



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: May 11, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: May 25, 2011
Phone: (305) 622-8000 **Fax:** (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

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

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

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
Regular City Council Minutes – April 27, 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 – US Citizenship and Immigration Services, Enid Stulz, Hialeah Field Office Director

- F-2) Dr. Danny O. Crew, City Manager – Employee Recognition
- F-3) Proclamation – National Public Works Week (May 15-21, 2011)
- F-4) Proclamation – T.R.I.P. Day of Service, Mayor Shirley Gibson
- F-5) City Hall Update - Kevin Lawler, N-K Ventures, LC

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

None

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

None

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

None

(K) CONSENT AGENDA

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ADOPTING A FACILITY USAGE POLICY FOR CITY STAFF AND MEMBERS OF THE CITY COUNCIL AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION YEAR 2011 TRANSPORTATION ENHANCEMENT PROGRAM (“TEP”) GRANT AND TO TAKE ANY ALL STEPS NECESSARY TO RECEIVE GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN WARRANTY DEED TO MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR THE CONVEYANCE OF REAL PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO TO OBTAIN FINAL PLAT APPROVAL FOR THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;

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

- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING RESOLUTION 2011-28-1421 TO REVISE THE METHOD OF ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPOINTING MEMBERS TO SERVE ON THE BOARD OF DIRECTORS OF THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A ONE (1) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)**
- K-7) 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 SUB-RECIPIENT AGREEMENT WITH HARVEST FIRE WORSHIP CENTER, INC. AND MOUNT HERMON COMMUNITY ECONOMIC & HOUSING DEVELOPMENT CORPORATION, RESPECTIVELY FOR THE CONVEYANCE OF SPECIFIED PROPERTIES ACQUIRED THROUGH THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP1), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY ATTORNEY'S REAPPOINTMENT OF JENNIFER NICOLE BROWN, JEFF P. H. CAZEAU, REGINE MONESTIME, OLIVIA S. BENSON, QUENTIN E. MORGAN AND MIMI V. TURIN, TO SERVE AS SPECIAL MASTERS FOR TWO (2) YEAR TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)

(L) RESOLUTION(S)

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

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(P) ADJOURNMENT

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

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

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

MEMORANDUM

TO: CITY OF MIAMI GARDENS
ATTN. DR. DANNY CREW, CITY MANAGER

FROM: J. KEVIN LAWLER, N-K VENTURES LC

SUBJECT: REDIRECTION OF EFFORT – CITY HALL COMPLEX AND CONCURRENT PRIVATE DEVELOPMENT

DATE: MAY 5, 2011

Executive Summary

On April 13, 2011, the City Council authorized the termination of a previously approved Development Services Agreement (“DSA”) with Miami Gardens Town Center LLC-LT Enterprises LLC Joint Venture (“the Developers”).

The City Council also expressed to the Developers an interest in continuing to explore their services in conjunction with new, conceptual development plans on the 7 acre Cornerstone property, including a Performing Arts Center component. Over the last several weeks discussions and negotiations were held with the Developers. These discussions have not resulted in a proposal that is timely or advantageous to the City at this time.

It is therefore recommended the City cease further consideration of a new or modified DSA with the Developers. It is also recommended the City staff exclusively focus on an on time, on budget delivery of the City Hall Complex for the present, and revisit the objective of redevelopment in the Town Center area, once construction of the City Hall Complex is well underway.

Specific Recommendations

1. Construction Management Services.

Recommendation: Direct the Manager to dedicate staff for full coverage of the construction management cycle – pre-construction through building commissioning. Enable the Manager to secure outside resources to complement staff needs, specifically for external permitting and a full time on-site construction manager with administrative support.

2. Construction Contract.

Recommendation: Direct the Manager and staff to expeditiously proceed with getting a construction bid package ‘on the street’ and expedite the selection/negotiation process.

3. Private Development (Cornerstone property).

Recommendation: Strongly encourage Mr. Lucas’ group to proceed with refining their development plans. Offer them the opportunity to join the City’s initiative to vacate the current DRI in an equitable, cost-sharing arrangement. Offer them the opportunity to re-engage the City in a joint development arrangement, once their plans for a Performing Arts Center have firmed up, and they are ready to initiate development.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
(Enter X in box)							
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/>	N/A			
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
Sponsor Name	Mayor Shirley Gibson		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ADOPTING A FACILITY USAGE POLICY FOR CITY STAFF AND MEMBERS OF THE CITY COUNCIL AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Since the opening of the new Betty T. Ferguson Recreational Complex in late September, there has been growing demand for use of the various rental spaces within the center by both the public and by City staff. The Center has an operating budget of \$1.5M for FY-10-11. While it cannot be reasonably expected that the Center’s operation will be self-sufficient, it is critical that the City maximize the financial opportunities available to curtail any operating deficit.

**ITEM K-1) CONSENT AGENDA
RESOLUTION
BTF Recreational Complex
Facility Usage policy by Staff and Council**

The City does not have another recreational facility of this size and type. As a result, Staff had no rental demand history to review in order to make projections of anticipated rental use of the Recreational Complex. The rental history over the first six (6) months has been reviewed in order to establish appropriate policies regarding City staff usage.

Current Situation

Shortly after the opening of the facility, an informal policy was established for occasional departmental use in order to appropriately manage expectations by City staff. This policy allowed each department to host six (6) meetings per year at the Recreational Complex. This would also provide meeting participants exposure to the facility in hopes that memberships could be gleaned as a result of visual tours of the facility.

Additionally, there have also been a number of requests for space rental by Council Members. There is currently no policy for such use; however, due to an increasing demand for usage by the residents, Staff believes that City Council should address the issue and establish such a policy. Attached is a summary of the city held meetings and events at the Recreational Complex since its opening.

Types of Usage

There are generally two types of uses that the Complex can host. The first is as a meeting venue. In this scenario, the set up of tables and chairs is typically provided by the staff. If light snacks are provided, or if special decorations are required, it is the responsibility of the host department to purchase these items and bring them to the venue. Additionally, the host department is responsible for general clean-up of the space used to bring it back to the condition in which it was found.

The second type of usage is of an event nature. With this usage, Staff is heavily involved. It usually involves Staff setting up and breaking down tables and chairs and performing after-use clean-up. It also involves coordinating with outside vendors (food, services, entertainment, etc). These types of events require intensive coordination and planning and constitute a major commitment of time and effort.

It should be noted that over the past six (6) months, there has been very little scheduling conflict between meeting venue usage and paying requests for the use of meeting rooms. Conversely, for event usage, Staff has observed that a modest stream of rental revenue has been lost as a result of bookings of the auditorium space by City Staff.

Because of what has been learned about the facility usage and public demand, Staff recommends the following revised policy:

- Each department will be allowed up to 4 meetings per year with departmental staff providing their own labor for clean-up
- Each department will also be permitted to have 1 event per year where Center Staff will provide support (such as a professional luncheon, departmental get-together/event, or public-oriented event). While Center Staff will provide additional labor and coordination, the individual department will be responsible to fund the cost of the event (room rental fee will not be charged)

As before, if the event is sponsored (paid for) by an outside agency, group or individual, the event will not be counted against the department's allotment of free usage. Weekend demand by the general paying public is high and growing. All weekend usage must be "sponsored" and paid for by an outside source and will compete with the general public's demand on a first-come, first-serve basis. Exceptions must be approved by the City Manager for good cause and for City business.

Proposed Council Policy

Staff recommends that following policy for use of the Recreational Complex by Council:

- Each Council member will be permitted to have up to 4 meetings per year (set up and tear down of tables and chairs will need to be coordinated through Staff and use Center resources)
- Each Council member will be permitted to have 3 events per year (staff will provide support, however funding for food and other necessities would still come from individual Council expense accounts)

It is noted that while the Betty T. Ferguson Recreation Complex schedule is being adjusted to be open 6 days per week, the rental of the meeting and event space is available every day of the year (365 days). The proposed City Staff usage policy (which includes City Council), will amount to a maximum of 84 meeting dates and 35 event dates available for City sponsored functions.

Proposed Action:

That the City Council approve the resolution that outlines the policy governing the use of the Betty T. Ferguson Recreational Complex by City Staff and Council.

Attachment:

Attachment: Summary of City held meetings & events

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA ADOPTING A FACILITY USAGE
5 POLICY FOR CITY STAFF AND MEMBERS OF THE CITY
6 COUNCIL AT THE BETTY T. FERGUSON RECREATIONAL
7 COMPLEX; PROVIDING FOR THE ADOPTION OF
8 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
9

10 WHEREAS, since opening in September 2010, the Betty T. Ferguson
11 Recreational Complex (“Center”) has experienced a growing demand for the use of
12 various rental spaces, and

13 WHEREAS, the Center has an operating budget of One Million Five Hundred
14 Thousand Dollars (\$1,500,000.00) for fiscal years 2010-2011, and

15 WHEREAS, an informal policy was established to allow each City department to
16 host six (6) meetings per year at the Center, and

17 WHEREAS, there is currently no usage policy for members of the City Council,
18 and

19 WHEREAS, due to an increasing demand for facility rentals by the paying public,
20 a formal usage policy should be adopted, and

21 WHEREAS, it is proposed that each City department be allowed to host four (4)
22 meetings and one (1) event per year at the Center, and

23 WHEREAS, it is recommended that each member of the City Council be
24 permitted to host four (4) meetings and three (3) events at the Center per year, and

25 WHEREAS, it is further recommended that weekend usage at the Center be
26 reserved for paid facility rentals by the public,

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: ESTABLISHMENT OF POLICY: The City Council of the City of
33 Miami Gardens hereby establishes a facility usage policy for City staff and members of
34 the City Council for space rental at the Betty T. Ferguson Recreational Complex.

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

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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: MAYOR SHIRLEY GIBSON

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Moved by: _____

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VOTE: _____

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

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66	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
67	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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City Held Meetings & Events

Date	Time	Department	Contact	Room	Event	Rental Fee	# of Hours	Total
10/26/2010	9a-12	Public Works	Mike Gambino	BoP - F	Public Works Forum	\$100.00	3	\$300.00
11/9/2010	8a-4p	City Clerk	Ronetta Taylor	BoP - A	Passport Training	\$50.00	8	\$400.00
11/10/2010	8a-4p	City Clerk	Ronetta Taylor	BoP - A	Passport Training	\$50.00	8	\$400.00
11/16/2010	9a-1p	Community Out.	Lillie Odum	Gymnasium	Community Safety Forum	\$60.00	4	\$240.00
11/16/2010	8a-12	Council	Julie-Ann Smith	BoP - F	Council Meeting/Breakfast	\$100.00	4	\$400.00
11/19/2010	9a-2p	Public Works	Tom Ruiz	Auditorium	Pulic Works Forum	\$90.00	5	\$450.00
12/2/2010	8a-2p	General Services Administration	Antranette Pierre	Auditorium	GSA Small Business Event	\$90.00	6	\$540.00
1/10/2011	3p-8p	City Manager	Vernita Nelson	Auditorium	City Mng Town Hall Mtg	\$150.00	5	\$750.00
1/13/2011	3p-9p	Events/Media	Stephanie Seaz	Auditorium	Poetry Contest	\$150.00	6	\$900.00
1/22/2011	10a-12	Council	Renee Critchon	Auditorium	Gilbert Town Hall on Water	\$90.00	2	\$180.00
1/25/2011	12-2p	Council	TyShek	Auditorium	A Williams Silver Sneakers Event	\$150.00	2	\$300.00
2/10/2011	830a-6p	PRD	Kara Petty	Auditorium	FRPA Southeast Region	\$75.00	8	\$600.00
2/10/2011	830a-6p	PRD	Kara Petty	Hibiscus	FRPA Southeast Region	\$30.00	8	\$240.00
2/10/2011	830a-6p	PRD	Kara Petty	BoP	FRPA Southeast Region	\$85.00	8	\$680.00
2/10/2011	830a-6p	PRD	Kara Petty	Gardenia	FRPA Southeast Region	\$20.00	8	\$160.00
2/14/2011	12-2p	Council	TyShek	Auditorium	Valentines Day Luncheon	\$95.00	1.5	\$142.50
2/25/2011	12-3p	Community Out.	Lillie Odum	Gymnasium	Annual Heritage Luncheon	\$65.00	3	\$195.00
3/2/2011	8a-12n	Procurement	D Rosemond	Auditorium	Small Business Expo	\$95.00	4	\$380.00
3/17/2011	3p-9p	Council	Shaneika Harvey	Auditorium	Bid Whist Tourn.	\$155.00	6	\$930.00
3/24/2011	5p-9p	City Clerk	Ronetta Taylor	Auditorium	Citizen Workshop	\$155.00	4	\$620.00
3/25/2011	5p-9p	Code	Octavia Taylor	Auditorium	Property Maintenance Expo-Setup	\$155.00	4	\$620.00
3/26/2011	9a-1p	Code	Octavia Taylor	Auditorium	Property Maintenance Expo	\$155.00	4	\$620.00
3/29/2011	8a-4p	Council	Oliver Gilbert	Auditorium	Job Fair	\$95.00	8	\$760.00
4/2 - 12/3	9a-12n	Council	Oliver Gilbert	Hibiscus	100 Black Men Mtg	\$45.00	27	\$1,215.00
4/8/2011	8a-5p	City Clerk	Ronetta Taylor	Auditorium	SE City Clerk Mini Academy	\$95.00	9	\$855.00
4/9/2011	9a-4p	Council	TaShek	Auditorium	Andre Williams Event	\$155.00	7	\$1,085.00
4/18/2011	4p-10p	Events/Media	Stephanie Seaz	Auditorium	Miss CMG Pageant	\$155.00	6	\$930.00
4/19/2011	930a-12n	Planning	Yoder	BoP - Full	Consolidated Plan - CD	\$95.00	2.5	\$237.50
4/22/2011	6p-12a	Events/Media	T Mullings	Auditorium	Game Night - Fundraiser	\$155.00	6	\$930.00
4/29/2011	6p-8a	Events/Media	T. Mullings	Track	Relay-4-Life Walk	\$45.00	14	\$630.00
5/5/2011	1p-8p	Public Works	Claudelle Joseph	Auditorium	Trashion Show	\$95.00	7	\$665.00
5/6/2011	9a-1p	Council	Hilary	Auditorium	Jr Council Forum	\$95.00	4	\$380.00
5/19/2011	830a-230	Community Dev.	Antranette Pierre	Auditorium	Kids of KAPOW	\$95.00	6	\$570.00
5/28/2011	5p-8p	Council	TaShek	Auditorium	Fair Housing Event	\$155.00	3	\$465.00
5/30/2011	7a-12p	Council	Ula Zucker	Auditorium	Mayors Breakfast	\$155.00	5	\$775.00
6/5/2011	5p-8p	Community Out.	Lillie Odum	Auditorium	Elderly Affairs Fashion Show	\$155.00	3	\$465.00
11/22/2011	12-4p	Council	TaShek	Auditorium	Williams Event	\$155.00	4	\$620.00

