County has a Historic Preservation Board; their historic ordinance allows new cities to opt out of their program within one year of incorporation. Because the City of Miami Gardens did not establish its own historic preservation board and historic preservation ordinance, the City must function under that ordinance. This means that designation of historic buildings or structures will be done by the county’s Historic Preservation Program. It also means that modification of such a building or structure would need to be reviewed (exterior only) by the county. Specific considerations:
  - **Local Designation of Historic House on old Archdiocese property**
  - **Local Designation of the Arch**
  - **Local Designation of a MiMo Historic District**
  - **Additional follow-up has been scheduled.**
- **Historic House on NW 12 Avenue**
  - Field visit with Procurement and Capital Projects.
  - Developing an architectural and engineering service scope to evaluate the building for the purpose intended and provide plans for construction with estimated costs. Projected Timeframe for Public Occupancy: Black History Month, February 2012

**EDEN** – Marilu Gunness, Bhairvi Pandya

- **Staff Training in Permit Entry** – Trained Director, Senior Planner, Zoning Administrator and Planner to create/enter permits. This was necessary due to the volume of sign and commercial vehicle parking permits coupled with the loss of an Administrative Assistant position.
- **Parcel Refresh** – Bhairvi –

<b>Total Folios Edited To-Date</b>	<b>23,595</b>
<b>Total Folios in EDEN</b>	<b>28,341</b>

<b>Remainder</b>	<b>4,746</b>
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**OTHER PLANNING AND ZONING DEPARTMENTAL ACTIVITIES**

**MIAMI-DADE COUNTY MPO SOLICITATION FOR TRANSPORTATION ENHANCEMENT PROGRAM** – For the third time the Department is preparing to apply for funding, this time for a bicycle/pedestrian project in the Risco Park area. This project is being coordinated with the Public Works, Parks and Recreation and Capital Projects. Bhairvi

**MIAMI-DADE COUNTY MPO MUNICIPAL GRANT FOR BICYCLE-PEDESTRIAL MASTER PLAN FOR MIAMI GARDENS** – In the past Miami Gardens has obtained funding for a Transportation Master Plan and a Transit Circulator Feasibility Study. This year we have applied for a Bicycle Pedestrian Master Plan. Planning and Zoning is on the committee that is reviewing and ranking the proposals. Jay

**CITY HALL ROAD ASSESSMENT PROVIDED TO CITY MANAGER** - Worked with Public Works to development an assessment of the access easement located on the south side of the future City Hall site.

**MONTHLY MIAMI-DADE TRANSPORTATION PLANNING COUNCIL (MPO STAFF TECHNICAL COMMITTEE) MEETING** - Bhairvi

**MONTHLY MIAMI-DADE PLANNERS TECHNICAL COMMITTEE MEETING** - Bhairvi

**FY 2012 BUDGET PREPARATION** – Completed initial data entry and program modification forms to obtain a 5% reduction.