Grand Total \$20,630.00



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	May 11, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	<i>MPO Transportation Enhancement Grant</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: Enhance overall quality of life for residents and businesses of CMG. 2.2 Prioritize 22 zones for sidewalk repairs in the entire city.			
	X						
Sponsor Name	Danny Crew, City Manager		Department:	Planning and Zoning			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION YEAR 2011 TRANSPORTATION ENHANCEMENT PROGRAM (“TEP”) GRANT AND TO TAKE ANY ALL STEPS NECESSARY TO RECEIVE GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Miami-Dade Metropolitan Planning Organization (MPO) has issued its Year 2011 Transportation Enhancement Program (TEP) funding cycle solicitation that includes an application and guidelines. The projects prioritized in this cycle will be programmed in the MPO’s 2015 Transportation Improvement Program (TIP). Completed applications are due on Friday, June 3, 2011. The TEP is an element of the Federal Highway Administration’s Surface

**ITEM K-2) CONSENT AGENDA
RESOLUTION
2011 Transportation Enhancement Program**

Transportation Program that provides funds for the development of “non-traditional” transportation projects. Applications may be submitted by municipal government or any other county, state or federal governmental body.

Current Situation

As an overall goal, the City’s Comprehensive Plan calls for connecting our parks and schools with a system of sidewalks and trails. As a part of that goal of connectivity, a proposal is being outlined to apply for the TEP funds for A Recreational Trail Enhancement and Safety Program specific to Trail Phase 2 West Side Blueway Trail as adopted in the City’s Recreational Trails Master Plan. This project will construct a City sidewalk/trail and also implement the City’s Recreational Trails Master Plan by providing connectivity from Trail Phase I from Carol City Elementary School and Audrey King Park (formerly Carol Park) to Barbara Hawkins Elementary School/Carol City Middle School/Risco Park. The project is to be located in public rights-of-way and will not actually be located on School Board property which includes Risco Park. This project will be coordinated between the Planning & Zoning Department, Parks and Recreation Department, Capital Projects Department, Public Works Department and the School Board. A project location map is attached.

Analysis

There would be no impact on City resources if TEP Funds were awarded

Proposed Action:

Staff recommends that City Council adopt a resolution to authorize the City Manager to submit an application to the Miami-Dade Metropolitan Planning Organization for the TEP funds for the proposed Recreational Trail Enhancement and Safety Program.

Attachment:

Attachments:

1. State of Florida Department of Transportation Sample Application for Transportation Enhancement Projects
2. Transportation Enhancement Selection and Prioritization Criteria for the Miami Urbanized Area MPO
3. Miami Gardens Project Location Map

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER TO APPLY FOR THE MIAMI-DADE METROPOLITAN
6 PLANNING ORGANIZATION YEAR 2011 TRANSPORTATION
7 ENHANCEMENT PROGRAM (“TEP”) GRANT AND TO TAKE ANY
8 ALL STEPS NECESSARY TO RECEIVE GRANT FUNDS;
9 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
10 PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, Miami-Dade Metropolitan Planning Organization (“MPO”) has issued
13 its Year 2011 Transportation Enhancement Program (“TEP”) funding cycle solicitation,
14 and

15 WHEREAS, the TEP is an element of the Federal Highway Administration’s
16 Surface Transportation Program which provides funds for the development of non-
17 traditional transportation projects, and

18 WHEREAS, City staff recommends applying for the TEP grant to complete the
19 second phase of the City’s Recreational Trail Enhancement and Safety Program, and

20 WHEREAS, sidewalks and trail enhancements will be constructed under the
21 City’s proposed program, and

22 WHEREAS, an approved Resolution is required upon submission of the grant
23 application,

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

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

29 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
30 hereby authorizes the City Manager to apply for the Miami-Dade Metropolitan Planning

31 Organization Year 2011 Transportation Enhancement Program ("TEP") Grant. The City
32 Manager is further authorized to take any and all steps necessary to receive grant
33 funds.

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

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

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SHIRLEY GIBSON, MAYOR

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45 **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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61 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
62 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
63 Councilman David Williams Jr.	_____ (Yes)	_____ (No)
64 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
65 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
66 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
67 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SAMPLE APPLICATION FOR TRANSPORTATION
ENHANCEMENT PROJECTS**

3/2011
Page 1 Of 3

Project Title: _____

Project Sponsor (municipal, county, state, or federal agency, or tribal council):

Contact _____ Title _____

Address _____

Phone _____ FAX _____

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Enhancement Activities:

Check the enhancement activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria listed for that activity in Appendix A of FDOT Procedure #525-030-300, Transportation Enhancement Projects).**

- _____ Provision of facilities for pedestrians and bicycles
- _____ The provision of safety and educational activities for pedestrian and bicyclists
- _____ Acquisition of scenic easements and scenic or historic sites
- _____ Scenic or historic highway programs, (including the provision of tourist and welcome center facilities)
- _____ Landscaping and other scenic beautification
- _____ Historic preservation
- _____ Rehabilitation of historic transportation buildings, structures or facilities (including historic railroad facilities and canals)
- _____ Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails)
- _____ Control and removal of outdoor advertising
- _____ Archaeological planning and research
- _____ Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
- _____ Establishment of transportation museums

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Describe the proposed project.
- (b) Describe how the proposed project is related to the intermodal transportation system by either function, proximity or impact. (One or more may apply).
- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual** (topic no. 525-010-300).
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

What is the total estimated cost of the work requested to be funded as an enhancement project through this application?

Planning Activities. \$ _____

Project Development and Environmental Studies. \$ _____

Engineering and Final Plans Preparation Work. \$ _____

Right of Way Acquisition. \$ _____

Construction. \$ _____

Construction Engineering and Inspection Activities. \$ _____

Other. (Describe) \$ _____

TOTAL: \$ _____

How will the project be funded?

FDOT Enhancement Funds \$ _____ + Local \$ _____ = Total \$ _____

FDOT Enhancement Funds _____% + Local _____% = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by _____,
(municipal, county, state or federal agency, or tribal council)
and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

This project will be administered using the department's Local Agency Program (check one) yes _____ no _____

FOR FDOT USE ONLY	
	YES NO
Application Complete	
Project Eligible	
Implementation Feasible	
Include in Work Program	_____

Signature _____

Name (please type or print) _____

Title _____

Date _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172-5800

OFFICE OF THE
SECRETARY

March 2, 2011

Irma San Roman, Acting Director
Miami-Dade Metropolitan Planning Organization
111 NW 1 Street, Suite 920
Miami, FL 33128

Subject: Transportation Enhancement Program Application Cycle

Dear Ms. San Roman:

The purpose of this letter is to announce the Transportation Enhancement Program application cycle for this year. The District will have approximately \$4 million available for programming in FY 2015. Currently, enhancement funds are committed to projects through FY 2014. The enhancement program is an element of the Federal Highway Administration's Surface Transportation Program. Following is a list of project types that can be funded with enhancement funds:

- 1) Provision of facilities for pedestrians and bicycles.
- 2) Safety and educational activities for pedestrians and bicyclists.
- 3) Acquisition of scenic easements and scenic or historic sites.
- 4) Scenic or historic highway programs.
- 5) Landscaping and scenic beautification.
- 6) Historic preservation.
- 7) Rehabilitation of historic transportation buildings, structures, or facilities
- 8) Preservation of abandoned railway corridors, and conversion to trails.
- 9) Control and removal of outdoor advertising.
- 10) Archaeological planning and research.
- 11) Environmental mitigation for highway run-off, or vehicle caused wildlife mortality.
- 12) Establishment of transportation museums.

The transportation enhancement program is administered through the FDOT District 6 Planning Office, who will work with the MPO to solicit and review applications. This year we are requesting a modification of the MPO application process whereby all applicants would make a presentation to the District Scoping Committee prior to the MPO finalizing their prioritization.

This letter also serves as our request that you allow the MPO staff to work cooperatively with our District Planning Office to incorporate the following process improvements into the MPO's application materials and ranking process.

- 1) Require applicants to report previous funding awards in their applications, and also report progress made in using those funds toward project completion.

Ms. Irma San Roman

March 2, 2011

Page 2

- 2) Identify in the application, all cases where funding was deferred to subsequent fiscal years, how many times this has happened, and why.
- 3) Require applicants to present their project applications at the District 6 Scoping Committee. This will be done early in the process in order to allow the District to provide feedback to the MPO prior to the final ranking recommendation of the MPO. The timing of these presentations will be coordinated with the MPO based on the application cycle schedule.
- 4) After receiving the MPO's final ranking, the District Scoping Committee will provide a project ranking/prioritization recommendation to the District Secretary.

Thank you for your ongoing partnership with the Department in implementing these important projects. Please contact Harold Desdunes at 305-470-5464 if you have any questions.

Sincerely,



Gus Pego, P.E.
District Secretary

Cc: Harold Desdunes, P.E., Director of Transportation Development
Debra Rivera, P.E., Director of Transportation Operations
Gary Donn, P.E., Director of Transportation Support
Aileen Boucle, Planning and Environmental Management Office
David Henderson, Miami-Dade MPO
Phil Steinmiller, Planning and Environmental Management Office



City of Miami Gardens

Recreational Trails Master Plan

- Corporate Boundary
- Major Roadways
- Local Streets
- Water
- Municipal Park
- Miami-Dade County Facility

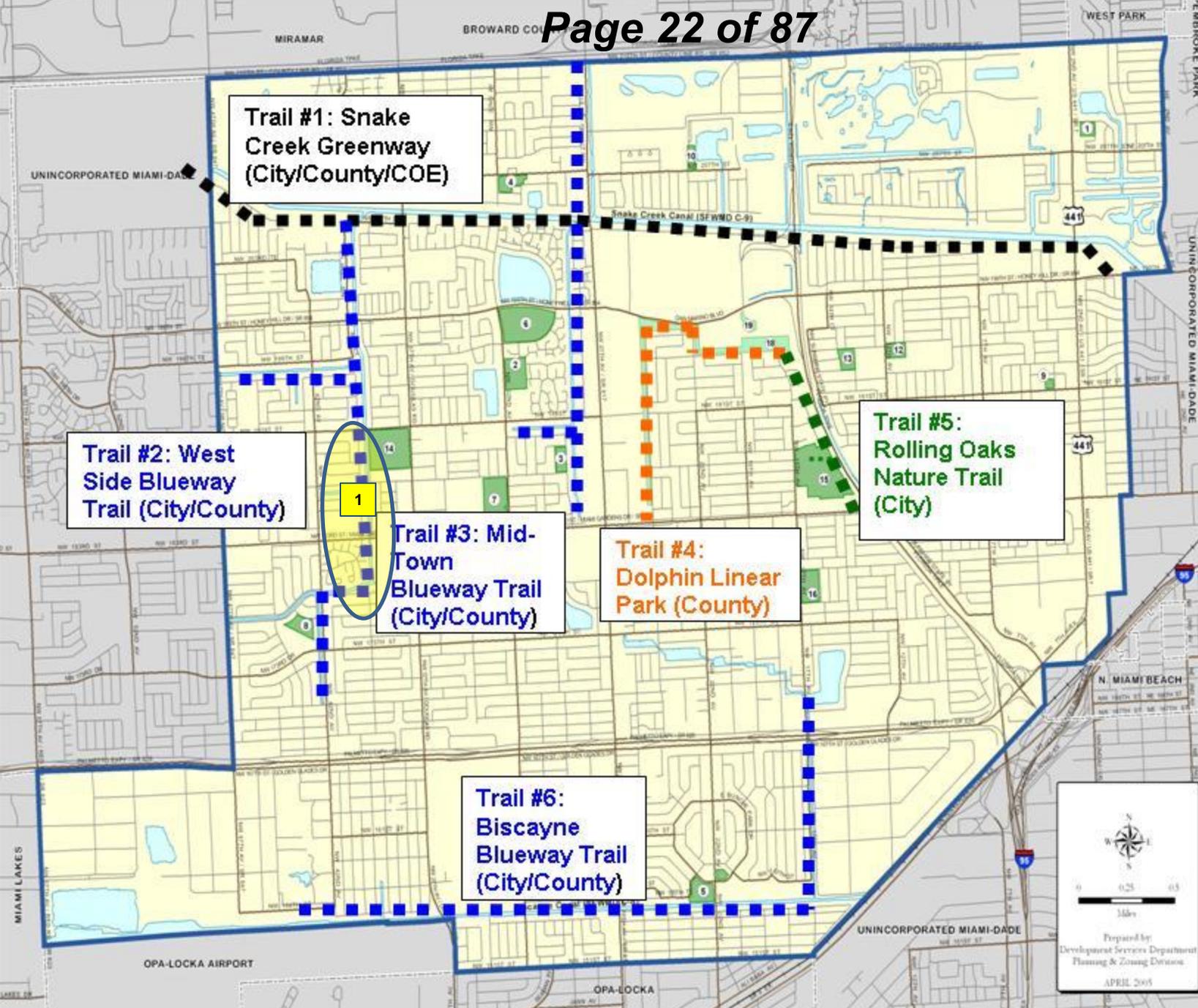
Municipal Parks:

1. Andover Park
2. Brentwood Park
3. Brentwood Pool
4. Bucanecer Park
5. Bunche Park & Pool
6. Carol City Community Center
7. Miami Carol City Park
8. Carol Park
9. Cloverleaf Park
10. Lake Lucerne Park
11. Myrtle Grove Park & Pool
12. North Dade Optimist Park
13. Norwood Park
14. Risco Park
15. Rolling Oaks Park
16. Scott Park
17. Vista Verde Park

Miami-Dade County Facilities

18. Library Walking Trail
19. Scrub Oak Preserve

1 TEP Proposal
Risco Park
Proposal



Prepared by:
Development Services Department
Planning & Zoning Division
APRIL 2005

DISCLAIMER:
Every attempt has been made to ensure the accuracy of this map. This map is not to be construed as a survey instrument. The City of Miami Gardens does not assume any liability arising from the use of this map. Users of this map should consult the planning & zoning division for verification of information provided on this map.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #: N/A	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Danny Crew, City Manager		Department:	Capital Improvement Projects			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN WARRANTY DEED TO MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR THE CONVEYANCE OF REAL PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO TO OBTAIN FINAL PLAT APPROVAL FOR THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Staff is completing the process to secure the Final Plat for the Miami Gardens Community Center project (renamed the Betty T. Ferguson Recreational Complex). The land that the facility sits on was divided into separate parcels when turned over to the City by Miami Dade County Parks Department in 2003.

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Warranty Deed**

To complete the construction of this project and satisfy all developmental requirements for the site, Miami Dade County requires the City to reconfigure the assemblage of land to form a contiguous plat, excluding the portion of real estate where Miami Dade Water and Sewer Department owns and operates Pump Station # 373.

Current Situation

To date, the City has provided all documentation required by Miami Dade County to support the Final Plat Recordation. The last Item Miami Dade requires is the execution of a Warranty Deed to convey the property, where Pump Station #373 is currently located, to the County (exact location is described in Attachment A).

The impact to the City operations is minimal. Currently, City staff provides grounds maintenance around the Pump Station.

Proposed Action:

Staff is recommending approval of the resolution to execute and issue a Warranty Deed to Miami Dade County Water and Sewer Department as identified in the attachments.

Attachment:

Attachment A - Warranty Deed for Pump Station 373

Attachment B – Executed Grant of Easement Recordation (as background depicting the parcel in question with the full legal description of the pump station site)

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 TO EXECUTE THAT CERTAIN WARRANTY DEED
6 TO MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
7 FOR THE CONVEYANCE OF REAL PROPERTY MORE
8 PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
9 HERETO TO OBTAIN FINAL PLAT APPROVAL FOR THE BETTY
10 T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR
11 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
12 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
13 EFFECTIVE DATE.
14

15 WHEREAS, City staff in the final stages of securing final plat approval for the
16 Betty T. Ferguson Recreational Complex ("BTFRC") with Miami-Dade County, and

17 WHEREAS, to satisfy all development requirements for the BTFRC site, the City
18 is required to reconfigure the assemblage of land located on the site to form a
19 contiguous plat, and

20 WHEREAS, the new plat will exclude the portion of land where Miami-Dade
21 County Water and Sewer Department owns and operations Pump Station #373, and

22 WHEREAS, to complete this process, it is now necessary for the City to execute
23 a warranty deed to convey the portion of land where the water pump is located to
24 Miami-Dade County Water and Sewer Department,

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 execute that certain warranty deed to Miami-
32 Dade County Water and Sewer Department for the conveyance of real property more

33 particularly described in Exhibit "A" attached hereto to obtain final plat approval for the
34 Betty T. Ferguson Recreational Complex.

35 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
36 authorized to obtain one (1) fully executed Warranty Deeds for recording with one (1)
37 copy to be maintained by the City, and one (1) to be delivered to Miami-Dade County.

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

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
41 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)

Tax Folio Number: 34-2104-001-0030
Agmt ID: 19596
"Carol City Community Center"



CFN 20090158303
OR Bk 26774 Pgs 1515 - 1519 (5pgs)
RECORDED 03/04/2009 11:38:11
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

GRANT OF EASEMENT

Reserved for Clerk of Courts

THIS INDENTURE, made this 19 day of FEBRUARY, 2009, between CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida, whose mailing address is 1515 N.W. 167th Street, Building 5, Suite 200, Miami Gardens, Florida 33189, hereinafter called GRANTOR, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, hereinafter called GRANTEE:

WITNESSETH

THAT, the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant, to the GRANTEE, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, including but not limited to fire hydrants, and/or sewage transmission and collection facilities and all appurtenant equipment, including the right to remove or demolish, with no obligation to repair or replace same, any obstructions including pavers as may be necessary to carry out any right granted herein, and with full right of ingress thereto and egress therefrom on the property of the GRANTOR described as follows, to wit:

See composite Exhibit "A" attached

THE GRANTOR does hereby fully warrant that it has good title to the above-described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, the GRANTOR by its proper officials has hereunto set its hands and seals the year and day first above written.

ATTEST:

By:

Ronetta Taylor
Signature

Ronetta Taylor, CMC,
City Clerk

(SEAL)

CITY OF MIAMI GARDENS, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

By:

Shirley Gibson
Signature

Shirley Gibson,
Mayor

(SEAL)

Approved for legal form and sufficiency:

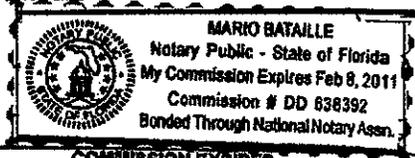
Sonya K. Dickens
City Attorney

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 24th day of FEBRUARY, 2009 by Shirley Gibson, as Mayor, and Ronetta Taylor, CMC, as City Clerk, of City of Miami Gardens, a Florida municipal corporation of the State of Florida. They are personally known to me did not take any oath.

M. Bataille
NOTARY PUBLIC
MARIO BATAILLE
PRINT NAME



This instrument prepared by
Michael Suchogorski, New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33233-0316

5

CC# 1709

RECEIVED
JUL 14 2003

27003-51

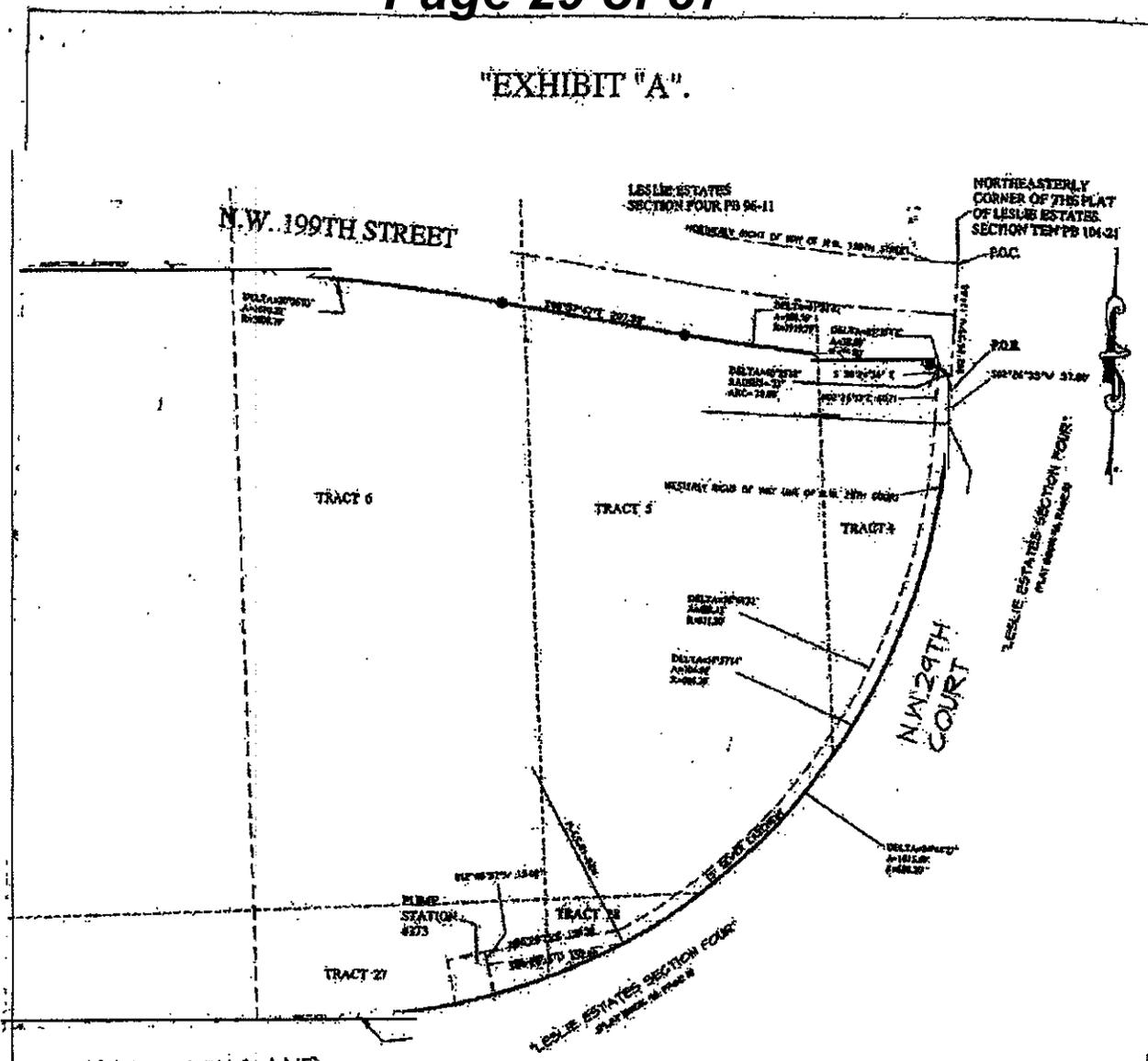
EXHIBIT "A"

LEGAL DESCRIPTION FOR A SEWER EASEMENT AT THE CAROL CITY COMMUNITY PARK

A portion of Tracts 4, 5, 27 and 28 of MIAMI GARDENS, according to the Plat thereof recorded in Plat Book 2, at Page 96 of the Public Records of Miami Dade County, Florida; more particularly described as follows: Commence at the intersection of the Northerly Right-of-Way line of N.W. 199th Street and the Westerly Right-of-Way line of N.W. 29th Court as said Street and Court are shown on the plat of LESLIE ESTATES SECTION FOUR, according to the plat thereof recorded in Plat Book 96, at Page 11, of the Public Records of Dade County, Florida; said point also being the Northeasterly corner of the plat LESLIE ESTATES SECTION TEN, according to the plat thereof recorded in Plat Book 104, at Page 21, of the Public Records of Dade County, Florida; thence run the following courses and distances along the boundary line of said LESLIE ESTATES SECTION FOUR: S02°26'35"W along the Easterly boundary line of said LESLIE ESTATES SECTION TEN for 134.65 feet to the Point of Beginning of the Sewer Easement herein described; thence from the above established Point of Beginning continue S02°26'35"W for 37.80 feet (along the Westerly Right of Way line of Northwest 29th Court) to a point of curvature of a circular curve to the right; thence to right along said curve (and continue along the said Westerly Right of Way line of Northwest 29th Court), having for its elements the radius of 686.20 feet and a central angle of 58°57'14" for an arc distance of 706.06 feet to a non tangent point having a bearing to the radial point of N 28°48'53"W; thence S 80°20'15" W, for a distance of 152.00 feet; thence N 12°48'57" W, for a distance of 15.02 feet; thence N 80°20'15" E, for a distance of 150.30 feet to a non tangent point of a circular curve to the left having a central angle of 58°44'32" and a radius of 671.20 feet; thence northeasterly along the arc of said curve to the left, for a distance of 688.15 feet to the point of tangency (this arc run 15 feet from and parallel to the west with the westerly right of way line of Northwest 29th Court); thence N 02°26'13" E, for a distance of 60.71 to the intersection with the property line of the Carol Community Center Park according to the Boundary Survey done by the Park And Recreation Department on May 05, 2003; being a non tangent point of a curve to the right having a bearing to the radial point of S 50°24'36" E, a central angle of 66°25'18", a radius of 25.00 feet; thence southeasterly along the arc of said curve, for a distance of 28.98 feet to the Point of Beginning. Having 13,539 sq/ft. more or less.

Carlos Silva P.M.S. 3630
Miami Dade County Parks & Recreation
275 NW 2nd Street, 4th Floor
Miami, Florida 33128
Phone: 305-755-7837
Date: 06-05-2003

"EXHIBIT "A".



NOTES:

- 1- THIS IS NOT A BOUNDARY SURVEY.
- 2- The bearings shown hereon are based on an assumed meridian along the Westerly Right of Way line of N.W. 29th Court, Miami Dade County East as shown.
- 3- P.O.C. denotes point of commencement.
- 4- P.O.B. denotes point of beginning.
- 5- Delta denotes central angle.
- 6- Δ denotes Arc.
- 7- R denotes Radius.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

References:

- 1- Miami Dade County Parks & Recreation Department Carol City Community Center Boundary Survey dated 5-15-2003.
- 2- Plat of MIAMI GARDENS Plat Book 2 Page 96
- 3- Plat of LESLIE ESTATES SECTION FOUR Plat Book 96 Page 11.
- 4- Plat of LESLIE ESTATES SECTION TEN Plat Book 104 Page 21

MIAMI DADE
 PARKS AND RECREATION
 DATE: 06-04-2003 SCALE: NOT TO SCALE
 ER: _____ Page 2 of 2.

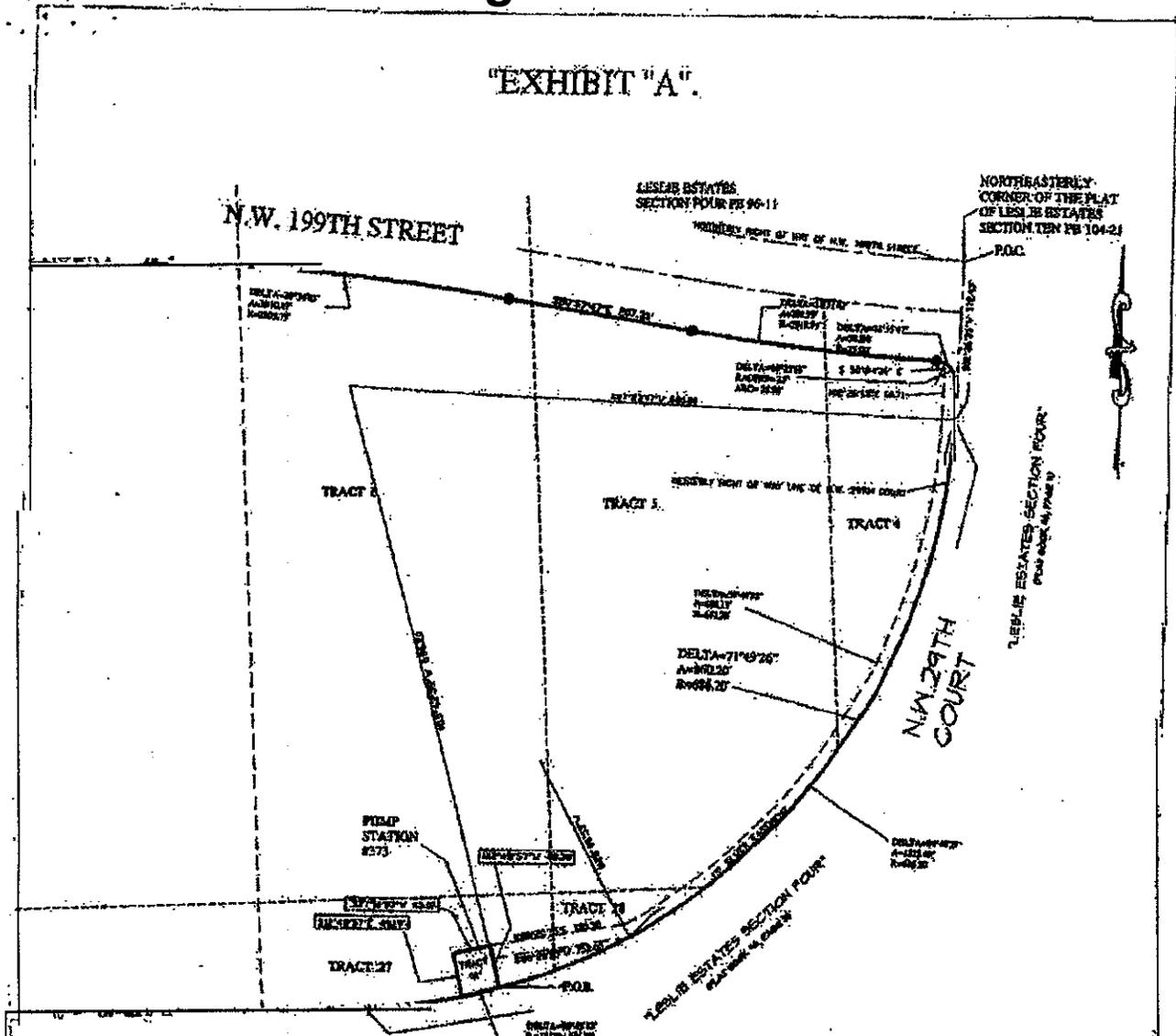
CC#31701
RECEIVED
JUL 14 2003
27DC3-5.1

EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT "A" FOR LIFT STATION # 373.

A portion of Tract 27 of MIAMI GARDENS, according to the Plat thereof recorded in Plat Book 2, at Page 96 of the Public Records of Miami Dade County, Florida; more particularly described as follows: Commence at the intersection of the Northerly Right-of-Way line of N.W. 199th Street and the Westerly Right-of-Way line of N.W. 29th Court as said Street and Court are shown on the plat of LESLIE ESTATES SECTION FOUR, according to the plat thereof recorded in Plat Book 96, at Page 11, of the Public Records of Dade County, Florida; said point also being the Northeasterly corner of the plat LESLIE ESTATES SECTION TEN, according to the plat thereof recorded in Plat Book 104, at Page 21, of the Public Records of Dade County, Florida; thence run the following courses and distances along the boundary line of said LESLIE ESTATES SECTION FOUR: S02°26'35"W along the Easterly boundary line of said LESLIE ESTATES SECTION TEN for 172.45 feet to a point of curvature of a circular curve to the right; thence to right along said curve (and along the Westerly Right of Way line of Northwest 29th Court), having for its elements the radius of 686.20 feet and a central angle of 71°49'26" for an arc distance of 860.20 feet to the Point of Beginning of the herein described Tract "A", and a non tangent point on said curve, having a bearing to the radial point of N 15°43'59"W; thence N 12°48'57" W, for a distance of 48.38 feet; thence S 77°11'03" W, for a distance of 45.07 feet; thence S 12°48'57" E, for a distance of 49.19 feet to a non tangent point of a circular curve to the left (which point lies at the intersection with the said Westerly Right of Way line of N.W. 29th Court) having a central angle of 03°45'52" and a radius of 686.20 feet; thence northeasterly along the arc of said curve to the left, for a distance of 45.09 feet to the point of Beginning. Having 2,211 sq. ft more or less.

Carlos Silva P.M.S. 3630
Miami Dade County Parks & Recreation
275 NW 2nd Street, 4th Floor
Miami, Florida 33128
Phone: 305-755-7837
Date: 06-05-2003



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. The Bearings shown hereon are based on an assumed meridian along the Westerly Right of Way line of N.W. 29th Court, Miami Dade County East as shown.
3. P.O.C. denotes point of commencement.
4. P.O.B. denotes point of beginning.
5. Delta denotes central angle.
6. A denotes Arc.
7. R denotes Radius.

References:

1. Miami-Dade County Parks & Recreation Department Carol City Community Center Boundary Survey dated 3-15-2003
2. Plat of MIAMI GARDENS Plat Book 2 Page 96
3. Plat of LESLIE ESTATES SECTION FOUR Plat Book 96 Page 11.
4. Plat of LESLIE ESTATES SECTION TEN Plat Book 104 Page 21

MIAMI DADE
PARKS AND RECREATION
DATE: 06-04-2003 SCALE: NOT TO SCALE
ED: _____ Page 2 of 2.

WARRANTY DEED
PUMP STATION # 373

DS#:

THIS WARRANTY DEED made and executed the _____ day of _____, A.D. 2011, by **CITY OF MIAMI GARDENS**, a municipal corporation of the State of Florida and having its principal place of business at: **1515 N.W. 167th Street, Building 5, Suite 200, Miami Gardens, Florida 33169**, hereinafter called **GRANTOR** to Miami- Dade County, a Political Subdivision of the State of Florida, whose post office address is: **c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316**, hereinafter called the **GRANTEE**:

WITNESSETH: That the **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the **GRANTEE**, all that certain land situated in Dade County, Florida legally described as:

See Exhibit "A" attached hereto

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Reserved for Circuit Court

AND the **GRANTOR** hereby covenants with said **GRANTEE** that it is lawfully seized of land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances

IN WITNESS WHEREOF, the **GRANTOR** caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSETH:

Signature

CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida

Print name

Signature

Print name

By: _____ (SEAL)
Signature
_____, Secretary
Print name

By: _____ (SEAL)
Signature

Print name

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____, who is personally known to me or have produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

SERIAL NUMBER

PRINT NAME

This instrument prepared by Miami Dade Water and Sewer Dept. 3575 S. Le Jeune Rd., Miami, Fl.

LEGAL DESCRIPTION

Tract "B" of **CAROL CITY COMMUNITY CENTER**, according to the plat thereof, as recorded in Plat Book , at Page , of the Public Records of Miami-Dade County, Florida; a/k/a Tract "A" for Lift Station # 373, as described and recorded in Official Records Book 26774, Pages 1515 thru 1519, of the Public Records of Miami-Dade County, Florida.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	Community Development Block Grant Funds (CDBG)		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
				X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	YES		
		X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
	X					
Sponsor Name	Danny Crew. City Manager		Department:	Community Development		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING RESOLUTION 2011-28-1421 TO REVISE THE METHOD OF ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

At the February 28, 2011 Meeting, City Council approved resolution number 2011-28-1421 which authorized the City Manager and City Attorney to take any and all steps necessary to create the Miami Gardens Chamber of Commerce. The resolution also approved funding in the amount of \$120,000 from

**ITEM K-4) CONSENT AGENDA
RESOLUTION
Revise the method of CDBG funds
to the Miami Gardens Chamber of Commerce**

the Community Development Block Grant Funds from fiscal year 2010-11 to provide for operational financing for the soon to be created chamber organization.

Current Situation

The agenda memo that accompanied the above referenced resolution outlined the City's proposed funding support for the chamber. It has become necessary, however, to clarify the use of the CDBG funding that will be allocated to the chamber. As a 501 ©(6) entity, the Greater Miami Gardens Chamber of Commerce will be eligible to enter into agreement with the City as a sub-recipient of CDBG Funds. Moreover, it is the City's intent to fund the chamber for the expressed purpose of carrying out activities eligible under CDBG regulations that will benefit low-moderate income persons, or businesses located in qualified census tracts.

It should be understood that no CDBG funding has yet been allocated, as the Greater Miami Gardens Chamber of Commerce has not yet become operational. Once this occurs, the City will require the Chamber to submit a proposal that will outline the specific activities that it will carry out, along with a budget for said activities. It is further understood that once this proposal and budget are approved, City Staff will bring an item back to Council requesting an allocation of CDBG funds. The anticipated allocation of funds will be governed by a sub-recipient agreement which will also contain reporting requirements by the Chamber to ensure that the expenditure of CDBG Funds are in compliance with federal regulations.

Based on this information, City Staff recommends that resolution 2011-28-1421 be amended to reflect the specific use of CDBG Funds as it relates to funding the Greater Miami Gardens Chamber of Commerce.

Proposed Action:

That City Council approve the amended resolution.

Attachment:

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AMENDING RESOLUTION 2011-28-1421 TO REVISE THE METHOD OF ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 28, 2011, the City Council adopted Resolution No. 2011-28-1421, which authorized the City Manager and the City Attorney to take any and all steps necessary to create The Greater Miami Gardens Chamber of Commerce (“MGCC”), and

WHEREAS, the Resolution also authorized a funding allocation in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from CDBG funds for the MGCC, and

WHEREAS, it is now necessary to clarify the method in which CDBG funds will be allocated to the MGCC, and

WHEREAS, as a 501(c)6 entity, the MGCC will be eligible to receive CDBG funds upon submitting a proposal and executing a sub-recipient agreement with the City, and

WHEREAS, the City will award funds to the MGCC for the express purpose of carrying out activities that will benefit low-moderate income persons, or businesses located in the qualified census tract,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby amends Resolution 2011-28-1421 to revise the method of allocation of Community Development Block Grant Funds to The Greater Miami Gardens Chamber of Commerce in accordance with this Resolution.

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

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

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

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

Moved by: _____

VOTE: _____

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
						X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A		
		X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Obj. - Advance Business & Economic Development in 3 established major corridors		
	X					
Sponsor Name	Mayor Shirley Gibson		Department:	Mayor and Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPOINTING MEMBERS TO SERVE ON THE BOARD OF DIRECTORS OF THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

On February 9, 2011, the City Council approved resolution No. 2011-28-1421, which authorized the City Manager and City Attorney to take any and all steps necessary to establish the Greater Miami Gardens Chamber of Commerce (GMGCC). The Chamber organization would apply to receive a 501(c)6 designation.

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Appointing members to the
Board of Directors to the
Chamber of Commerce**

On March 3, 2011, the Articles of Incorporation were filed for the GMGCC. In order to proceed with the next steps in implementing the GMGCC, it is necessary that the City Council appoint 7 initial Board of Directors of the Corporation. The makeup of the Board will be as follows:

- Education Institution/College
- Legal
- Finance & Accounting
- Media
- Retail
- Large Business Owner

Category	Proposed Candidate
Education Institution/College	James Bussey, Dean School of Business St. Thomas University
Legal	James "Jim" Cole, Esq., Ruden McCloskey
Finance & Accounting	Kundalini Florencio, Vice President, Wells Fargo Anthony Brunson, CPA, Sharpton Brunson & Co
Media	Robert Beatty, Publisher, South Florida Times
Retail	Larry Levine, Corporate Vice President of Operations, Brandsmart
Large Business Owner	Meg Garza, Director of Community Relations, Calder Race Track & Casino

Current Situation

As defined in the Articles of Incorporation, the "Mayor and City Council of Miami Gardens [acting as the 'Initial Appointing Authority'] shall appoint the Board of Directors of the Corporation". The list of names above represents the candidates that have been recommended for Council consideration.

Approval of this initial board is necessary in order to officially constitute the Greater Miami Gardens Chamber of Commerce Board. Board member terms, along with subsequent board appointments will be the responsibility of the initially appointed board in accordance with the Chamber's by-laws.

Proposed Action:

That the City Council approve the attached resolution appointing the recommended slate of board members to the Greater Miami Gardens Chamber of Commerce 501(c)6 Board of Directors.

Attachment:

None

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPOINTING MEMBERS TO SERVE ON THE BOARD OF DIRECTORS OF THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE, INC.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 9, 2011, the City Council adopted Resolution No. 2011-28-1421 authorizing the implementation of The Greater Miami Gardens Chamber of Commerce, Inc. ("GMGCC"), and

WHEREAS, the GMGCC was organized for the purpose of assisting the City's businesses with attracting new business opportunities, and to provide a network for persons wishing to do business in the City, and

WHEREAS, Articles of Incorporation have been filed establishing the GMGCC as an independent 501(c)(3) organization, and

WHEREAS, in order to move forward, it is necessary for the City Council to appoint certain candidates to serve on the initial Board of Directors of the GMGCC,

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

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

Section 2: APPOINTMENT: The City Council of the City of Miami Gardens, Florida hereby appoints the following persons to serve as the initial members of the Board of Directors of the Greater Miami Gardens Chamber of Commerce:

<u>NAME</u>	<u>PROFESSIONAL DESIGNATION</u>
Mr. James Bussey	Dean, School of Business of St.Thomas University

31
32 Mr. James Cole, Esq. Attorney at Law
33
34 Mr. Kundalini Florencio Vice President of Wells Fargo Bank
35
36 Mr. Anthony Brunson Certified Public Accountant, Sharpton
37 Brunson & Co.
38
39 Mr. Robert Beatty Publisher of South Florida Times
40 Newspaper
41
42 Mr. Larry Levine Corporate Vice President of Retail
43 Operations, Brandsmart
44
45 Ms. Meg Garza Director of Community Relations, Calder
46 Race Track & Casino
47

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

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

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53 _____
54 SHIRLEY GIBSON, MAYOR
55

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58 **ATTEST:**

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63 RONETTA TAYLOR, MMC, CITY CLERK

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65

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

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69 SPONSORED BY: MAYOR SHIRLEY GIBSON

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71 Moved by: _____

72

73 **VOTE:** _____

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74	Mayor Shirley Gibson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
75	Vice Mayor Aaron Campbell, Jr.	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
76	Councilman David Williams Jr.	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
77	Councilwoman Lisa Davis	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
78	Councilman Oliver Gilbert, III	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
79	Councilwoman Felicia Robinson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
80	Councilman Andre' Williams	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	May 11, 2011		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
			X				X
Funding Source:	Nuisance Abatement Fines		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No	
						X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:				
	X						
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Sonja Dickens, City Attorney		Department:	City Attorney			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A ONE (1) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In accordance with the Nuisance Abatement Board Ordinance, the City Attorney is to recommend an attorney to advise the Nuisance Abatement Board.

On September 21, 2009, City Council adopted Resolution 2009-172-1117, appointing Vincent T. Brown to serve as legal advisor to the Nuisance Abatement Board. The appointment became effective on March 31, 2010, the date of the first meeting of the Nuisance Abatement Board.

**ITEM K-6) CONSENT AGENDA
RESOLUTION
Reappointing the Legal Advisor to the
Nuisance Abatement Board**

The City Attorney recommends that the City Council reappoints Vincent T. Brown to serve as legal advisor to the Board for an additional one-year term effective from the date of adoption of this Resolution.

Proposed Action:

That the City Council approves the attached Resolution.

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A ONE (1) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Council adopted Resolution 2009-172-1117, appointing Vincent T. Brown to serve as the legal advisor to the Nuisance Abatement Board, and

WHEREAS, the appointment became effective on March 31, 2010, the date of the first meeting of the Nuisance Abatement Board, and

WHEREAS, the City Attorney recommends that the City Council reappoints Vincent T. Brown to serve as legal advisor to the Nuisance Abatement Board for another one year term,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby reappoints Vincent T. Brown to serve as the legal advisor to the Nuisance Abatement Board for a term of one (1) year, to be effective from the date of this Resolution.

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

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

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

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

Moved by: _____

VOTE: _____

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	YES		
	X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A		
		X				
Sponsor Name	Danny Crew. City Manager		Department:	Community Development		

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 SUB-RECIPIENT AGREEMENT WITH HARVEST FIRE WORSHIP CENTER, INC. AND MOUNT HERMON COMMUNITY ECONOMIC & HOUSING DEVELOPMENT CORPORATION, RESPECTIVELY FOR THE CONVEYANCE OF SPECIFIED PROPERTIES ACQUIRED THROUGH THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP1), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

**ITEM K-7) CONSENT AGENDA
RESOLUTION
Sub-Recipient Agreement w/
Harvest Fire Workshop Center, Inc.
and Mount Hermon**

Background

On July 30, 2008, President Bush signed the Housing and Economic Recovery Act of 2008 which authorized a one time appropriation of \$3.92 Billion to the Neighborhood Stabilization Program (NSP) now referred to as NSP1. The City of Miami Gardens received an allocation of \$6,866,119.02. These funds were to be used by local governments to acquire abandoned and foreclosed upon properties for demolition, rehabilitation, and resale to income eligible households. Thus revitalizing and stabilizing neighborhoods impacted by the housing crisis.

The NSP Federal Guidelines require every grantee to spend “not less than 25 percent of the funds ... to house individuals or families whose incomes do not exceed 50 percent of the area median income.” As a result, the City of Miami Gardens, in the Action Plan Amendment presented to the Department of Housing and Urban Development (HUD), allocated \$1,716,529.70 for the purchase and rehabilitation of foreclosed properties to provide housing for households earning up to 50% of the area median income, also known as NSP Set-Aside. The City has purchased 22 properties to comply with the Set-Aside provision and 3 of them have been sold to qualifying households. City staff will continue its efforts in identifying additional qualifying households who can purchase the properties; however, in order to comply with the expenditure of 100% of the funds by March 2014, the City is seeking alternative ways to offer these units to households that fall in the required income category.

Current Situation

The City advertised a Request For Qualifications (RFQ) on November 21, 2010, to seek submissions from non-profit 501(c)(3) agencies or organizations for the management and operation of recently acquired and renovated single family properties. These units will be conveyed to the selected applicants with the expressed written condition that the units be occupied by persons and/or families whose total household income is at or below 50% of the area median income for Miami Gardens.

The RFQ document was made available on the City’s website, as well as being available at City Hall and at the Department of Community Development. Additionally, staff sent notices of the RFQ to all of the agencies on the Community Development Department’s database, the churches in the City’s database, and any other agency/organization that has inquired with the Department about providing services under the NSP.

City staff conducted two (2) Technical assistance workshops; one on November 30, 2010 and the other on December 2, 2010 where the City’s RFQ Application and related questions were explained in greater detail. The workshops were open to the general public and were advertised on the City’s website as well as in the Miami Herald Neighbors Section for Miami Gardens. Comments and concerns received were addressed at the workshops and were posted on the City’s website.

The table below is a breakdown of the organizations that responded to the RFQ, their average score, and general comments related to their application and proposed approach.

Name of Organization	Average Score	Comments
Mount Hermon Community Economic & Housing Development Corp.	108	Partnership with Miami Beach CDC Targeting HOPWA Qualified Applicants.
Harvest Fire Worship Center	100	Existing Rental Program Targeting Homeless Applicants
Opa Locka CDC	63.75	The submission failed to demonstrate the capacity or readiness to manage the proposed program. In addition, they have a property in receivership and now in foreclosure and the audit reported a violation of restricted funds that had to be paid back.
C.A.R.E.	47.25	The submission failed to demonstrate their capacity or ability to manage the proposed program.
Parkway Baptist Church	Not Scored	Proposal was non-responsive and forms were unsigned.

The RFQ document specified that only submittals that received a minimum score of 75 would be considered for property conveyance. Therefore, Staff is recommending that Harvest Fire Worship Center and Mount Heron Community Economic & Housing Development Corporation both be recipients of properties acquired thru the NSP that will be used to provide permanent housing to individuals or households earning less than 50% of AMI.

The properties will be conveyed to the recommended organizations on a rotating basis with consideration being given to the location of the properties. The properties will be conveyed when they are ready for occupancy and only after not being sold to an eligible buyer following being made available for a specific period of time. At that time, the NSP Administrator will recommend the property

conveyance and obtain approval from the Department Director and City Manager. If approved, conveyance documents will be executed, including a restrictive covenant outlining specific requirements to assure compliance with HUD regulations and City policy. Staff will also monitor the organization's management of the conveyed properties. If at any time it is determined that the covenant provisions are being violated, or if it is determined that the capacity of the organization is not meeting required standards, the City will have the right to recapture title of said properties.

Proposed Action:

It is recommended that the City Council approve the Resolution authorizing the City Manager to convey specified Neighborhood Stabilization Program (NSP) acquired properties to Harvest Fire Workshop Center and Mount Hermon Community Economic Development Corporation in a frequency to be determined by the City Manager, to carry out their proposed rental programs benefiting persons at or below 50% of the area median income.

Attachment:

- Proposed Conveyance Agreement
- Proposed restricted covenant with reverter clause

RESOLUTION NO. 2011_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST,
6 RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT
7 AGREEMENT WITH HARVEST FIRE WORSHIP CENTER, INC.
8 AND MOUNT HERMON COMMUNITY ECONOMIC & HOUSING
9 DEVELOPMENT CORPORATION, RESPECTIVELY FOR THE
10 CONVEYANCE OF SPECIFIED PROPERTIES ACQUIRED
11 THROUGH THE NEIGHBORHOOD STABILIZATION PROGRAM
12 (NSP1), A COPY OF WHICH IS ATTACHED HERETO AS
13 EXHIBIT A"; PROVIDING FOR INSTRUCTIONS TO THE CITY
14 CLERK; PROVIDING FOR THE ADOPTION OF
15 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
16

17 WHEREAS, on July 30, 2008, President George W. Bush signed the Housing
18 and Economic Recovery Act of 2008, which authorized a one-time appropriation in the
19 amount of Three Billion Ninety-Two Million Dollars (\$392,000,000,000.00) to the
20 Neighborhood Stabilization Program (NSP), which is now referred to as NSP1, and

21 WHEREAS, the City of Miami Gardens received an allocation in the amount of
22 Six Million Eight Hundred Thousand Dollars (\$6,800,000.00) of such funds, and

23 WHEREAS, the City is required to utilize NSP1 funds to acquire abandoned and
24 foreclosed properties for demolition, rehabilitation, and resale to income eligible
25 households, and

26 WHEREAS, the program also mandates a set-aside provision, whereby the City
27 is required to allocate no less than twenty-five percent (25%) of the funds received from
28 NSP1, to provide housing to households earning less than fifty percent (50%) of the
29 area median, and

30 WHEREAS, the City has purchased twenty-two (22) properties to comply with the
31 NSP set-aside provision, and has sold three (3) of those properties to qualified
32 households, and

33 WHEREAS, in accordance with NSP1, the City is required to expend all grant
34 funds by March 2014, and

35 WHEREAS, on November 21, 2010, City staff advertised a Request for
36 Qualifications (RFQ) to seek submissions from non-profit 501(c)3 agencies or
37 organizations for the management and operation of recently acquired and renovated
38 single family properties to individuals and households earning less than 50% of the area
39 median income, and

40 WHEREAS, four (4) responses were received and evaluated, and the RFQ
41 documents specified that responses which received a minimum score of 75 would be
42 considered for property conveyance, and

43 WHEREAS, City staff recommends that the City Council conveys properties
44 acquired through NSP1 to Harvest Fire Worship Center, Inc. and Mount Hermon
45 Community Economic & Housing Development Corporation, and

46 WHEREAS, City staff will monitor the organization's management and if it is
47 determined that any covenant provisions are violated, the City will have the right to
48 recapture title of said properties,

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

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

54 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
55 hereby authorizing the City Manger to execute that certain Sub-Recipient Agreement
56 with Harvest Fire Worship Center, Inc. and Mount Hermon Community Economic &

57 Housing Development Corporation, respectively for the conveyance of specified
58 properties acquired through Neighborhood Stabilization Program (NSP1), a copy of
59 which is attached hereto as Exhibit "A".

60 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
61 authorized to obtain three (3) fully executed copies of the subject Sub-Recipient
62 Agreement with one (1) to be maintained by the City, one (1) to be delivered to the U.S.
63 Department Housing and Urban Development, one (1) to be delivered to Harvest Fire
64 Worship Center, Inc., and Mount Hermon Community Economic & Housing
65 Development Corporation, respectively.

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

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

70

71 _____
72 SHIRLEY GIBSON, MAYOR
73

74
75
76 **ATTEST:**

77
78
79 _____
80 RONETTA TAYLOR, MMC, CITY CLERK

81
82
83 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

84
85
86 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

87
88 Moved by: _____

89
90 **VOTE:** _____

91			
92	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
93	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
94	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
95	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
96	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
97	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
98	Councilman Andre' Williams	_____ (Yes)	_____ (No)

99

100

101

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF MIAMI GARDENS
AND**

**FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
NEIGHBORHOOD STABILIZATION PROGRAM**

THIS SUBRECIPIENT AGREEMENT, entered this _____ day of _____, 2011 between the City of Miami Gardens (herein referred to as "CITY"), a municipal corporation of the State of Florida whose address is 1515 NW 167 Street, Bldg 5, Suite 200, Miami Gardens, Florida 33169 and the _____ (hereinafter referred to as "SUBRECIPIENT"), a private not-for-profit corporation existing under the laws of the State of Florida, having its principal office at _____, and its Federal Tax Identification number as _____ to undertake the Community Development Block Grant ("CDBG") Neighborhood Stabilization Program ("NSP") in the amount of _____ \$.00

TERM OF THE AGREEMENT: _____, 2011 through _____, 2026

WHEREAS, the City of Miami Gardens has applied for and received funds from the United States Government under the Housing and Economy Recovery Act of 2008 through Neighborhood Stabilization Program (NSP); and

WHEREAS, the United States Department of Housing and Urban Development (HUD) has approved the City's CDBG Program Substantial Amendment and the use of the NSP funds for the activities identified in the Plan; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Subject to the provisions of this Agreement, the Subrecipient will receive title to the property located at _____, Miami Gardens, Florida, 33____ (the "Property") from the City by virtue of a Quit Claim Deed, subject to the restrictions

referenced in Exhibit "A-1" attached hereto which will be attached to the deed and recorded therewith, in order to carry out the property management and ownership activities and responsibilities related to providing housing to individuals whose income is at or below 50% of the area median income.

B. National Objectives

All activities funded with NSP funds must meet one of the CDBG-NSP's National Objectives: benefit low income persons;

The SUBRECIPIENT certifies that the activities carried out under this Agreement will only benefit applicants whose income levels are at 50% or below of the area median income for Miami-Miami Beach-Kendall HMFA areas as annually determined by HUD.

C. General Administration.

SUBRECIPIENT will be responsible for the general administration of the NSP activity set forth herein in a manner satisfactory to CITY and consistent with the standards set forth in the Grant Agreement between HUD and the CITY.

D. Levels of Accomplishment – Performance Measures.

Property Management

- All units must be occupied by households whose income is at or below 50% the area median income for the Miami-Miami Beach-Kendall HMFA areas as annually determined by HUD.
- The Property/ties may not be vacant for more than three months at any given time
- SUBRECIPIENT must maintain the Affordability of the Property. For purposes of the this Agreement, "Affordability" shall mean that the rental payment must not exceed 33% of tenant's gross income for any lease year, and, notwithstanding the foregoing, the rent at any given time cannot exceed the "Low-HOME market rent rate" published annually by HUD for the Miami-Miami Beach-Kendall HMFA areas.
- Additional property management requirements are set forth in Exhibit "A-2" attached hereto.
- The Property was renovated using energy star appliances and low consumption water fixtures. SUBRECIPIENT must maintain or improve the quality of products when making maintenance and repairs to the property/ies conveyed by this agreement.
- All leases must be prepared using the form approved by the CITY.

E. Staffing.

SUBRECIPIENT shall ensure that adequate and appropriate staffing is allocated to the administration of the property/ties conveyed. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the

relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

F. Performance Monitoring.

The CITY will monitor the performance of the SUBRECIPIENT against performance standards as stated above. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within sixty (60) days after being notified by the CITY, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Activities of the SUBRECIPIENT shall start upon execution of this agreement and end fifteen (15) years thereafter on the ____ day of _____, 2026 (“Project Period”). Given the immediate response nature of the CDBG-NSP, all projects and activities contemplated herein are expected to be completed within the Project Period. Any projects or activities not completed as described may be subject to immediate recapture or reallocation.

III. BUDGET

At any given time during the period of this agreement, the CITY can request that the SUBRECIPIENT provide an operating budget for the NSP property/ies conveyed. The CITY reserves the right to review contracts, invoices, vouchers, evidencing the cost incurred by the SUBRECIPIENT in the management of the property/ies. In addition the CITY may require additional detailed budget breakdown. SUBRECIPIENT shall provide such budget information in a timely fashion in the form and content accepted by the CITY.

IV. NPS REAL PROPERTY

In lieu of CITY providing NSP Funds to SUBRECIPIENT, and for the sole and express purpose of undertaking the housing activity specified in this Agreement, CITY will convey title to the real property located at _____, Miami Gardens, Florida, 33____, to SUBRECIPIENT by Quit Claim Deed, said property having been acquired and improved by CITY through the use of NSP Funds. SUBRECIPIENT’S title to the real property will be subject to all restrictions and covenants described in this Agreement. Notwithstanding anything in this Agreement to the contrary, it is expressly agreed and understood that the CITY will not pay or distribute any funds or other real property under this Agreement.

Compliance with this Agreement may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. CITY reserves the right to suspend or terminate this Agreement or any activities referenced herein should the SUBRECIPIENT fail to provide required reports in a timely and adequate fashion or if SUBRECIPIENT fails to meet other terms and conditions of this Agreement.

Funds paid to, collected or acquired by SUBRECIPIENT shall be deposited and maintained in a separate fund account upon the books and records of the SUBRECIPIENT (the "Account"). SUBRECIPIENT shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. CITY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with the above requirements until such compliance is demonstrated.

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to the City of Miami Gardens, Community Development Department, presently located at 1515 NW 167 Street, Building 5, Suite 200, Miami Gardens, Florida 33169, and to the SUBRECIPIENT when delivered to its office at the address listed on page one (1) of this Agreement.

VI. SPECIAL CONDITIONS

The special conditions listed in Exhibit A attached hereto are incorporated herein by reference.

VII. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the CITY's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

1. Amendments

The CITY may, at its discretion, amend this Agreement to conform to changes required by Federal, State, City, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the CITY. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the CITY and signed by each Party's authorized representatives.

2. Indemnification

The SUBRECIPIENT shall protect, defend, reimburse, indemnify and hold the CITY, its agents, its employees and elected officers harmless from and against any and all claims, liability, expense, loss, cost, liens, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement, or due to the acts or omissions of the SUBRECIPIENT.

SUBRECIPIENT's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The SUBRECIPIENT will hold the CITY harmless and will indemnify the CITY for funds, which the CITY is obligated to refund the Federal Government arising out of the conduct of activities and administration of SUBRECIPIENT.

The foregoing provisions shall survive the expiration or earlier termination of this Agreement.

B. City Recognition

The SUBRECIPIENT shall insure recognition of the role of the CITY, and HUD in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. Suspension or Termination

In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of the property/ties conveyed under this Agreement;
or
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

In the event the grant to the CITY by the United States Government under the Housing and Economy Recovery Act of 2008 through Neighborhood Stabilization Program (NSP) is suspended or terminated, this agreement shall be suspended or terminated effective on the same date.

In addition to any other remedy described in this agreement, in the event this agreement is terminated, then, at CITY'S option, title to the real property referenced herein shall automatically revert to CITY without execution or recordation of any deed or instrument by SUBRECIPIENT. Upon request by CITY, SUBRECIPIENT agrees to cooperate to execute any documents required by CITY to confirm in the public records that title has reverted to CITY, including but not limited to a deed acceptable to CITY, but in no event shall SUBRECIPIENT's agreement to cooperate as provided herein be construed as preventing title from automatically reverting to CITY at CITY's option. CITY is not required to provide SUBRECIPIENT with any opportunity to cure any default hereunder in order for the reverter to operate to re-convey title to the property to CITY; rather, in order to demonstrate that CITY desires the reverter to operate, CITY will provide SUBRECIPIENT with written notice that title reverted to CITY upon termination of this Agreement. This provision is a material inducement to CITY entering into this Agreement.

If SUBRECIPIENT defaults under this Agreement, CITY may exercise any and all legal and equitable remedies available to it, including but not limited to filing a lis pendens against the real property referred to herein and seeking specific performance of this Agreement.

D. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. The income limits applied and the point in time when the benefit was determined.
- b. The size and income of the household;
- c. The rent charged (or to be charged, if any) for each property conveyed; and
- d. Such information as necessary to show the affordability of property occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by HUD.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-NSP program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years after the termination of this agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4. Disclosure

To the extent provided by Florida's Public Records Law as specified in Florida Statutes §119 the SUBRECIPIENT will make records available.

5. Close-outs

The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG NSP funds, including program income, or until _____, 2026, whichever is later.

6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be

fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the termination of this Agreement. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance OMB Circular A-133 and other applicable regulations. Said audit shall be made by a Certified Public Accountant of the SUBRECIPIENT's choosing. The SUBRECIPIENT shall provide such audit to the CITY upon request. The CITY reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of the SUBRECIPIENT as defined in A-133.

C. Reporting and Payment Procedures

1. Program Income

The use of program income by the SUBRECIPIENT that results from the rental of the property/ies conveyed is to be used by the SUBRECIPIENT for maintenance and program administration. The CITY will not require any unexpended program income to be returned to the CITY as long as the terms of the agreement are met by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the terms of this agreement could result in the CITY demanding payment of unexpended program income plus any interest earned from funds held for the maintenance and program administration of the property/ies conveyed.

2. Monitoring Procedures

Except as otherwise provided herein, the CITY will determine compliance under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any reviewed budget and CITY policy concerning same. Compliance will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

3 Progress Reports

The SUBRECIPIENT shall submit annual progress reports, in the format provided in Exhibit B, to the CITY for the term of the Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, and 570.505 as applicable.

The conveyed property/ies shall be used to meet one of the CDBG –NSP National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [which in this instance means five (5) years after _____, 2026]. If the SUBRECIPIENT fails to use the property in a manner that meets a CDBG National Objective or the terms of this agreement, for the prescribed period of time, the reverter clause will apply, as specified in Section VII, (E). The SUBRECIPIENT may retain the conveyed property/ies under this Agreement after the expiration of the five-year period beginning _____, 2026.

IX. OTHER PROGRAM REQUIREMENTS

A. Civil Rights Compliance

The SUBRECIPIENT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

The SUBRECIPIENT agrees that no person shall on the ground of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement.

B. Opportunities for Small and Minority/Women-owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the SUBRECIPIENT shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the City of Miami Gardens in the Annual Consolidated Plan approved by HUD.

C. Program Beneficiaries

One hundred percent (100%) of the beneficiaries of this project funded through this Agreement must have income levels at 50% or below the area median income for Miami-Miami Beach-Kendall HMFA areas annually determined by HUD. The project funded

under this Agreement shall assist beneficiaries as defined above for the time period designated in Part I A of this Agreement.

D. Evaluation and Monitoring

The SUBRECIPIENT agrees that CITY will carry out periodic monitoring and evaluation activities as determined necessary by the CITY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY or the CITY's designees and make copies or transcriptions of such records and information, as is determined necessary by the CITY. The SUBRECIPIENT shall, upon the request of the CITY, submit information and status reports required by the CITY or HUD on forms approved by the CITY to enable the CITY to evaluate said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

E. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the SUBRECIPIENT shall benefit from the selection, award, or administration of the property/ties if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-NSP assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or with respect to the proceeds from the CDBG-NSP assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

F. Public Entity Crimes

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

G. Drug-Free Workplace Requirements

The SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR Part 24, subpart F.

H. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

J. Real Property

Any real property acquired by the SUBRECIPIENT for the purpose of carrying on the projects stated herein, including the real property specifically referenced elsewhere in this Agreement, and approved by the CITY in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.101, shall be subject to the provisions of the CDBG Regulations including, but not limited to, the provisions on use and disposition of property. Any real property within the SUBRECIPIENT control, which is acquired or improved in whole or part with CDBG-NSP funds in excess of \$25,000, including the real property specifically referenced elsewhere in this Agreement, must adhere to the CDBG Regulations at 24 CFR 570.505.

K. Religious Activities

The SUBRECIPIENT agrees that funds and/or real property provided under the Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

L. Copyright

If this contract results in any copyrightable material or inventions, the CITY and/or Grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use, the work or materials for governmental purposes.

M. Hatch Act

The SUBRECIPIENT agrees that no funds and/or real property provided, nor personnel employed under this contract, shall in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

N. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

O. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

P. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, and in addition to the provisions of this Agreement pertaining to real property, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, release or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take

SET-ASIDE NSP SUBRECIPIENT AGREEMENT

such measures as are necessary to enforce such a covenant, and will not itself so discriminate.

IV. X ENVIRONMENTAL STANDARDS

E. A. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the SUBRECIPIENT shall assure that in case the conveyed property is located in an area identified by FEMA as having special flood hazards, a flood insurance under the National Flood Insurance Program will be obtained and maintained as a condition of the conveyance. If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.

F. ~~CB~~. Lead-Based Paint

The CITY, prior to the conveyance of any property built before 1978, has performed a lead-based paint inspection and has complete any necessary abatement and obtain clearance for a certified professional. Copies of the corresponding reports will be included in Exhibit C.

G.

~~XIII~~. SEVERABILITY/NO WAIVER

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect. No delay by CITY in enforcing any covenant or right described herein shall be deemed a waiver of any covenant or right and no waiver by CITY of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of any particular provision.

~~XII~~. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in the Agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

~~XIII~~. ENTIRE AGREEMENT/SURVIVAL

This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of the property/ties conveyed under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement. All provisions herein which expressly or can be reasonably deemed to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement

SET-ASIDE NSP SUBRECIPIENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF MIAMI GARDENS, FLORIDA
A Municipal Corporation ATTEST:

By: _____
Dr. Danny O. Crew, City Manager

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

Sonja Dickens, City Attorney

A Florida non-profit corporation
Witnesses

By: _____
(Signature)

Name: _____

(Print Name & Title)

Date: _____
Name: _____

CORPORATE SEAL

EXHIBIT A

The provisions of this Exhibit "A" are a part of the Agreement as if fully set forth therein.

Subject to the provisions of this Agreement, the SUBRECIPIENT will receive title to the real property located at _____, Miami Gardens, Florida, 33___ (the "Property") from the CITY by virtue of a Quit Claim Deed, subject to the restrictions referenced in Exhibit "A-1" attached hereto which will be attached to the deed and recorded therewith, in order to carry out the property management and ownership activities and responsibilities.

I. Property Management

Subject to the extent possible, the permitted vacancy rate described below, 100% of the rental units must be occupied by households whose income is at or below 50% the area median income for the Miami-Miami Beach-Kendall HMFA areas as annually determined by HUD.

The SUBRECIPIENT will be responsible for the following:

- Outreach and Marketing
- Screening and intake of potential tenants
- Income verification of potential tenants
- Income certification of tenants
- File preparation and management
- CITY Reporting requirements (quarterly reporting through March 31, 2013 and yearly reporting for the following fifteen (15) years of this Agreement until _____, 2026).

II. Levels of Accomplishment – Goals and Performance Measures

- All units must be occupied by households whose income is at or below 50% the area median income for the Miami-Miami Beach-Kendall HMFA areas as annually determined by HUD.
- The Property/ties may not be vacant for more than three months at any given time.
- SUBRECIPIENT must maintain the Affordability of the Property. For purposes of the this Agreement, "Affordability" shall mean that the rental payment must not exceed 33% of tenant's gross income for any lease year, and, notwithstanding the foregoing, the rent at any given time cannot exceed the "Low-HOME market rent rate" published annually by HUD for the Miami-Miami Beach-Kendall HMFA areas.
- Additional property management requirements are set forth in Exhibit "A-2" attached hereto.
- The Property was renovated using energy star appliances and low consumption water fixtures. SUBRECIPIENT must maintain or improve the quality and efficiency of

products when making maintenance and repairs to the property/ies conveyed by this agreement.

- All leases must be prepared using the form approved by the CITY.

III. Budget

No later than July 31st of each year, SUBRECIPIENT shall provide the upcoming year property operating budget for the CITY's approval for the duration of this Agreement. At any time, any changes to the budget for more than 20% of previously approved budget amount, must be reviewed and approved by the CITY.

IV. Insurance

SUBRECIPIENT shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

(a) Property, Improvements and Personal Property, including all permitted alterations, changes, additions and replacements thereof and thereto, insured against loss or damage caused by: (i) fire, windstorm and other hazards and perils generally included under extended coverage; (ii) vandalism and malicious mischief; and (iii) fixtures, all in an amount not less than one hundred percent (100%) of the insurable replacement cost of the Property and all improvements thereon.

(b) Liability Insurance. SUBRECIPIENT shall provide and keep in full force and effect a policy of broad form comprehensive general public liability and property damage insurance providing coverage against liability for personal injury, death and property damage having limits of not less than combined single limits for bodily injury and property damage in an amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

(c) Flood Insurance if the property is located in a flood zone.

V. Casualty, Restoration and Repair

If the Property shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Property untenable, then SUBRECIPIENT shall repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond SUBRECIPIENT'S control.

If any such damage renders all or a substantial portion of the Property untenable, SUBRECIPIENT shall, within thirty (30) days after the occurrence of such damage, provide to CITY an estimate from its architect or general contractor of the length of time and cost that will be required to substantially complete the repair and restoration of such damage. If such estimate is that the amount of time required to substantially complete the repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then CITY shall have the right to terminate this Agreement as of the date of such damage upon giving notice to SUBRECIPIENT at any time within thirty (30) days after CITY receives the notice containing

said estimate. If this Agreement is terminated pursuant to this paragraph, then all proceeds of insurance shall be payable to CITY and, at CITY's option, title to the property shall revert to CITY as provided in Section VII(D) of this Agreement. If this Agreement is not terminated as provided in this paragraph, then SUBRECIPIENT shall proceed with reasonable promptness to repair and restore the Property, provided that SUBRECIPIENT'S obligations to repair and restore the Property hereunder shall be limited to the proceeds of insurance received by SUBRECIPIENT. If such proceeds are insufficient to cover the repair or restoration, then either party may terminate this Agreement and all proceeds of insurance shall be payable to CITY and, at CITY'S option, title to the property shall revert to CITY as provided in Section VII(D) of this Agreement

VI. Condemnation

If the whole of the Property shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Property shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the judgment of CITY, for the continued operation of the use contemplated by this Agreement to be conducted thereon, therein or there from so as to effectively render the Property untenable, then this Agreement shall cease and terminate as of the date on which the condemning authority takes possession. In the event of such termination, any and all awards paid in connection with the condemnation will belong to and be the property of CITY and, at CITY'S option, title to the remaining property shall revert to CITY as provided in Section VII(D) of this Agreement

If a portion of the Property is taken, and the portion or portions remaining can, in the judgment of CITY be adapted and used for the conduct of SUBRECIPIENT'S operation as provided in this Agreement, then the SUBRECIPIENT shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking and up to the compensation received from the condemning authority, and this Agreement shall continue in full force and effect. The entire award for the Property exceeding such restoration shall belong and be promptly paid to CITY. If the award is insufficient to complete such restoration, then either party may terminate this Agreement and the entire award shall be payable to CITY and, at CITY'S option, title to the remaining property shall revert to CITY as provided in Section VII(D) of this Agreement

VII. Acceptance of Property Condition

SUBRECIPIENT agrees that SUBRECIPIENT has inspected the Property prior to the execution of this Agreement and that SUBRECIPIENT accepts the Property in its then existing condition "AS IS". SUBRECIPIENT further acknowledges and agrees that neither CITY nor any agent of CITY has made any representation or warranty, express or implied, concerning the Property or which has induced SUBRECIPIENT to accept the conveyance of the Property.

VIII. Hazardous Materials and Sewage Prohibited

Neither SUBRECIPIENT nor any of its employees, agents, invitees, licensees, contractors or tenants shall release or dispose of Hazardous Materials in, on or about the Property or the

groundwater thereof, in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. SUBRECIPIENT shall give CITY prompt written notice of any claim received by SUBRECIPIENT from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Property or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered, and shall include (without limitation), all oil, gasoline and petroleum based substances. SUBRECIPIENT shall not discharge or permit to be discharged into any septic facility or sanitary sewer system serving the Property any toxic or hazardous sewage or waste other than that which is normal domestic waste water for the type of use contemplated herein to be conducted by SUBRECIPIENT on, in or from the Property. Any toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Property shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances and rules or regulations or shall be pre-treated to the level of domestic wastewater prior to discharge into any septic facility or sanitary sewer system serving the Property. SUBRECIPIENT shall defend, indemnify and hold CITY harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against CITY, as a result of breach of the foregoing covenant, or asserted by any person, entity, agency, organization or body against CITY, in connection with liability associated with cleaning up, removing, disposal of or otherwise eliminating any oil or petroleum derivatives, toxic substance, hazardous substance, solid waste, wastes, or contaminant, from the Property or any adjacent properties affected by the contamination. This provision shall survive the expiration or earlier termination of this Agreement.

IX. Liens

SUBRECIPIENT shall not create or cause to be imposed, claimed or filed upon the Property, or any portion thereof, any lien, charge or encumbrance whatsoever without the written permission from the CITY. If, because of any act or omission of SUBRECIPIENT, any such lien, charge or encumbrance shall be imposed, claimed or filed, SUBRECIPIENT shall, at its sole cost and expense, within thirty (30) days after written notice of the imposition of such lien, charge or encumbrance, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise). If SUBRECIPIENT fails to remove the lien, charge or encumbrance within the given time period, then this agreement will be considered terminated and title to the property shall revert to CITY as provided in Section VII(D) of this Agreement

IX. CITY OBLIGATIONS

CITY agrees to assume obligations of all contracts that SUBRECIPIENT entered into, upon termination of this Agreement.

EXHIBIT "A-1" DEED RESTRICTIONS

RESTRICTIVE COVENANTS & REVERTER INTEREST OF GRANTOR

1. The following restrictive covenant shall apply to the Property until _____, 2026, and shall run with the land and shall be binding on Grantee and its successors and assigns for said period:

The Property shall be used to meet one of the CDBG–NSP National Objectives pursuant to 24 CFR 570.208. If the Grantee fails to use the Property in a manner that meets a CDBG National Objective for the prescribed period, Grantee shall pay Grantor an amount equal to the current fair market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the Property. Such payment shall constitute program income to Grantor.

2. The following restrictive covenants, terms and conditions shall apply to the Property until _____, 2026, and shall run with the land and shall be binding on Grantee and its successors and assigns for said period:

- (a) The Property is subject to that certain Sub-Recipient Agreement dated _____, 2011 by and between Grantor and Grantee (the "Agreement"), the terms, covenants, conditions and restrictions of which are incorporated herein by reference as if fully set forth below.
- (b) Grantee must maintain the Property in good repair suitable for habitability consistent with generally applicable housing standards in Miami-Dade County, Florida, and all federal, state and local laws, ordinances, codes, statutes and regulations, and must utilize the Property only for lease or lease to purchase options to residential tenants meeting the standards described in the Agreement and whose household income is at or below 50 percent of the area median income for the Miami –Miami Beach – Kendall HMFA (Florida) as annually determined by the U. S. Department of Housing and Urban Development (HUD). The property must remain affordable to eligible tenants, meaning that the utility allowance determined by HUD plus the rental payment must not exceed 30 percent of tenant’s gross income for any lease year, and, notwithstanding the foregoing, the rent at any given time cannot exceed the “Low-HOME Market Rent Rate” published annually by HUD for the Miami –Miami Beach – Kendall HMFA (Florida).
- (c) Grantee, at its expense, must actively maintain, repair and manage the Property so that the Property and all structures and improvements thereon remain in substantially the same condition currently existing as of closing, ordinary wear and tear and casualty and condemnation excepted. Any abandonment or non-use of the Property by Grantee continuing for thirty (30) days or more will constitute a violation hereof.
- (d) Grantee is prohibited from removing or demolishing the existing structures and improvements, and from encumbering the Property or allowing any lien or mortgage to be filed against the Property.

- (e) With the exception of residential leases. Income from the sale of the property must be transferred to the Grantor as Program Income. Grantee is prohibited from conveying, transferring, gifting, encumbering, mortgaging, assigning, leasing, donating or otherwise alienating any interest in the Property, including the granting of any easements, rights of first refusal, , or otherwise. Grantee may not record any restrictions affecting the Property or convert the Property to condominium, cooperative or other form of ownership.
- (f) In the event the Agreement is terminated, then, at Grantor's option, title to the Property shall automatically revert to Grantor without execution or recordation of any deed or instrument by Grantee. Upon request by Grantor, Grantee agrees to cooperate to execute any documents required by Grantor to confirm in the public records that title has reverted to Grantor, including but not limited to a deed acceptable to Grantor, but in no event shall Grantee's agreement to cooperate as provided herein be construed as preventing title from automatically reverting to Grantor at Grantor's option. Grantor is not required to provide Grantee with any opportunity to cure any default hereunder in order for the reverter to operate to re-convey title to the property to Grantor; rather, in order to demonstrate that Grantor desires the reverter to operate, Grantor will provide Grantee with written notice that title reverted to Grantor upon termination of the Agreement.
- (g) Grantee shall not allow any use of the property that creates or includes any use that a reasonable man or woman would find immoral, offensive or obnoxious; and any use which is not allowable under existing zoning for the Property.

3. Miscellaneous provisions applicable to paragraphs 1 and 2 above:

- (a) The permitted use and restrictive covenants herein constitute affirmative obligations by Grantee, and are not merely declaratory statements of the use contemplated or desired by Grantor.
- (b) The Property is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. Discrimination is prohibited in the rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. No person shall on the ground of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the Grantee. Grantee agrees to take such measures as are necessary to enforce this covenant, and will not itself so discriminate.
- (c) If any provision of this Exhibit is held invalid, the remainder shall not be affected thereby and all other provisions of this Exhibit shall nevertheless be in full force and effect.
- (d) Should any provision herein require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not construe any provision against one party more strictly by reason of any rule of interpretation, it being agreed that the agents of all parties hereto have participated in the preparation of this Exhibit, and that legal counsel was

consulted by each party or each party was encouraged and had the opportunity but declined to consult legal counsel prior to closing.

- (e) This Exhibit shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida (excluding the principles thereof governing conflicts of law).
- (f) Grantee agrees to pay any and all costs and expenses incurred by Grantor in enforcing the foregoing provisions, in or out of court, including without limitation, court related costs and expenses and reasonable attorneys' fees and disbursements (including such costs, fees and disbursements incurred on appeal of any litigation). To the extent permitted by law, Grantee covenants and agrees, at its sole expense, to pay and indemnify and save Grantor harmless against and from any and all liens, encumbrances, claims, damages, injuries, losses, and/or costs, including, but not limited to, attorney's fees and litigation costs, on behalf of itself and any person, firm or corporation or governmental authority relating to or arising out of Grantee's default or breach of the foregoing provisions. This provision shall survive the Agreement and the expiration of the foregoing provisions.
- (g) No delay by Grantor in enforcing any covenant or provision herein shall be deemed a waiver of any covenant or right and no waiver by Grantor of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of any particular provision.
- (h) Unless otherwise provided herein, the foregoing provisions may be enforced by Grantor by injunctive relief and/or by any other action at law and/or in equity.

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EXHIBIT A-2
PROPERTY MANAGEMENT
by SUBRECIPIENT

1. SUBRECIPIENT must manage, operate and lease the Property in accordance with the Agreement and the terms hereof:

(a) SUBRECIPIENT shall:

- Secure tenants for the Property in accordance with the Agreement;
- Enter into residential leases/contracts to lease to eligible tenants;
- Complete and sign the lead-based paint/hazards certification (for property built before 1978); SUBRECIPIENT will provide each tenant with all information SUBRECIPIENT knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. SUBRECIPIENT understands that the law requires the provision of this information to prospective tenants before the tenants become obligated to lease the Property.
- Manage tenant relations, including negotiating renewals of existing leases; collecting, holding and disbursing rents and other amounts due or to become due; handling tenant requests and negotiations; terminating tenancies and signing and serving appropriate notices; initiating and prosecuting eviction and damages actions; and procuring legal counsel when necessary to protect its interests and rights in connection with the Property.

(b) Property Maintenance: SUBRECIPIENT understands that Florida law requires licensed professionals in the construction trades to perform relevant repairs on rental properties unless the repairs can be made for under \$1,000 and are not of a life/safety concern. Additionally, SUBRECIPIENT, without CITY's prior written consent, may contract for repairs, maintenance, remodeling or improvement of the Property with a certified or registered contractor when labor and materials together, subject to these limitations set by law, SUBRECIPIENT shall:

- Maintain and repair interior, exterior and landscaping of Property, including making periodic inspections; purchasing supplies; and supervising alterations, modernization and redecoration of Property. SUBRECIPIENT will obtain prior approval of CITY for any item or service in excess of \$ \$10,000, except for monthly or recurring expenses and emergency repairs which, in SUBRECIPIENT's opinion are necessary to prevent the Property from becoming uninhabitable or damaged, to avoid suspension of services required to be provided by law or lease, or to avoid penalties or fines to be imposed by a governmental entity.
- Enter into contracts for utilities, public services, maintenance, repairs and other services as SUBRECIPIENT reasonably deems advisable.
- Hire, discharge and supervise all labor and employees required for the operation and maintenance of the Property.
- Exercise reasonable care to repair dangerous defective conditions upon notice of their existence by a tenant.
- Inspect the Property before allowing a tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to a tenant.

Other Matters:

SUBRECIPIENT shall:

- Pay all personal and real property taxes and assessments relating to the Property prior to delinquency.
- Pay charges for repairs, materials, equipment, labor and attorneys' fees and costs, if any.
- Pay all state and local sales and service taxes, if any.
- Pay all operating costs, expenses, fees, penalties, fines, and losses of the Property.
- Maintain accurate records of receipts, expenses and accruals in connection with managing and owning the Property.

Other Duties: _____

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EXHIBIT B

NSP ANNUAL PROGRESS REPORT FOR

_____, Miami Gardens, FL, 33___ (property address)

Complete form for past year and submit to the City of Miami Gardens by the 30th day of the month following the anniversary of this agreement.

Status Report for Period of _____ Submittal Date: _____

SUBRECIPIENT: _____

Contact Person _____

Telephone: _____ Fax: _____

E-mail: _____

1. Activity Status/Milestones (describe any action taken, relating to this project, during the past year):

2. What events/actions are scheduled for the next year?

3. Describe any affirmative marketing you have implemented regarding this project. Please list and attach any recent media coverage of your organization relating to this project.

4. List any additional data relevant to this project including the number of executed leases related to this property during the term of this reporting period.

Number of Direct Beneficiaries – last 12 months	
Household Size	
Income Level	
Female Head of Household	
Race	
Ethnicity	

Subrecipients must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

1. White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
2. Black or African-American: A person having origins in any of the black racial groups of Africa.
3. Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
4. American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
5. Native Hawaiian or Other Pacific Islander: A person having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.

Definitions of Ethnicity:

1. Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

EXHIBIT C

LEAD-BASED PAINT DISCLOSURES

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	May 11, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		X
Funding Source:	General Fund- Code Enforcement		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	N/A			
(Enter X in box)		X					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	Sonja K. Dickens, Esq., City Attorney		Department:	Office of the City Attorney			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY ATTORNEY'S REAPPOINTMENT OF JENNIFER NICOLE BROWN, JEFF P. H. CAZEAU, REGINE MONESTIME, OLIVIA S. BENSON, QUENTIN E. MORGAN AND MIMI V. TURIN, TO SERVE AS SPECIAL MASTERS FOR TWO (2) YEAR TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens has established a Code Enforcement Special Master Program, whereby all appeals of code enforcement citations and stormwater utility fees are heard by Special Masters. The City Council previously appointed Jennifer Nicole Brown, Jeff P. H.

**ITEM K-8) CONSENT AGENDA
RESOLUTION
Reappointment of Special Masters**

Cazeau, Regine Monestime, Olivia S. Benson, Quentin E. Morgan and Mimi V. Turin to serve as Special Masters. In accordance with to Section 8-23(a) of the City's Code of Ordinances, Special Masters may be reappointed by the City Attorney, subject to ratification by the City Council. Thus, the City Attorney desires to reappoint this slate of individuals to serve as Special Masters for a two (2) year term.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

None.

RESOLUTION No. 2011-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY ATTORNEY'S REAPPOINTMENT OF JENNIFER NICOLE BROWN, JEFF P. H. CAZEAU, REGINE MONESTIME, OLIVIA S. BENSON, QUENTIN E. MORGAN AND MIMI V. TURIN, TO SERVE AS SPECIAL MASTERS FOR TWO (2) YEAR TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has established a Code Enforcement

Special Master Program in the City, and

WHEREAS, appeals of all code enforcement citations and stormwater utility fees are heard by Special Masters, and

WHEREAS, Jennifer Nicole Brown, Jeff P. H. Cazeau, Regine Monestime, Olivia S. Benson, Quentin E. Morgan and Mimi V. Turin, have previously served as Special Masters for the City, and the City Attorney desires to reappoint this slate for an additional two (2) year term, and

WHEREAS, pursuant to Section 8-23(a) of the City's Code of Ordinances, Special Masters may be reappointed by the City Attorney, subject to ratification by the City Council,

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.

1 Section 2. RATIFICATION: The Council of the City of Miami Gardens hereby
2 ratifies the City Attorney’s reappointment of Jennifer Nicole Brown, Jeff P. H. Cazeau,
3 Regine Monestime, Olivia S. Benson, Quentin E. Morgan and Mimi V. Turin, to serve as
4 Special Masters for two (2) year terms effective from the date of this Resolution.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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

- | | | | | | |
|---|-------------------------------|--------------------------|-------|--------------------------|------|
| 1 | Councilwoman Lisa Davis | <input type="checkbox"/> | (Yes) | <input type="checkbox"/> | (No) |
| 2 | Councilwoman Felicia Robinson | <input type="checkbox"/> | (Yes) | <input type="checkbox"/> | (No) |
| 3 | Councilman André Williams | <input type="checkbox"/> | (Yes) | <input type="checkbox"/> | (No) |
| 4 | | | | | |